

AGENDA
PAROWAN CITY COUNCIL MEETING
August 13, 2015
Library Lounge, 16 South Main, 6:00 P.M.

1. Call Meeting to Order
2. Opening Ceremonies/Thought/Prayer/Pledge of Allegiance – Jay Orton
3. Does anybody have any conflicts or personal interest in any matter on the agenda which needs to be declared?

CONSENT MEETING

4. Approval of Minutes (July 23, 2015 City Council Meeting)
5. Purchase Orders/Warrant Register
6. Certify Parowan City Employee Salary Schedule FY16
7. Planning & Zoning Members – David Sabina and Kleigh Hirschi

ACTION MEETING

8. Liquor License Request, My Place on Main Street
9. Commercial Impact Fees – Resolution 2015-08-01
10. Audit Services Contract

WORK MEETING

11. Center Creek Update – Sunrise Engineering
12. Fire Department Benefits
13. Main Street Parking Discussion
14. Purchasing Policy Discussion
15. Drinking Water System Master Plan
16. Sick Pay 1 pay out – Human Resource Manual Change
17. Second Amendatory Power Sales Contract
18. City Council Pay and Benefits Discussion
19. **CLOSED SESSION:** strategy sessions to discuss the purchase, exchange, or lease of real property
20. Member Reports
21. Public comment & discussion - Two minute limit each
22. Adjourn

CERTIFICATE OF POSTING & FAXING

I hereby certify that on the 11th of August, 2015 I posted a copy of the foregoing agenda at the Parowan City Office, Parowan City Library, on the State web site, on the City web site, and I faxed a copy to The Spectrum at 586-7471



Callie Bassett, City Recorder

NOTICE: *Persons with disabilities needing special assistance to participate in this meeting should contact the City Office at 477-3331 no later than 24 hours prior to the meeting.*

**PAROWAN CITY COUNCIL MEETING
JULY 23, 2015
CITY LIBRARY LOUNGE, 16 S. MAIN, 6:00 P.M.**

MEMBERS PRESENT: Councilmen Alan Adams, Jay Orton, Steve Thayer, City Attorney Justin Wayment, City Recorder Callie Bassett

MEMBERS ABSENT: Mayor Donald G. Landes, Councilmen Troy Houston and Ben Johnson, City Manager Shayne Scott

PUBLIC PRESENT: Cindy Kirkham (Court Clerk), Dottie and Chuck Stade, Nate Thayer, Vickie Hicks, Steve Woolsey, Teresa Moore, Don and Linda Lowder, Tim Beery (The Spectrum), Theresa Morrow, Cleve Matheson,

NOMINATION OF MAYOR PRO TEMPORE: Councilman Thayer moved to nominate Councilman Adams as Mayor Pro Tempore. Councilman Orton seconded the motion. All Council members voted in favor of the motion. The motion carried.

CALL MEETING TO ORDER: Mayor Pro Tem Adams welcomed everyone and called the meeting to order at 6:02 p.m.

OPENING CERMONIES/THOUGHT/PRAYER/PLEDGE OF ALLEGIANCE – ALAN ADAMS: Mayor Pro Tem Adams offered the invocation. He then led the Council and the public in the Pledge of Allegiance.

DOES ANYB BODY HAVE ANY CONFLICTS OR PERSONAL INTEREST IN ANY MATTER ON THE AGENDA WHICH NEEDS TO BE DECLARED? Councilman Orton declared a conflict with the action meeting agenda item, although he said the Council would most likely not be discussing this item tonight. He is an employee of Upper Limit Aviation.

Councilman Thayer moved to open the public hearing to discuss the Paris lot split. Councilman Orton seconded the motion. All Council members voted in favor of the motion.

PUBLIC HEARING

There were no comments from the general public.

Mayor Pro Tem Adams asked if there was a change in the law that allowed the City to make lot splits in subdivisions. Mr. Steve Woolsey said that the City has always been able to make lot splits in subdivisions. They have just made the process a little more stream lined.

City Attorney Wayment said, for the record, he thinks the issue was the CC&R's. He said the City is not involved with CC&R's and does not enforce them. Mr. Woolsey said the CC&R's for this subdivision expired January 1, 2005. The committee had the opportunity to reinstate

them before that date, but neglected to do so. Mr. Woolsey also stated that there isn't anything mentioned in the CC&R's about splitting a lot.

Theresa Morrow is the potential buyer of this new lot. She said she wanted to assure the Council that she and her husband have spent a long time looking for the right property and they will comply with the aesthetics of the neighborhood and plan to build something similar to what is in that neighborhood.

Councilman Thayer moved to go out of the public hearing and back into the regular council meeting. Councilman Orton seconded the motion. All Council members voted in favor of the motion. The Council moved into their regular meeting.

CONSENT MEETING

APPROVAL OF MINUTES (JULY 9, 2015 CITY COUNCIL MEETING) PURCHASE ORDERS/WARRANT REGISTER PARIS LOT SPLIT – PLANNING COMMISSION RECOMMENDATION

Because there are only three Council members present and one is serving as Mayor Pro Tem, there was some discussion as to whether or not a quorum is present and if the Mayor Pro Tem can vote. After much research, it is Attorney Wayment's opinion that we do have a quorum and that the Mayor Pro Tem can vote as one of the Council members. However, he advised the Council not to take any action this evening other than approving the consent agenda. He said he felt fine with them discussing the agenda items, but preferred that they not take any action.

Councilman Orton moved to approve the full consent agenda. Councilman Thayer seconded the motion. All Council members voted in favor of the motion. The motion carried.

ACTION MEETING

UPPER LIMIT AVIATION AGREEMENT: Councilman Orton moved to table this agenda item. Councilman Thayer seconded the motion. All Council members voted in favor of the motion. The motion carried.

WORK MEETING

DEPARTMENT REPORT – PAROWAN CITY JUSTICE COURT, CINDY KIRKHAM:

Mrs. Kirkham gave the following report:

Total Citations filed from July 2013 to June 2014: 718

Total Citations filed from July 2014 to June 2015: 477

They were down 241 citations from the previous year for 34% decline.

Total revenue collected from July 2013 to June 2014: \$91,743.80

Total revenue collected from July 2014 to June 2015: \$90,078.07

They were down \$1,665.73, or a decline of 2%. Mrs. Kirkham said that the fine amounts have gone up. Attorney Wayment said the court is doing a better job of collecting.

Mrs. Kirkham reported that UHP issued 65% of the citations, Iron Co. Sheriff's Department issued 4% of the citations, and Parowan Police Department issued 34% of the citations.

BEER ORDINANCE ALTERATION – JUSTIN WAYMENT: Attorney Wayment said last year the State rewrote the entire alcohol code. Parowan's code is completely outdated. He said he rewrote the areas that were discussed at the last meeting and brought them into conformance with State code. He said it is going to take time to get the whole code up to date. Mr. Wayment said the easiest way to bring this up to date is to adopt State code as the City's code. Councilman Orton thought this would be the way to go. The other Council members agreed.

AUDIT SERVICES DISCUSSION – CALLIE BASSETT: Mrs. Bassett reported that the staff has a recommendation on this item from the two bids submitted, and will present this at the next meeting.

CITY OFFICE MURAL DISCUSSION: This item was not discussed this evening. Mayor Landes and Councilman Johnson wanted to discuss this. The Council will discuss it when they are present.

MEMBER REPORTS:

Councilman Orton said he didn't have anything to report. He is looking forward to the beginning of a new month so he will have something to report.

Councilman Thayer said he didn't have anything to report. He did say he is almost finished with his work in California.

Mayor Pro Tem Adams said he attended a meeting regarding the sewer lagoons and the problems with dumping from porta potties. They asked Parowan City to look into the possibility of finding a chemical that could be used that would be safe to dump into our lagoons. What is being used now could hurt the biological breakdown of the lagoons.

Mr. Adams said he has discussed this with Mr. Aldo Biasi a little. He has also talked with County Commissioner Alma Adams. They are going to try to get someone from the Solar Farms, along with Parowan City and Hero Plumbing to get together and work something out. Councilman Orton asked if this chemical would be something that is put in the portable toilets or if it is something Parowan City would add and mix in when the waste is dumped. Mr. Adams said it is something that is placed in the portable toilets.

Councilman Thayer said he will research this. He has worked with a lot of environmental people who have experience with this. Mr. Adams said that Mr. Biasi is going to research this as well.

PUBLIC COMMENT: There were no comments from the public.

ADJOURN: Councilman Thayer moved to adjourn the meeting. Councilman Orton seconded the motion with all Council members voting in favor of the motion. The meeting was adjourned at 6:32 p.m.

Donald G. Landes, Mayor

Callie Bassett, City Recorder

DRAFT

Parowan City
Check Register

General Checking - 07/21/2015 to 08/11/2015

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
5 Star Life Insurance Company	25884	PR071015-3901	08/03/2015	156.07	5 Star Life Insurance	102245 - MISC/PAYROLL PAYABLE
5 Star Life Insurance Company	25884	PR072415-3901	08/03/2015	156.07	5 Star Life Insurance	102245 - MISC/PAYROLL PAYABLE
				\$312.14		
A.M. LEONARD, INC.	25856	C115116182/ISO	07/30/2015	129.95	GUARD TREE RIGID MESH 48 INCHES (BUN	107057 - TREES
AFLAC	25885	PR071015-3750	08/03/2015	18.30	AFLAC after-tax	102253 - AMERICAN FAMILY LIFE I
AFLAC	25885	PR071015-3750	08/03/2015	61.08	AFLAC pre-tax	102253 - AMERICAN FAMILY LIFE I
AFLAC	25885	PR072415-3750	08/03/2015	18.30	AFLAC after-tax	102253 - AMERICAN FAMILY LIFE I
AFLAC	25885	PR072415-3750	08/03/2015	61.08	AFLAC pre-tax	102253 - AMERICAN FAMILY LIFE I
				\$158.76		
ALSCO-AMERICAN LINEN DIVISIO	25835	LSTG646020	07/23/2015	39.64	MAT CLEANING SERVICE	544026 - MAINTENANCE MATERIA
ALSCO-AMERICAN LINEN DIVISIO	25835	LSTG646020	07/23/2015	39.65	MAT CLEANING SERVICE	524026 - MAINTENANCE MATERIA
ALSCO-AMERICAN LINEN DIVISIO	25892	LSTG648193	08/06/2015	41.77	MAT CLEANING SERVICE	524026 - MAINTENANCE MATERIA
ALSCO-AMERICAN LINEN DIVISIO	25892	LSTG648193	08/06/2015	41.77	MAT CLEANING SERVICE	544026 - MAINTENANCE MATERIA
				\$162.83		
BATT, RICHARD	25893	07312015	08/06/2015	100.00	RESITUTION FROM SERENA CLOSE CASE #	104235 - RESTITUTION
BLUE DOME TIMING	25894	42	08/06/2015	1,906.25	TIMING FOR 1/2 MARATHON 2015	107263 - MARATHONS/RACES
BROWN, JANET	25857	07142015	07/30/2015	46.04	MUSEUM TRIP & MICE R NICE - SUMMER R	107270 - RECREATION/CONVENTI
BRYAN, BEAU STEVENS	25895	100000283.0801	08/06/2015	146.64	Deposit Refund: 100000283 - BRYAN, BEAU S	532135 - CUSTOMER DEPOSITS
CALIFORNIA CONTRACTORS SUP	25836	P83376	07/23/2015	132.00	NOISE REDUCTION EAR MUFFS, PACKING	105449 - SPECIAL DEPARTMENT S
CANNON, JORDAN	25858	100000438.0720	07/30/2015	154.56	Deposit Refund: 100000438 - CANNON, JORD	532135 - CUSTOMER DEPOSITS
CARLSON, SHERRI	25859	07142015	07/30/2015	21.55	SUREWOOD FOREST - CANDLE FIELD TRIP	107270 - RECREATION/CONVENTI
CENTURY LINK	25837	338307212015	07/23/2015	4.05	CENTURY LINK SPLIT	105728 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	4.05	CENTURY LINK SPLIT	105828 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	4.05	CENTURY LINK SPLIT	106928 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	4.05	CENTURY LINK SPLIT	107128 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	4.05	CENTURY LINK SPLIT	108028 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	4.07	CENTURY LINK SPLIT	104228 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	8.11	CENTURY LINK SPLIT	104128 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	8.11	CENTURY LINK SPLIT	105928 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	10.13	CENTURY LINK SPLIT	574028 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	15.20	CENTURY LINK SPLIT	524028 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	15.20	CENTURY LINK SPLIT	544028 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	20.27	CENTURY LINK SPLIT	104328 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	20.27	CENTURY LINK SPLIT	105428 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	30.40	CENTURY LINK SPLIT	514028 - TELEPHONE
CENTURY LINK	25837	338307212015	07/23/2015	50.67	CENTURY LINK SPLIT	534028 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	14.24	CENTURY LINK SPLIT	104228 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	14.24	CENTURY LINK SPLIT	105728 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	14.24	CENTURY LINK SPLIT	106928 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	14.24	CENTURY LINK SPLIT	107128 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	14.24	CENTURY LINK SPLIT	108028 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	14.26	CENTURY LINK SPLIT	105828 - TELEPHONE

CMS

**Parowan City
Check Register
General Checking - 07/21/2015 to 08/11/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
CENTURY LINK	25837	414507202015	07/23/2015	28.49	CENTURY LINK SPLIT	104128 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	28.49	CENTURY LINK SPLIT	105928 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	35.61	CENTURY LINK SPLIT	574028 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	53.41	CENTURY LINK SPLIT	524028 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	53.41	CENTURY LINK SPLIT	544028 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	71.22	CENTURY LINK SPLIT	104328 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	71.22	CENTURY LINK SPLIT	105428 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	106.83	CENTURY LINK SPLIT	514028 - TELEPHONE
CENTURY LINK	25837	414507202015	07/23/2015	178.05	CENTURY LINK SPLIT	534028 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	0.84	CENTURY LINK SPLIT	105728 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	0.84	CENTURY LINK SPLIT	105828 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	0.84	CENTURY LINK SPLIT	106928 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	0.84	CENTURY LINK SPLIT	107128 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	0.84	CENTURY LINK SPLIT	108028 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	0.85	CENTURY LINK SPLIT	104228 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	1.68	CENTURY LINK SPLIT	104128 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	1.68	CENTURY LINK SPLIT	105928 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	2.11	CENTURY LINK SPLIT	574028 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	3.16	CENTURY LINK SPLIT	524028 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	3.16	CENTURY LINK SPLIT	544028 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	4.21	CENTURY LINK SPLIT	104328 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	4.21	CENTURY LINK SPLIT	105428 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	6.32	CENTURY LINK SPLIT	514028 - TELEPHONE
CENTURY LINK	25837	857407222015	07/23/2015	10.53	CENTURY LINK SPLIT	534028 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	1.86	CENTURY LINK SPLIT	104228 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	1.86	CENTURY LINK SPLIT	105728 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	1.86	CENTURY LINK SPLIT	105828 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	1.86	CENTURY LINK SPLIT	106928 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	1.86	CENTURY LINK SPLIT	107128 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	3.71	CENTURY LINK SPLIT	108028 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	3.71	CENTURY LINK SPLIT	104128 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	4.64	CENTURY LINK SPLIT	105928 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	6.96	CENTURY LINK SPLIT	574028 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	6.96	CENTURY LINK SPLIT	524028 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	9.28	CENTURY LINK SPLIT	544028 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	9.28	CENTURY LINK SPLIT	104328 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	9.28	CENTURY LINK SPLIT	105428 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	13.93	CENTURY LINK SPLIT	514028 - TELEPHONE
CENTURY LINK	25837	910907212015	07/23/2015	23.21	CENTURY LINK SPLIT	534028 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	0.26	CENTURY LINK SPLIT	104228 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	0.26	CENTURY LINK SPLIT	105728 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	0.26	CENTURY LINK SPLIT	105828 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	0.26	CENTURY LINK SPLIT	106928 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	0.26	CENTURY LINK SPLIT	107128 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	0.26	CENTURY LINK SPLIT	108028 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	0.52	CENTURY LINK SPLIT	104128 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	0.53	CENTURY LINK SPLIT	105928 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	0.66	CENTURY LINK SPLIT	574028 - TELEPHONE

**Parowan City
Check Register
General Checking - 07/21/2015 to 08/11/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
CENTURY LINK	25838	1345581812	07/23/2015	0.99	CENTURY LINK SPLIT	524028 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	0.99	CENTURY LINK SPLIT	544028 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	1.32	CENTURY LINK SPLIT	104328 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	1.32	CENTURY LINK SPLIT	105428 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	1.97	CENTURY LINK SPLIT	514028 - TELEPHONE
CENTURY LINK	25838	1345581812	07/23/2015	3.29	CENTURY LINK SPLIT	534028 - TELEPHONE
				\$1,062.97		
Child Support Services	25886	PR072415-4256	08/03/2015	535.38	Child Support Services	102245 - MISC/PAYROLL PAYABLE
CODALE ELECTRIC SUPPLY, INC	25896	S5409454.002	08/06/2015	421.26	ALUMAFORM STANDOFF BRACKET 24 INCH	534026 - MAINTENANCE MATERIA
COLONIAL LIFE	25897	9813098-081029	08/06/2015	1,139.97	INSURANCE PREMIUM FOR JUNE AND JULY	102252 - COLONIAL INSURANCE P
CROCKETT, MIKE	25853	07232015	07/23/2015	800.00	REFUND FOR PART OF THE ELECTRIC CON	534026 - MAINTENANCE MATERIA
DANA, KELLIE LOUISE	25839	100000429.0701	07/23/2015	110.77	Deposit Refund: 100000429 - DANA, KELLIE L	532135 - CUSTOMER DEPOSITS
DECADENCE ENTERPRISES	25898	10004	08/06/2015	18.75	CLEANING SPLIT	524031 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25898	10004	08/06/2015	18.75	CLEANING SPLIT	544031 - PROFESSIONAL AND TE
DECADENCE ENTERPRISES	25898	10004	08/06/2015	24.38	CLEANING SPLIT	104231 - PROFESSIONAL AND TE
DECADENCE ENTERPRISES	25898	10004	08/06/2015	24.38	CLEANING SPLIT	105731 - PROFESSIONAL AND TE
DECADENCE ENTERPRISES	25898	10004	08/06/2015	24.38	CLEANING SPLIT	107531 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25898	10004	08/06/2015	24.38	CLEANING SPLIT	108031 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25898	10004	08/06/2015	37.50	CLEANING SPLIT	514031 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25898	10004	08/06/2015	37.50	CLEANING SPLIT	554031 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25898	10004	08/06/2015	37.50	CLEANING SPLIT	574031 - PROFESSIONAL AND TE
DECADENCE ENTERPRISES	25898	10004	08/06/2015	48.75	CLEANING SPLIT	105831 - PROFESSIONAL AND TE
DECADENCE ENTERPRISES	25898	10004	08/06/2015	112.50	CLEANING SPLIT	534031 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25898	10004	08/06/2015	121.88	CLEANING SPLIT	105431 - PROFESSIONAL AND TE
DECADENCE ENTERPRISES	25898	10004	08/06/2015	219.35	CLEANING SPLIT	104331 - PROFESSIONAL AND TE
				\$750.00		
DEPARTMENT OF WILDLIFE RESO	25899	08032015	08/06/2015	75.00	RESITUTUION FROM BURKE DEGROFF CAS	104235 - RESTITUTION
EBERLE, MICHAEL	25900	3	08/06/2015	120.00	PICTURES FOR 1/2 MARATHON 2015	107263 - MARATHONS/RACES
FADS	25901	404730	08/06/2015	4.06	OIL	107026 - MAINTENANCE MATERIA
FADS	25901	404737	08/06/2015	37.70	WIPER BLADES	105429 - REPAIRS TO EQUIPMENT
FADS	25901	405052	08/06/2015	5.87	V-BELT	107025 - REPAIRS TO EQUIPMENT
FADS	25901	405077	08/06/2015	6.53	AIR FILTER	107025 - REPAIRS TO EQUIPMENT
FADS	25901	405078	08/06/2015	4.06	OIL	107025 - REPAIRS TO EQUIPMENT
FADS	25901	405227	08/06/2015	16.57	PINCH BAR	514026 - MAINTENANCE MATERIA
FADS	25901	405283	08/06/2015	23.24	IMPACT SOCKET	514026 - MAINTENANCE MATERIA
FADS	25901	405425	08/06/2015	65.42	CRIMSON 2 GRS CARTR; SOLENOID	105729 - REPAIRS TO EQUIPMENT
FADS	25901	405431	08/06/2015	5.96	GAUGE	107025 - REPAIRS TO EQUIPMENT
FADS	25901	405470	08/06/2015	4.99	JB WELD - JB STIK	107026 - MAINTENANCE MATERIA
FADS	25901	405620	08/06/2015	14.29	BASTARD FILES	514026 - MAINTENANCE MATERIA
FADS	25901	405664	08/06/2015	20.00	TIRE REPAIR	105429 - REPAIRS TO EQUIPMENT
				\$208.69		
FASTENAL	25860	UTCED60810	07/30/2015	23.26	SHOP SPLIT	106126 - MAINTENANCE, MATERIA
FASTENAL	25860	UTCED60810	07/30/2015	23.26	SHOP SPLIT	514026 - MAINTENANCE MATERIA

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FASTENAL	25860	UTCED60810	07/30/2015	23.26	SHOP SPLIT	544026 - MAINTENANCE MATERIA
FASTENAL	25860	UTCED60810	07/30/2015	23.26	SHOP SPLIT	574026 - MAINTENANCE MATERIA
FASTENAL	25860	UTCED60810	07/30/2015	23.28	SHOP SPLIT	524026 - MAINTENANCE MATERIA
FASTENAL	25860	UTCED60810	07/30/2015	23.32	SHOP SPLIT	534026 - MAINTENANCE MATERIA
FASTENAL	25860	UTCED60887	07/30/2015	6.74	PUBLIC WORKS SPLIT	524026 - MAINTENANCE MATERIA
FASTENAL	25860	UTCED60887	07/30/2015	6.74	PUBLIC WORKS SPLIT	106126 - MAINTENANCE, MATERIA
FASTENAL	25860	UTCED60887	07/30/2015	6.74	PUBLIC WORKS SPLIT	514026 - MAINTENANCE, MATERIA
FASTENAL	25860	UTCED60887	07/30/2015	6.74	PUBLIC WORKS SPLIT	544026 - MAINTENANCE MATERIA
FASTENAL	25860	UTCED60887	07/30/2015	6.75	PUBLIC WORKS SPLIT	574026 - MAINTENANCE MATERIA
				\$173.35		
FESTIVAL SOUNDS	25902	08032015	08/06/2015	400.00	DJ ANNOUNCER FOR PAROWAN HALF MAR	107263 - MARATHONS/RACES
FIRE PROTECTION SERVICE COR	25903	1035630	08/06/2015	942.35	SERVICE CALL TO FIX KEY PROGRAM FOR	107125 - REPAIRS TO EQUIPMENT
FIRST CHOICE INDUSTRIAL	25861	111427	07/30/2015	12.16	SHOP SPLIT	514026 - MAINTENANCE MATERIA
FIRST CHOICE INDUSTRIAL	25861	111427	07/30/2015	12.16	SHOP SPLIT	524026 - MAINTENANCE MATERIA
FIRST CHOICE INDUSTRIAL	25861	111427	07/30/2015	12.16	SHOP SPLIT	544026 - MAINTENANCE MATERIA
FIRST CHOICE INDUSTRIAL	25861	111427	07/30/2015	12.16	SHOP SPLIT	574026 - MAINTENANCE MATERIA
FIRST CHOICE INDUSTRIAL	25861	111427	07/30/2015	12.17	SHOP SPLIT	106126 - MAINTENANCE, MATERIA
FIRST CHOICE INDUSTRIAL	25861	111427	07/30/2015	12.19	SHOP SPLIT	534026 - MAINTENANCE MATERIA
FIRST CHOICE INDUSTRIAL	25904	111426	08/06/2015	154.50	MARKING PAINT - RED, DISPENSER, WINDS	534026 - MAINTENANCE MATERIA
				\$227.50		
FOLLETT SCHOOL SOLUTIONS, IN	25905	1190388	08/06/2015	559.52	SINGLE SITE LM LICENSE SUPPORT RENE	107529 - CLEF GRANT EXPENDITU
FRANKS, CRYSTAL	25906	08042015	08/06/2015	13.89	REIMBURSEMENT FOR SWIMMING POOL C	106926 - MAINTENANCE MATERIA
FUN TIME INFLATABLES	25862	767	07/30/2015	450.00	bounce house and slides for July 4th celebratio	105749 - SPECIAL DEPARTMENT S
GEM AWARDS	25863	61213	07/30/2015	1,375.50	PLAQUES AND WATER BOTTLES FOR HALF	107263 - MARATHONS/RACES
H & R HOME CENTER	25864	A80152	07/30/2015	7.19	2" COUPLING	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80224	07/30/2015	5.47	SPRAYER, WINDEX	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80299	07/30/2015	59.98	PROPANE EXCHANGE, MASKING TAPE	105726 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80347	07/30/2015	1.13	SHOP SPLIT	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80347	07/30/2015	1.14	SHOP SPLIT	106126 - MAINTENANCE, MATERIA
H & R HOME CENTER	25864	A80347	07/30/2015	1.14	SHOP SPLIT	514026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80347	07/30/2015	1.14	SHOP SPLIT	524026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80347	07/30/2015	1.14	SHOP SPLIT	534026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80347	07/30/2015	1.14	SHOP SPLIT	544026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80405	07/30/2015	1.79	PUBLIC WORKS SPLIT	514026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80405	07/30/2015	1.80	PUBLIC WORKS SPLIT	524026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80405	07/30/2015	1.80	PUBLIC WORKS SPLIT	106126 - MAINTENANCE, MATERIA
H & R HOME CENTER	25864	A80405	07/30/2015	1.80	PUBLIC WORKS SPLIT	544026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80405	07/30/2015	1.80	PUBLIC WORKS SPLIT	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80550	07/30/2015	5.39	PHONE CORD	106926 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	A80763	07/30/2015	14.28	HEX BUSHING	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238332	07/30/2015	44.98	HOSE, CONNECTOR	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238350	07/30/2015	8.08	PIPE FITTINGS	514026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238381	07/30/2015	3.16	PIPE FITTINGS	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238392	07/30/2015	8.35	PIPE FITTINGS, RISER EXTRACTOR	574026 - MAINTENANCE MATERIA

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H & R HOME CENTER	25864	B238439	07/30/2015	50.82	FAN, HAND SOAP,PAPER TOWELS	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238619	07/30/2015	95.88	STORAGE BOX	107254 - PARADES
H & R HOME CENTER	25864	B238662	07/30/2015	3.56	COUPLINGS	107126 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238675	07/30/2015	3.76	KEYS CUT	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238677	07/30/2015	71.98	BALLASTS	107126 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238836	07/30/2015	1.84	SHOP SPLIT	106126 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238836	07/30/2015	1.84	SHOP SPLIT	514026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238836	07/30/2015	1.84	SHOP SPLIT	524026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238836	07/30/2015	1.84	SHOP SPLIT	534026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238836	07/30/2015	1.84	SHOP SPLIT	544026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238836	07/30/2015	1.84	SHOP SPLIT	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238875	07/30/2015	1.78	ADAPTERS	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B238889	07/30/2015	4.13	BALL VALVE	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239009	07/30/2015	5.53	MISC. HARDWARE, HOSE CLAMP, BARB INS	108026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239208	07/30/2015	0.22	SHOP SPLIT	106126 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239208	07/30/2015	0.22	SHOP SPLIT	514026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239208	07/30/2015	0.22	SHOP SPLIT	524026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239208	07/30/2015	0.22	SHOP SPLIT	534026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239208	07/30/2015	0.22	SHOP SPLIT	544026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239208	07/30/2015	0.24	SHOP SPLIT	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239265	07/30/2015	20.73	PIPE FITTINGS	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239386	07/30/2015	17.99	MANIFOLD	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239432	07/30/2015	0.98	MPT PLUG	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239538	07/30/2015	0.71	AJAX CLEANSER	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239737	07/30/2015	7.18	WASPHORNET SPRAY	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239833	07/30/2015	24.94	MISC. HARDWARE	106926 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239915	07/30/2015	0.62	CAP SLIP	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B239924	07/30/2015	28.23	NEBO SLYDE, CAP SLIP	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240040	07/30/2015	2.67	COUPLINGS	108026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240223	07/30/2015	26.06	CORN BROOM, FLUSH LEVER, DUST PAN,	107326 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240224	07/30/2015	18.88	WASTE BASKET, KITCHEN BAGS	106126 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240254	07/30/2015	17.99	DIGGING SHOVEL	524026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240557	07/30/2015	0.23	PUBLIC WORKS SPLIT	106126 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240557	07/30/2015	0.23	PUBLIC WORKS SPLIT	544026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240557	07/30/2015	0.23	PUBLIC WORKS SPLIT	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240557	07/30/2015	0.24	PUBLIC WORKS SPLIT	514026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240564	07/30/2015	10.34	DURASCRIIM JACKET	108026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240567	07/30/2015	1.24	O RINGS	107126 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240597	07/30/2015	16.08	CONNECTORS, MISC. HARDWARE	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240625	07/30/2015	4.49	GLUE	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240628	07/30/2015	1.44	CONNECTORS	107026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240680	07/30/2015	2.87	PUBLIC WORKS SPLIT	574026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240680	07/30/2015	2.88	PUBLIC WORKS SPLIT	524026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240680	07/30/2015	2.88	PUBLIC WORKS SPLIT	106126 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240680	07/30/2015	2.88	PUBLIC WORKS SPLIT	514026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240680	07/30/2015	2.88	PUBLIC WORKS SPLIT	544026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240703	07/30/2015	31.48	DIG SHOVEL, TWIST NOZZLE	106126 - MAINTENANCE MATERIA

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H & R HOME CENTER	25864	B240725	07/30/2015	12.74	COUPLINGS	108026 - MAINTENANCE MATERIA
H & R HOME CENTER	25864	B240782	07/30/2015	17.99	RATCHETING PIPE CUTTER	574026 - MAINTENANCE MATERIA
				\$700.85		
HD SUPPLY POWER SOLUTIONS,	25865	2934685-00	07/30/2015	258.90	CONN TRAN LUG, BOLT ASSEMBLIES	534026 - MAINTENANCE MATERIA
HD SUPPLY POWER SOLUTIONS,	25907	2868015-00	08/06/2015	6,105.00	3 phase - New City Hall	534026 - MAINTENANCE MATERIA
HD SUPPLY POWER SOLUTIONS,	25907	2889018-00	08/06/2015	575.00	cutler head tool	534026 - MAINTENANCE MATERIA
				\$6,938.90		
HEALTH EQUITY	729201501	06012015	07/29/2015	11.80	june invoice service fee	534020 - BANK CHARGES
HEALTH EQUITY	729201501	07012015	07/29/2015	20.65	july invoice service fee	534020 - BANK CHARGES
HEALTH EQUITY	729201501	07292015	07/29/2015	200.00	hsa contribution - jeremy franklin	534014 - INSURANCE
HEALTH EQUITY	729201501	07292015	07/29/2015	300.00	hsa contributions- john dalton, justin dalley	107014 - INSURANCE
HEALTH EQUITY	729201501	PR062615-4720	07/29/2015	125.00	HSA Savings Account	102249 - HEALTH SAVINGS ACCO
HEALTH EQUITY	729201501	PR071015-4720	07/29/2015	925.00	HSA Savings Account	102249 - HEALTH SAVINGS ACCO
				\$1,582.45		
HERO PLUMBING, LLC	25908	AUG - 152908	08/06/2015	80.00	PORTABLE TOILET RENTAL AT PAROWAN D	107026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	1020785	07/23/2015	9.55	SHOP SPLIT	106126 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	1020785	07/23/2015	9.55	SHOP SPLIT	514026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	1020785	07/23/2015	9.55	SHOP SPLIT	524026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	1020785	07/23/2015	9.55	SHOP SPLIT	544026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	1020785	07/23/2015	9.55	SHOP SPLIT	574026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	1020785	07/23/2015	9.56	SHOP SPLIT	534026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	142150	07/23/2015	111.08	sakrete for hydro project - Jeremy Franklin	531601 - Electric work in process
HOME DEPOT CREDIT SERVICES	25840	3011147	07/23/2015	20.60	carrage bolt - baseball fields	107026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	4022019	07/23/2015	678.65	supplies for new visitor's center bathrooms	104326 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	4023630	07/23/2015	218.82	supplies for theater maintenance	107326 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	8023041	07/23/2015	4.41	SHOP SPLIT	106126 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	8023041	07/23/2015	4.41	SHOP SPLIT	514026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	8023041	07/23/2015	4.41	SHOP SPLIT	524026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	8023041	07/23/2015	4.41	SHOP SPLIT	544026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	8023041	07/23/2015	4.41	SHOP SPLIT	574026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25840	8023041	07/23/2015	4.42	SHOP SPLIT	534026 - MAINTENANCE MATERIA
				\$1,112.93		
HURST STORES, INC	25909	1396497	08/06/2015	0.90	SHOP SPLIT	514026 - MAINTENANCE MATERIA
HURST STORES, INC	25909	1396497	08/06/2015	0.92	SHOP SPLIT	106126 - MAINTENANCE MATERIA
HURST STORES, INC	25909	1396497	08/06/2015	0.92	SHOP SPLIT	524026 - MAINTENANCE MATERIA
HURST STORES, INC	25909	1396497	08/06/2015	0.92	SHOP SPLIT	534026 - MAINTENANCE MATERIA
HURST STORES, INC	25909	1396497	08/06/2015	0.92	SHOP SPLIT	544026 - MAINTENANCE MATERIA
HURST STORES, INC	25909	1396497	08/06/2015	0.92	SHOP SPLIT	574026 - MAINTENANCE MATERIA
				\$5.50		
IMAGE PRO	25866	76411	07/30/2015	26.55	PAROWAN AIRPORT PANCAKE BREAKFAST	107259 - GLIDER EVENTS
IMAGE PRO	25866	76413	07/30/2015	47.20	ATV RODEO - SADDLE UP AND SAVE A PUP	107222 - ADVERTISING
				\$73.75		
IRON COUNTY FAIR	25867	07232015	07/30/2015	140.57	reimburse 1/2 of supplies - 4-H service project -	107154 - STALLS

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IRON COUNTY SCHOOL DISTRICT	25910	08032015	08/06/2015	1,071.11	BUSES FOR 1/2 MARATHON 2015	107263 - MARATHONS/RACES
JASON SHEPHERD	25841	2363	07/23/2015	80.00	GUITAR INSTRUCTION DVDS	107521 - BOOKS
JET SMITH	25868	07292015	07/30/2015	415.00	PRIZE MONEY FOR 1/2 MARATHON 2015 AS	107263 - MARATHONS/RACES
L & W SERVICES OF PAROWAN IN	25911	9931	08/06/2015	158.90	plastic impact, yellow, red, blue	108026 - MAINTENANCE MATERIA
LAUB, SARA	25869	07232015	07/30/2015	79.46	SUMMER REC - BUGS	107270 - RECREATION/CONVENTI
LegalShield	25887	PR071015-3755	08/03/2015	12.95	Pre-Paid Legal	102245 - MISC/PAYROLL PAYABLE
LegalShield	25887	PR072415-3755	08/03/2015	12.95	Pre-Paid Legal	102245 - MISC/PAYROLL PAYABLE
				\$25.90		
LIEB, DAVID ALLEN	25912	100000374.0801	08/06/2015	129.03	Deposit Refund: 100000374 - LIEB, DAVID ALL	532135 - CUSTOMER DEPOSITS
LISA COX	25913	07312015	08/06/2015	388.91	SUMMER REC - CHILDREN'S THEATER / CU	107270 - RECREATION/CONVENTI
LITTLE SALT LAKE SERVICE CLUB	25842	07202015	07/23/2015	90.00	FLAG MAINTENANCE SERVICE THROUGH F	107268 - SPECIAL CELEBRATIONS
LONG TERM DISABILITY PROGRA	25888	PR071015-354	08/03/2015	311.52	Long Term Disability	102230 - RETIREMENT PAYABLE
LONG TERM DISABILITY PROGRA	25888	PR072415-354	08/03/2015	310.05	Long Term Disability	102230 - RETIREMENT PAYABLE
				\$621.57		
LOPEZ, TERESA AND GABRIEL	25914	100000214.0805	08/06/2015	157.76	Deposit Refund: 100000214 - LOPEZ, TERESA	532135 - CUSTOMER DEPOSITS
LORENZ, JAMI	25915	100000437.0805	08/06/2015	6.94	Deposit Refund: 100000437 - LORENZ, JAMI	532135 - CUSTOMER DEPOSITS
MATOZEVICH, DIANA	25870	07282015	07/30/2015	25.00	REFUND FOR ATV RODEO	107270 - RECREATION/CONVENTI
MICROMARKETING ASSOCIATES	25843	581165	07/23/2015	175.00	books on CD	107521 - BOOKS
MICROMARKETING ASSOCIATES	25871	581659	07/30/2015	40.99	BOOK ON CD	107521 - BOOKS
				\$215.99		
MONSTER INK & DESIGN	25916	1601	08/06/2015	1,883.75	T-SHIRTS FOR THE RUNNERS/1/2 MARATH	107263 - MARATHONS/RACES
MONSTER INK & DESIGN	25916	1603	08/06/2015	40.00	T-SHIRTS FOR ATV RODEO - PAAL FUNDRAI	105556 - PAALS
MONSTER INK & DESIGN	25916	1605	08/06/2015	25.00	FULL PAGE OF DECALS FOR MEDALS FOR	107263 - MARATHONS/RACES
				\$1,948.75		
MOSDELL SANITATION	25917	08032015	08/06/2015	469.64	DUMPSTER FEES	554031 - PROFESSIONAL & TECH
MOUNT OLYMPUS WATERS, INC	25872	10217034 07171	07/30/2015	31.71	WATER COOLER RENTAL	534061 - SUNDRY
MOUNT OLYMPUS WATERS, INC	25872	10220009 07171	07/30/2015	72.81	WATER COOLER RENTAL	514061 - SUNDRY
				\$104.52		
Mountain America Credit Union	25889	PR072415-3752	08/03/2015	680.00	Credit Union	102240 - CREDIT UNION PAYABLE
MOUNTAIN WEST COMPUTERS	25918	46289	08/06/2015	599.00	WATER DEPARTMENT - THINK CENTRE CO	514024 - OFFICE SUPPLIES AND E
NICKS MAUREEN	25873	114664002.0727	07/30/2015	36.30	Deposit Refund: 114664002 - NICKS MAUREE	532135 - CUSTOMER DEPOSITS
OMS	25919	07312015	08/06/2015	50.00	RESTITUTION FROM BRYANT COBURN CAS	104235 - RESTITUTION
PAROWAN CITY	25890	PR072415-330	08/03/2015	175.00	Miscellaneous Deduction	102245 - MISC/PAYROLL PAYABLE
PAROWAN RESERVOIR CO	25920	08032015	08/06/2015	20,461.65	YEARLY WATER SHARE ASSESSMENT	534050 - POWER PURCHASE
PAROWAN TREASURER	25844	100007222015	07/23/2015	40.10	NEW CITY OFFICE	107126 - MAINTENANCE MATERIA
PAROWAN TREASURER	25844	122007222015	07/23/2015	98.49	HERITAGE PARK	107027 - UTILITIES
PAROWAN TREASURER	25844	318307222015	07/23/2015	166.54	FIRE DEPARTMENT	105727 - UTILITIES

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PAROWAN TREASURER	25844	318407222015	07/23/2015	30.38	PIONEER INDUSTRIAL PARK	106227 - UTILITIES
PAROWAN TREASURER	25844	410407222015	07/23/2015	91.88	AIRPORT RESTROOMS	108527 - UTILITIES & MISCELLANE
PAROWAN TREASURER	25844	410507222015	07/23/2015	66.85	AIRPORT RUNWAY LIGHTS AND POWER GA	108527 - UTILITIES & MISCELLANE
PAROWAN TREASURER	25844	4105107222015	07/23/2015	82.38	DOG POUND	105527 - UTILITIES
PAROWAN TREASURER	25844	411607222015	07/23/2015	17.92	PUBLIC WORKS	524027 - UTILITIES
PAROWAN TREASURER	25844	4117007222015	07/23/2015	15.61	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25844	4117007222015	07/23/2015	15.61	UTILITY SPLIT	574027 - UTILITIES
PAROWAN TREASURER	25844	4117007222015	07/23/2015	31.18	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25844	4117007222015	07/23/2015	62.37	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25844	4117007222015	07/23/2015	62.37	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25844	411707222015	07/23/2015	36.31	WATER SHOP/MAIN SCADA METER	514027 - UTILITIES
PAROWAN TREASURER	25844	411807222015	07/23/2015	5.21	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25844	411807222015	07/23/2015	5.21	UTILITY SPLIT	574027 - UTILITIES
PAROWAN TREASURER	25844	411807222015	07/23/2015	10.40	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25844	411807222015	07/23/2015	20.80	UTILITY SPLIT	514027 - UTILITIES
PAROWAN TREASURER	25844	411807222015	07/23/2015	20.80	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25844	415907222015	07/23/2015	21.95	73 N MAIN	105927 - UTILITIES
PAROWAN TREASURER	25844	4159200722201	07/23/2015	85.01	VISITOR'S CENTER	105927 - UTILITIES
PAROWAN TREASURER	25844	4159207222015	07/23/2015	65.83	VISITOR'S CENTER	105927 - UTILITIES
PAROWAN TREASURER	25844	419707222015	07/23/2015	30.03	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25844	419707222015	07/23/2015	30.04	UTILITY SPLIT	574027 - UTILITIES
PAROWAN TREASURER	25844	419707222015	07/23/2015	60.00	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25844	419707222015	07/23/2015	120.03	UTILITY SPLIT	514027 - UTILITIES
PAROWAN TREASURER	25844	419707222015	07/23/2015	120.03	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25844	419807222015	07/23/2015	570.24	LIBRARY	107527 - UTILITIES
PAROWAN TREASURER	25844	421007222015	07/23/2015	26.13	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25844	421007222015	07/23/2015	26.13	UTILITY SPLIT	574027 - UTILITIES
PAROWAN TREASURER	25844	421007222015	07/23/2015	52.19	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25844	421007222015	07/23/2015	104.41	UTILITY SPLIT	514027 - UTILITIES
PAROWAN TREASURER	25844	422607222015	07/23/2015	104.41	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25844	423007222015	07/23/2015	98.13	DUP-OLD ROCK CHURCH	104927 - UTILITIES
PAROWAN TREASURER	25844	610007222015	07/23/2015	33.70	JESSE SMITH HOME	104927 - UTILITIES
PAROWAN TREASURER	25844	614707222015	07/23/2015	35.02	LIONS PAVILLION	107027 - UTILITIES
PAROWAN TREASURER	25844	614707222015	07/23/2015	1,052.03	SWIMMING POOL	106927 - UTILITIES
PAROWAN TREASURER	25844	614907222015	07/23/2015	43.73	CEMETERY WATER	108027 - UTILITIES
PAROWAN TREASURER	25844	615407222015	07/23/2015	2,616.81	MAIN CANYON WELL	514027 - UTILITIES
PAROWAN TREASURER	25844	618907222015	07/23/2015	95.33	CHLORINATOR	574027 - UTILITIES
PAROWAN TREASURER	25844	618907222015	07/23/2015	185.56	CITY RESERVOIR	574027 - UTILITIES
PAROWAN TREASURER	25844	6189707222015	07/23/2015	370.18	EXB BUILDING	107126 - MAINTENANCE MATERIA
PAROWAN TREASURER	25844	6189730722201	07/23/2015	167.58	FAIR GR CON STAND	107126 - MAINTENANCE MATERIA
PAROWAN TREASURER	25844	6189740722201	07/23/2015	76.48	BBALL CONCESSIONS	107027 - UTILITIES
PAROWAN TREASURER	25844	6189750722201	07/23/2015	21.01	SOCCER FIELD	107027 - UTILITIES
PAROWAN TREASURER	25844	620007222015	07/23/2015	73.49	RACE TRACK WELL	574027 - UTILITIES
PAROWAN TREASURER	25844	751307222015	07/23/2015	1,088.78	WEEKS POND	107027 - UTILITIES
PAROWAN TREASURER	25844	751807222015	07/23/2015	14.66	POWER PLANT	534027 - UTILITIES
PAROWAN TREASURER	25844	760407222015	07/23/2015	14.66	PI 100 S & MAIN	107027 - UTILITIES
PAROWAN TREASURER	25844	760507222015	07/23/2015	14.66	CHURCH SQUARE	107027 - UTILITIES

\$8,313.31

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PELORUS METHODS, INC	25921	150901	08/06/2015	13.50	PELORUS SPLIT	104231 - PROFESSIONAL AND TE
PELORUS METHODS, INC	25921	150901	08/06/2015	13.50	PELORUS SPLIT	105731 - PROFESSIONAL AND TE
PELORUS METHODS, INC	25921	150901	08/06/2015	13.50	PELORUS SPLIT	105831 - PROFESSIONAL AND TE
PELORUS METHODS, INC	25921	150901	08/06/2015	13.50	PELORUS SPLIT	106931 - PROFESSIONAL AND TE
PELORUS METHODS, INC	25921	150901	08/06/2015	13.50	PELORUS SPLIT	108031 - PROFESSIONAL & TECH
PELORUS METHODS, INC	25921	150901	08/06/2015	67.50	PELORUS SPLIT	105431 - PROFESSIONAL AND TE
PELORUS METHODS, INC	25921	150901	08/06/2015	135.00	PELORUS SPLIT	104331 - PROFESSIONAL AND TE
PELORUS METHODS, INC	25921	150901	08/06/2015	135.00	PELORUS SPLIT	524031 - PROFESSIONAL & TECH
PELORUS METHODS, INC	25921	150901	08/06/2015	135.00	PELORUS SPLIT	544031 - PROFESSIONAL AND TE
PELORUS METHODS, INC	25921	150901	08/06/2015	150.00	PELORUS SPLIT	574031 - PROFESSIONAL AND TE
PELORUS METHODS, INC	25921	150901	08/06/2015	270.00	PELORUS SPLIT	514031 - PROFESSIONAL & TECH
PELORUS METHODS, INC	25921	150901	08/06/2015	270.00	PELORUS SPLIT	534031 - PROFESSIONAL & TECH
PELORUS METHODS, INC	25921	150901	08/06/2015	270.00	PELORUS SPLIT	554031 - PROFESSIONAL & TECH
				\$1,500.00		
PETERSON PLUMBING SUPPLY	25922	07142015	08/06/2015	28.46	SPRINKLER PARTS, GLOVES	107026 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5169961	08/06/2015	21.75	SPRINKLER PARTS	107026 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5170617	08/06/2015	2.45	SHOP SPLIT	108126 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5170617	08/06/2015	2.45	SHOP SPLIT	514026 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5170617	08/06/2015	2.45	SHOP SPLIT	524026 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5170617	08/06/2015	2.45	SHOP SPLIT	534026 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5170617	08/06/2015	2.45	SHOP SPLIT	544026 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5170617	08/06/2015	2.45	SHOP SPLIT	574026 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5171273	08/06/2015	269.10	SPRINKLER PARTS	107026 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5171273	08/06/2015	269.10	SPRINKLER PARTS	107126 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5171497	08/06/2015	153.10	SOLENOID FOR "TAF" FILTER	108026 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5172163	08/06/2015	385.07	SPRINKLER PARTS	107126 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5175167	08/06/2015	22.58	SPUD COUPLING, SPUD FRICTION	107126 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5176227	08/06/2015	285.50	SPRINKLER PARTS	107026 - MAINTENANCE MATERIA
PETERSON PLUMBING SUPPLY	25922	5176829	08/06/2015	132.20	SPRINKLER PARTS	108026 - MAINTENANCE MATERIA
				\$1,581.56		
POSTMASTER	25874	07292015	07/30/2015	11.34	POSTAGE SPLIT	107048 - POSTAGE
POSTMASTER	25874	07292015	07/30/2015	11.34	POSTAGE SPLIT	107348 - POSTAGE
POSTMASTER	25874	07292015	07/30/2015	28.35	POSTAGE SPLIT	104348 - POSTAGE
POSTMASTER	25874	07292015	07/30/2015	28.35	POSTAGE SPLIT	105948 - POSTAGE
POSTMASTER	25874	07292015	07/30/2015	51.03	POSTAGE SPLIT	524048 - POSTAGE
POSTMASTER	25874	07292015	07/30/2015	51.03	POSTAGE SPLIT	544048 - POSTAGE
POSTMASTER	25874	07292015	07/30/2015	51.03	POSTAGE SPLIT	554048 - POSTAGE
POSTMASTER	25874	07292015	07/30/2015	102.06	POSTAGE SPLIT	574048 - POSTAGE
POSTMASTER	25874	07292015	07/30/2015	113.40	POSTAGE SPLIT	514048 - POSTAGE
POSTMASTER	25874	07292015	07/30/2015	119.07	POSTAGE SPLIT	534048 - POSTAGE
				\$567.00		
PUBLIC EMPLOYEES HEALTH PR	25845	0121556635	07/23/2015	32,210.96	JULY HEALTH COVERAGE/DENTAL COVERA	102250 - HEALTH INSURANCE PAY
PUBLIC EMPLOYEES HEALTH PR	25845	0121556636	07/23/2015	1,590.18	JULY HEALTH COVERAGE/DENTAL COVERA	102250 - HEALTH INSURANCE PAY
				\$33,801.14		
REBEL AUTOMATION	25854	07292015	07/29/2015	730.00	UPDATING EXISTING HMI SOFTWARE AND	514031 - PROFESSIONAL & TECH

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REBEL AUTOMATION	25854	07292015	07/29/2015	730.00	UPDATING EXISTING HMI SOFTWARE AND	524031 - PROFESSIONAL & TECH
REBEL AUTOMATION	25854	07292015	07/29/2015	730.00	UPDATING EXISTING HMI SOFTWARE AND	544031 - PROFESSIONAL AND TE
REBEL AUTOMATION	25854	07292015	07/29/2015	730.00	UPDATING EXISTING HMI SOFTWARE AND	574031 - PROFESSIONAL AND TE
				\$2,920.00		
ROBINSON RENTALS	25923	116935	08/06/2015	19.46	control, throttle trimmer	107026 - MAINTENANCE MATERIA
ROCKY MOUNTAIN POWER	25846	8001407212015	07/23/2015	273.69	2600 N 2600 W	544027 - UTILITIES
ROCKY MOUNTAIN POWER	25846	800307212015	07/23/2015	889.04	2650 W 2600 N + 80% CONTRACT MINIMUM	544027 - UTILITIES
				\$1,162.73		
ROSENBERG ASSOCIATES	25847	11166	07/23/2015	125.00	ROBINS NEXT SUBDIVISION, LOT 5 AMEND	105826 - MAINTENANCE MATERIA
ROSENBERG ASSOCIATES	25875	11165	07/30/2015	1,235.00	PROFESSIONAL SERVICES FROM JUNE 2, 2	544031 - PROFESSIONAL AND TE
				\$1,360.00		
SCHOLZEN PRODUCTS	25876	6057946-00	07/30/2015	28.69	PIPE FITTINGS	107026 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25876	6057946-00	07/30/2015	28.69	PIPE FITTINGS	107126 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25876	6057946-00	07/30/2015	28.69	PIPE FITTINGS	108026 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25876	6059098-00	07/30/2015	238.82	MACRO COUPLINGS	514026 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25876	6059098-00	07/30/2015	238.82	MACRO COUPLINGS	574026 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25876	6059808-00	07/30/2015	230.47	MACRO COUPLINGS	514026 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25876	6059808-00	07/30/2015	230.47	MACRO COUPLINGS	574026 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25876	HR030004141	07/30/2015	124.80	CYLINDER RENTAL INVOICE	514026 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25876	HR1002591	07/30/2015	647.01	CHLORINE GAS, LIQUEFIED	544026 - MAINTENANCE MATERIA
				\$1,796.46		
SHAYNE SCOTT	25877	07302015	07/30/2015	247.22	REIMBURSEMENT FOR MILEAGE - CEDAR/L	104323 - TRAVEL, MEALS AND LO
SKY BLUE INDUSTRIES INC.	25848	0032662-IN	07/23/2015	311.00	CHEMICALS FOR SWIMMING POOL	106926 - MAINTENANCE MATERIA
SKY BLUE INDUSTRIES INC.	25924	0032823-IN	08/06/2015	723.14	CHEMICALS FOR SWIMMING POOL	106926 - MAINTENANCE MATERIA
				\$1,034.14		
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	15.41	TELEPHONE SPLIT	104228 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	15.41	TELEPHONE SPLIT	105728 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	15.41	TELEPHONE SPLIT	105828 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	15.41	TELEPHONE SPLIT	106928 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	15.41	TELEPHONE SPLIT	107128 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	15.41	TELEPHONE SPLIT	108028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	30.83	TELEPHONE SPLIT	104128 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	30.83	TELEPHONE SPLIT	105928 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	38.53	TELEPHONE SPLIT	574028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	57.80	TELEPHONE SPLIT	524028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	57.80	TELEPHONE SPLIT	544028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	77.07	TELEPHONE SPLIT	104328 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	77.07	TELEPHONE SPLIT	105428 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	115.60	TELEPHONE SPLIT	514028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25925	08042015	08/06/2015	192.67	TELEPHONESPLIT	534028 - TELEPHONE
				\$770.66		
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	0.76	OFFICE SUPPLIES SPLIT	104224 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	0.76	OFFICE SUPPLIES SPLIT	105824 - OFFICE SUPPLIES AND E

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SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	0.76	OFFICE SUPPLIES SPLIT	106926 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	0.76	OFFICE SUPPLIES SPLIT	108026 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	1.51	OFFICE SUPPLIES SPLIT	104124 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	1.51	OFFICE SUPPLIES SPLIT	105926 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	3.78	OFFICE SUPPLIES SPLIT	105424 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	5.29	OFFICE SUPPLIES SPLIT	104324 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	7.16	OFFICE SUPPLIES SPLIT	524024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	7.16	OFFICE SUPPLIES SPLIT	544024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	7.96	OFFICE SUPPLIES SPLIT	574026 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	11.94	OFFICE SUPPLIES SPLIT	554024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	14.33	OFFICE SUPPLIES SPLIT	514024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68533	07/23/2015	15.92	OFFICE SUPPLIES SPLIT	534024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	0.95	OFFICE SUPPLIES SPLIT	104224 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	0.95	OFFICE SUPPLIES SPLIT	105824 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	0.95	OFFICE SUPPLIES SPLIT	106926 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	0.95	OFFICE SUPPLIES SPLIT	108026 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	1.90	OFFICE SUPPLIES SPLIT	104124 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	1.90	OFFICE SUPPLIES SPLIT	105926 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	4.75	OFFICE SUPPLIES SPLIT	105424 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	6.63	OFFICE SUPPLIES SPLIT	104324 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	9.00	OFFICE SUPPLIES SPLIT	524024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	9.00	OFFICE SUPPLIES SPLIT	544024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	10.00	OFFICE SUPPLIES SPLIT	574026 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	15.00	OFFICE SUPPLIES SPLIT	554024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	18.00	OFFICE SUPPLIES SPLIT	514024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25849	68545	07/23/2015	20.00	OFFICE SUPPLIES SPLIT	534024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25878	68549	07/30/2015	88.00	COPY PAPER FOR LIBRARY	107524 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	0.25	OFFICE SUPPLIES SPLIT	104224 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	0.25	OFFICE SUPPLIES SPLIT	106926 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	0.27	OFFICE SUPPLIES SPLIT	105824 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	0.51	OFFICE SUPPLIES SPLIT	104124 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	1.27	OFFICE SUPPLIES SPLIT	105926 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	1.78	OFFICE SUPPLIES SPLIT	104324 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	2.41	OFFICE SUPPLIES SPLIT	524024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	2.41	OFFICE SUPPLIES SPLIT	544024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	2.68	OFFICE SUPPLIES SPLIT	574026 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	4.02	OFFICE SUPPLIES SPLIT	554024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	4.82	OFFICE SUPPLIES SPLIT	514024 - OFFICE SUPPLIES AND E
SOUTHERN UTAH OFFICE MACHI	25926	68650	08/06/2015	5.36	OFFICE SUPPLIES SPLIT	534024 - OFFICE SUPPLIES AND E
				\$294.37		
SOUTHERN UTAH UNIVERSITY	25927	S0030547	08/06/2015	40.00	WATER LABS K201501421 & K201501422	514031 - PROFESSIONAL & TECH
SPILLMAN TECHNOLOGIES, INC	25850	30680	07/23/2015	2,637.00	ANNUAL MAINTENANCE FROM 8/1/15 TO 7/3	105431 - PROFESSIONAL AND TE
STANDARD PLUMBING SUPPLY C	25851	ETH085	07/23/2015	3.68	CLOSET SPUD GASKET - FAIR BUILDING	107126 - MAINTENANCE MATERIA
STANDARD PLUMBING SUPPLY C	25851	ETJ215	07/23/2015	26.63	VALVE TRAP COVER	107026 - MAINTENANCE MATERIA
				\$30.31		

Parowan City
Check Register

General Checking - 07/21/2015 to 08/11/2015

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
STATE BANK OF SOUTHERN UTA	8031501	PR072415-424	08/03/2015	1,789.06	Medicare Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	8031501	PR072415-424	08/03/2015	5,079.67	Federal Income Tax	102222 - FEDERAL WITHHOLDING
STATE BANK OF SOUTHERN UTA	8031501	PR072415-424	08/03/2015	7,650.04	Social Security Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	8031501	PR072715-424	08/03/2015	44.33	Federal Income Tax	102222 - FEDERAL WITHHOLDING
STATE BANK OF SOUTHERN UTA	8031501	PR072715-424	08/03/2015	127.82	Medicare Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	8031501	PR072715-424	08/03/2015	546.62	Social Security Tax	102221 - FICA PAYABLE
				\$15,237.54		
STOTZ EQUIPMENT	25879	P52105	07/30/2015	247.17	BLADE, BOLT, WASHER, LOCK NUT, FREIGH	106126 - MAINTENANCE, MATERIA
STOTZ EQUIPMENT	25879	P52474	07/30/2015	7.89	BUSHING	107025 - REPAIRS TO EQUIPMENT
				\$255.06		
SWAPP, SARAH	25880	100000123.0728	07/30/2015	156.72	Deposit Refund: 100000123 - SWAPP, SARAH	532135 - CUSTOMER DEPOSITS
UAMPS	25881	07292015	07/30/2015	54,655.66	JUNE 2015 POWER PURCHASE	534050 - POWER PURCHASE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	7.04	INSURANCE SPLIT	104214 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	7.04	INSURANCE SPLIT	105714 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	7.04	INSURANCE SPLIT	105814 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	7.04	INSURANCE SPLIT	106914 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	7.04	INSURANCE SPLIT	107114 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	7.04	INSURANCE SPLIT	108014 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	14.07	INSURANCE SPLIT	104114 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	35.18	INSURANCE SPLIT	105414 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	43.00	INSURANCE SPLIT	524014 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	49.22	INSURANCE SPLIT	104314 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	78.18	INSURANCE SPLIT	574014 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	97.72	INSURANCE SPLIT	544014 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	140.72	INSURANCE SPLIT	514014 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	140.72	INSURANCE SPLIT	534014 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 H	08/06/2015	140.72	INSURANCE SPLIT	554014 - INSURANCE
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	21.58	WORKERS COMP	104216 - WORKMEN'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	21.58	WORKERS COMP	105716 - WORKMEN'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	21.58	WORKERS COMP	105816 - WORKMEN'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	21.58	WORKERS COMP	106916 - WORKMANS COMP
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	21.58	WORKERS COMP	107116 - WORKERS COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	21.58	WORKERS COMP	108016 - WORKMEN'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	43.16	WORKERS COMP	104116 - WORKER'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	43.16	WORKERS COMP	105916 - WORKER'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	82.99	WORKERS COMP	524016 - WORKMEN'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	82.99	WORKERS COMP	554016 - WORKMEN'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	82.99	WORKERS COMP	574016 - WORKMEN'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	107.88	WORKERS COMP	104316 - WORKMEN'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	107.88	WORKERS COMP	105416 - WORKMEN'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	199.18	WORKERS COMP	544016 - WORKER'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	282.17	WORKERS COMP	514016 - WORKMEN'S COMPENSA
UTAH LOCAL GOVERNMENTS TR	25928	08052015 W	08/06/2015	497.95	WORKERS COMP	534016 - WORKMEN'S COMPENSA
				\$2,441.61		
UTAH RETIREMENT SYSTEMS	729201502	PR071015-487	07/29/2015	208.33	Roth IRA	102230 - RETIREMENT PAYABLE

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Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
UTAH RETIREMENT SYSTEMS	729201502	PR071015-487	07/29/2015	1,060.37	401k Loan	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	729201502	PR071015-487	07/29/2015	1,784.88	457 Plan	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	729201502	PR071015-487	07/29/2015	4,164.80	401k Plan	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	729201502	PR071015-487	07/29/2015	9,763.84	State Retirement	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	8031502	PR072415-487	08/03/2015	208.33	Roth IRA	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	8031502	PR072415-487	08/03/2015	1,060.37	401k Loan	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	8031502	PR072415-487	08/03/2015	1,442.37	457 Plan	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	8031502	PR072415-487	08/03/2015	4,099.85	401k Plan	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	8031502	PR072415-487	08/03/2015	9,902.17	State Retirement	102230 - RETIREMENT PAYABLE
				\$33,695.31		
UTAH STATE TAX COMMISSION	25891	PR071015-490	08/03/2015	2,469.08	State Income Tax	102223 - STATE WITHHOLDING PA
UTAH STATE TAX COMMISSION	25891	PR072415-490	08/03/2015	2,476.89	State Income Tax	102223 - STATE WITHHOLDING PA
UTAH STATE TAX COMMISSION	25891	PR072715-490	08/03/2015	36.33	State Income Tax	102223 - STATE WITHHOLDING PA
UTAH STATE TAX COMMISSION	25929	JULY 2015	08/06/2015	7,604.36	SALES TAX FOR PERIOD 07012015 - 073120	532150 - SALES TAX PAYABLE
				\$12,586.66		
UTAH STATE TREASURER	25930	JULY 2015	08/06/2015	3,191.02	JULY 2015 COURT SURCHARGE	104236 - ASSESSMENTS
UTAH TACTICAL OFFICERS ASSO	25883	07312015	07/31/2015	25.00	MEMBERSHIP APPLICATION FOR CHIEF CA	105433 - EDUCATION AND TRAINI
UTAH VALLEY UNIVERSITY	25852	A22478	07/23/2015	70.00	RECERT FOR R. Benson, D. Burton, C. Christi	105733 - EDUCATION AND TRAINI
VERIZON WIRELESS	25931	9749355350	08/06/2015	17.64	VERIZON SPLIT - CELL PHONE	104228 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	17.64	VERIZON SPLIT - CELL PHONE	105728 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	17.64	VERIZON SPLIT - CELL PHONE	105828 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	17.64	VERIZON SPLIT - CELL PHONE	106928 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	17.64	VERIZON SPLIT - CELL PHONE	107128 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	17.65	VERIZON SPLIT - CELL PHONE	108028 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	35.28	VERIZON SPLIT - CELL PHONE	104128 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	35.28	VERIZON SPLIT - CELL PHONE	107228 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	44.11	VERIZON SPLIT - CELL PHONE	554028 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	44.11	VERIZON SPLIT - CELL PHONE	574028 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	66.16	VERIZON SPLIT - CELL PHONE	524028 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	66.16	VERIZON SPLIT - CELL PHONE	544028 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	88.21	VERIZON SPLIT - CELL PHONE	104328 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	88.21	VERIZON SPLIT - CELL PHONE	105428 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	132.32	VERIZON SPLIT - CELL PHONE	514028 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	176.42	VERIZON SPLIT - CELL PHONE	534028 - TELEPHONE
VERIZON WIRELESS	25931	9749355350	08/06/2015	269.98	KELLY'S NEW PHONE (KELLY REIMBURSED)	514028 - TELEPHONE
				\$1,152.09		
WHEELER MACHINERY CO	25932	RS0000031876	08/06/2015	2,666.66	EQUIPMENT RENTAL - CATERPILLAR - 7/30/	574058 - LEASE PAYMENT - WHEE
WHEELER MACHINERY CO	25932	RS0000031876	08/06/2015	2,666.67	EQUIPMENT RENTAL - CATERPILLAR - 7/30/	514058 - LEASE PAYMENT - WHEE
WHEELER MACHINERY CO	25932	RS0000031876	08/06/2015	2,666.67	EQUIPMENT RENTAL - CATERPILLAR - 7/30/	524058 - LEASE PAYMENT - WHEE
				\$8,000.00		
WHITING, LAURA	25933	120452005.0801	08/06/2015	9.86	Deposit Refund: 120452005 - WHITING, LAUR	532135 - CUSTOMER DEPOSITS
WORKFORCE QA	25882	500652	07/30/2015	10.00	DRUG SCREENING - TYLER SULLIVAN - RA	106031 - PROFESSIONAL AND TE
WORKFORCE QA	25882	500652	07/30/2015	10.00	DRUG SCREENING - TYLER SULLIVAN - RA	514031 - PROFESSIONAL & TECH
WORKFORCE QA	25882	500652	07/30/2015	10.00	DRUG SCREENING - TYLER SULLIVAN - RA	524031 - PROFESSIONAL & TECH

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Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
WORKFORCE QA	25882	500652	07/30/2015	10.00	DRUG SCREENING - TYLER SULLIVAN - RA	544031 - PROFESSIONAL AND TE
WORKFORCE QA	25882	500652	07/30/2015	10.00	DRUG SCREENING - TYLER SULLIVAN - RA	574031 - PROFESSIONAL AND TE
				\$50.00		
				\$240,864.14		

Dated _____
 Mayor _____
 City Council _____

 City Recorder _____
 City Treasurer _____

CMB

CERTIFIED SALARY SCHEDULE FOR 2015/2016								
DEPT.	EMPLOYEE	SALARY/WAGE	JOB CODE	%	JOB CODE	%	JOB CODE	%
ADMIN	Bassett, Callie	\$18.55/hr	104311	80	514011	5	524011	2.5
	medical/dental	\$20,061.36/yr	534011	10	544011	2.5		
	Gale, Stacy	\$11.17/hr	104311	10	514011	20	524011	10
			534011	40	544011	10	554011	10
	Scott, Shayne	\$80,184.00/yr	104311	35	514011	20	524011	5
	medical/dental	\$17,301.60/yr	534011	30	544011	5	554011	
	Health Savings Account	\$2,400/yr	574011	5				
	Schiers, Judy	\$20.55/hr	104311	16	105411	4	514011	20
	dental	\$1,178.16/yr	524011	5	534011	40	544011	5
	health pay	\$9,441.60/yr	554011	5	574011	5		
	Shurtleff, Heather	\$13.09/hr	104311	50	514011	10	524011	5
	health pay	\$10,030.68/yr	534011	20	544011	5	554011	10
PW	Biasi, Aldo	\$23.20/hr	108011	5	514011	20	524011	25
	medical/dental	\$20,061.36/yr	544011	25	554011	10	574011	15
	Biasi, Richard	\$24.92/hr	105411	5	105711	5	106011	5
	medical/dental	\$20,061.36/yr	107011	5	107111	5	514011	25
			524011	7.5	534011	15	544011	7.5
			554011	15	574011	5		
	Dalley, Justin	\$13.21/hr	107011	30	107111	25	108011	25
	medical/dental	\$20,061.36/yr	514011	10	574011	10		
	Dalton, John	\$15.15/hr	107011	29	107111	29	108011	29
	medical/dental	\$6,356.40/yr	514011	5	554011	3	574011	5
	Health Savings Account	\$1,200.00/yr						
	health pay	\$10,945.20/yr						
Evans, Cobe	\$17.90/hr	1008511	10	514011	25	524011	17.5	
health pay	\$10,030.68/yr	544011	17.5	554011	15	574011	15	
Matheson, Cleve	\$20.27/hr	105811	60	514011	20	524011	5	
dental	\$1,178.16/yr	544011	5	574011	10			
health pay	\$9,441.60/yr							
Stones, Kelly	\$26.68/hr	106011	20	514011	25	524011	12.5	
medical/dental	\$20,061.36/yr	544011	12.5	554011	5	574011	5	
Sullivan, Tyler	\$17.20/hr	106011	5	514011	15	524011	7.5	
medical/dental	\$20,061.36/yr	544011	7.5	554011	50	574011	15	
VanDeWeerd, Ray	\$14.14/hr	107011	29	107111	29	108011	29	
health pay	\$10,030.68/yr	514011	2	524011	1	534011	5	
		544011	1	554011	2	574011	2	

DEPT.	EMPLOYEE	SALARY/WAGE	JOB CODE	%	JOB CODE	%	JOB CODE	%
Legislative cont	Johnson, Ben	\$1,674.48/yr.	104111	30	514010	25	524011	7.5
	<i>health pay</i>	\$10,030.68/yr	534011	25	544011	7.5	574011	5
	Thayer, Steve	\$1,674.48/yr.	104111	30	514010	25	524011	7.5
	<i>medical/dental</i>	\$14,738.40/yr	534011	25	544011	7.5	574011	5
	<i>health pay</i>	\$5,322.96/yr						
	Orton, Jay	\$1,674.68/yr	104111	30	514010	25	524011	7.5
	<i>health pay</i>	\$10,030.68/yr	534011	25	544011	7.5	574011	5
LIBRARY	Lister, Gayle	\$8.47/hr	107511	100				
	Robinson, Kristen	\$19.85/hr	107511	100				
	<i>medical/dental</i>	\$14,738.40/yr						
	<i>health pay</i>	\$5,322.96/yr						
EVENTS	Smith, Jet	\$15.91/hr	107211	100				
	<i>medical/dental</i>	\$20,061.36/yr						
VISITOR CTR	Cable, Carol	\$8.34/hr	105912	100				
	Stade, Dottie	\$8.34/hr	105912	100				
FIRE DEPT	Schiers, Dave	\$2,500/yr	105711	100				
		<i>plus fire runs</i>						

RESOLUTION NO. 2015-08-01

A RESOLUTION TO ALTER COLLECTION OF COMMERCIAL IMPACT FEES TO 60% OF FULL COST

WHEREAS, the City of Parowan, Iron County, State of Utah, a body politic, is a municipal corporation organized and established for the purpose of serving its residents; and

WHEREAS, the City of Parowan provides various services within its community including providing opportunities for commercial entities to create new business and employment opportunities for its citizens; and

WHEREAS the City of Parowan distributes or makes utility and other services available to new commercial business construction upon condition that various impact fees be paid by the applicant; and

WHEREAS, the City of Parowan has previously heretofore adopted by ordinance its impact fee schedule for newly constructed commercial businesses; and

WHEREAS, the City of Parowan recognizes the economic difficulties currently being experienced by commerce and desires to provide temporary incentives to new businesses which in turn will create job opportunities to its citizens; and

WHEREAS, the City of Parowan deems it in the best interest of its citizens and the community to alter the collection of impact fees for commercial purposes to 60% of regular full cost for an indefinite amount of time.

NOW THEREFORE, IT IS HEREBY RESOLVED that from the date of this Resolution, Parowan City shall collect 60% of all commercial impact fees for an undetermined period of time for the purpose of encouraging business growth through affording an economic incentive to new commercial industry. Any business that would normally pay impact fees to Parowan City that has pulled a building permit shall only pay 60% of the calculated total for the project for which the building permit as long as this Resolution is in place.

BE IT FURTHER RESOLVED that all resolutions, and parts of resolutions, in conflict herewith be hereby repealed.

This resolution is hereby passed and adopted by the Parowan City Council on the 13 day of August, 2015, and will take effect in accordance with the terms set forth herein.

[Signature on Following Page]

Donald G. Landes, Mayor

Voting:
Aye
Nay
Abstain
Absent

Steven Thayer	_____	_____	_____	_____
Ben Johnson	_____	_____	_____	_____
Steve Weston	_____	_____	_____	_____
Troy L. Houston	_____	_____	_____	_____
Alan H. Adams	_____	_____	_____	_____

Attested by:

Callie Bassett

Parowan Center Creek Project Update

August 13, 2015

1. Penstock Project:
 - a. Penstock from ~1100 ft downstream of Forebay to the Plant was completed ~May 2015.
 - b. Penstock from Diversion to connection w/existing penstock is on hold with FERC
 - i. FERC is currently “sitting” on the approval
 - c. Bypass Line – lead time for plunger valve ~5 months (Dec – Jan)

2. Powerhouse Project:
 - a. Renovation work is substantially complete
 - b. Hydro Equipment is installed and has been initially started up (July 31st)
 - c. Startup & Commissioning is being handled by BTB, a subcontractor to CHEC
 - i. Due to scheduling, BTB is not available to complete startup until mid-September
 - d. Blackburn & Associates (B&A) Contract Status
 - i. Original contract completion date – April 24, 2015
 - ii. Current change order time ~ 42 days; Revised completion of ~June 5, 2015
 1. B&A has submitted for additional time for past items – currently in review
 - e. Startup concerns between contractors:
 - i. BTB/CHEC and B&A each have reported that they each performed additional work during startup, which was either supposed to be completed by the other contractor, or which was required at the time of startup but not specifically shown on the plans. Each intends to submit a change order for their respective additional work.
 - ii. Elements of schedule conflict and current delay:
 1. BTB was available through the end of July to perform startup
 2. B&A was not prepared for startup until mid-July
 3. Electrical work was not completed prior to BTB arriving on site
 4. BTB worked alongside B&A to complete electrical (and other misc. items) to prepare the system for startup, but did not have time for actual startup
 5. BTB’s previously scheduled work on other projects prevents their return until September at the earliest

3. Remaining Work:
 - a. Powerhouse Startup & Commissioning – Sept/Oct (Best Case Scenario)
 - b. Powerhouse Punch List Items & Final Changes – Sept 2015
 - c. Bypass Line @ Powerhouse – Jan – March 2016 (Weather Dependent)
 - d. Penstock @ Diversion – Upon FERC Construction Authorization (Currently Unknown)

4. Budget Status (See Attached Budget)

SUNRISE ENGINEERING INC.

NAME OF OWNER: **PAROWAN CITY**

PAY REQUEST COVERED

9

DESCRIPTION OF JOB:

FROM: 30-Jun-15

PAROWAN CENTER CREEK HYDRO AND PENSTOCK PROJECT

TO: 31-Jul-15

CLASSIFICATION	BUDGET/ CONTRACT AMOUNT	PREVIOUSLY DISBURSED	THIS REQUEST	TOTAL REQUESTS	LEFT IN BUDGET
A CONSTRUCTION - CHEC USA					
Original Contract	\$596,000.00	\$520,200.00	\$0.00	\$520,200.00	\$57,800.00
Retainage		\$0.00	\$0.00	\$0.00	
Change Orders	-\$18,000.00				
<i>Total</i>	\$578,000.00				
B CONSTRUCTION - PRECISION PIPE					
Original Contract	\$1,264,187.50	\$1,218,222.52	\$0.00	\$1,218,222.52	\$165,641.54
Retainage		\$0.00	\$0.00	\$0.00	
Change Orders	\$119,676.56	\$0.00	\$0.00	\$0.00	
<i>Total</i>	\$1,383,864.06				
C CONSTRUCTION - POWER HOUSE - B&A					
Original Contract (Budget Estimate Only)	\$319,643.00	\$273,654.14	\$31,735.37	\$305,389.51	\$25,363.35
Retainage		\$14,402.86	\$1,670.28	\$16,073.14	
Change Orders	\$27,183.00				
<i>Total</i>	\$346,826.00				
D MATERIALS SUPPLY - ISCO					
Original Contract	\$310,899.20	\$225,845.10	\$0.00	\$225,845.10	\$0.00
Retainage		\$0.00	\$0.00	\$0.00	
Change Orders	-\$85,054.10				
<i>Total</i>	\$225,845.10				
D MATERIALS SUPPLY - FERGUSON					
Original Contract	\$475,547.80	\$578,489.63	\$0.00	\$578,489.63	\$0.00
Retainage		\$0.00	\$0.00	\$0.00	
Change Orders	\$102,941.83				
<i>Total</i>	\$578,489.63				
E ENGINEERING - SUNRISE					
Original Contract	\$649,850.00	\$671,198.08	\$11,423.75	\$682,621.83	\$54,868.17
Amendments	\$87,640.00				
<i>Total</i>	\$737,490.00				
F PRELIM. FEASIBILITY REPORT					
<i>Total</i>	\$29,533.65	\$29,533.65	\$0.00	\$29,533.65	\$0.00
F LEGAL					
Bill Prater	\$5,680.00	\$5,680.00	\$0.00	\$5,680.00	\$0.00
Eric Johnson	\$14,009.00	\$14,009.00	\$0.00	\$14,009.00	\$0.00
BWR Funding Fees (Estimate)	\$20,700.00	\$20,700.00	\$0.00	\$20,700.00	\$0.00
<i>Total</i>	\$40,389.00				
G OTHER EXPENSES					
Zions Bank Fees	\$4,100.00	\$4,100.00	\$0.00	\$4,100.00	\$0.00
Scholzens Invoices for Line Repair Items	\$422.80	\$422.80	\$0.00	\$422.80	\$0.00
<i>Total</i>	\$4,522.80				
H CONTINGENCY	\$150,039.76				
<i>Expenditures Including Retainage:</i>		\$3,576,457.78	\$44,829.40	\$3,621,287.18	
<i>Less Retainage Withheld:</i>		\$14,402.86	\$1,670.28	\$16,073.14	
NET CUMULATIVE	\$4,075,000.00	\$3,562,054.92	\$43,159.12	\$3,605,214.04	\$469,785.96
BOARD OF WATER RESOURCES (Loan)	\$3,464,000.00	LESS PREVIOUS DISBURSEMENT		\$3,562,054.92	Contingency
PAROWAN CITY	\$ 611,000.00	AMOUNT REQUESTED		\$43,159.12	\$150,039.76

Possible Fire Department Volunteer Benefits

- Cut Fire Department Volunteers Power bills by 50%
- Same fringe benefits extended to city employees (pool pass, etc)
- Invite volunteers to any and all city wide events, parties, etc
-
- other

24.80 Off-Street Parking Requirements

- [24.80.010 Off-Street Parking Required](#)
- [24.80.020 Number Of Parking Spaces](#)
- [24.80.030 Access Requirements](#)
- [24.80.040 Location Of Gasoline Pumps](#)
- [24.80.050 Maintenance Of Parking Lots](#)

24.80.010 Off-Street Parking Required

At the time any building or structure is erected or enlarged or increased in capacity or any use is established, there shall be provided off-street parking spaces for automobiles adjacent to the building, structure of use in accordance with the following requirements **except for Center Street to 100 North block on Main Street on both sides of Main Street:**

24.80.020 Number Of Parking Spaces

The number of off-street parking spaces required shall be as follows:

1. Dwellings, single-family, two-family. Two (2) parking spaces for each three (3) seats of maximum seating capacity.
2. Retail stores, shops. One (1) parking space for each two hundred (200) square feet of retail floor space in the building, plus one (1) parking space for each three (3) employees working on the highest employment shift.
3. Churches and meeting halls. One (1) parking space for each three (3) seats of maximum seating capacity.
4. All other uses. As determined by the Parowan Planning Commission, based on nearest comparable standards.

24.80.030 Access Requirements

Adequate ingress and egress to and from all uses shall be provided as follows:

1. Residential Lots. For each residential lot not more than two (2) driveways, each of which shall be a maximum of twenty (20) feet wide at the street lot line, and such driveways shall not be closer than twelve (12) feet to each other. No driveway shall be closer than twenty (20) feet of any intersection at any corner as measured along the property line.
2. Other than Residential Lots. Access shall be provided to meet the following requirements:
 1. Not more than two (2) driveways shall be used for each one hundred (100) feet or fraction thereof of frontage on any street with the exception of u-shaped driveways.
 2. No two (2) of said driveways shall be closer to each other than twelve (12) feet, and no driveway shall be closer to a side property line than three (3) feet.
 3. No driveway shall be closer than twenty (20) feet of any intersection at any corner as measured along the property line.

4. Where there is no existing curb and gutter or sidewalk, the applicant may at his option install a safety island and curb, or, in place thereof shall construct along the entire length of the property line (except in front of the permitted driveways) a curb, fence, or pipe rail not exceeding two (2) feet or less than eight (8) inches in height.
5. All other uses not listed above as determined by the Parowan City Planning Commission, based on the nearest compatible use standards.

24.80.040 Location Of Gasoline Pumps

Gasoline pumps shall be set back not less than eighteen (18) feet from any street line to which the pump island is perpendicular, and twelve (12) feet from any street line to which the pump island is parallel, and not less than ten (10) feet from any residential or agricultural district boundary line. If the pump island is set at an angle on the property, it shall be so located that the automobiles stopped for service will not extend over the property line. Siting of all gasoline pumps shall be subject to the Uniform Building Code and recommendations of the Parowan City Fire Marshall

24.80.050 Maintenance Of Parking Lots

Every parcel of land used as a public or private parking lot shall be developed and maintained in accordance with the following requirements:

1. Surfacing. Each off-street parking lot shall be surfaced with a surface adequate in relation to location and use. Parking lots serving a high volume of traffic shall be surfaced in such a way to provide a dustless surface. The parking area shall be so graded as to dispose of all surface water. If such water is to be carried to adjacent streets, it shall be piped under sidewalks.
2. Screening. The sides and rear of any off-street parking lot which face or adjoin a residential district shall be screened from such district by a masonry wall or solid visual barrier fence not less than four (4) or more than eight (8) feet in height.
3. Landscaping. Each parking lot shall be adequately landscaped and permanently maintained.
4. Lighting. Lighting used to illuminate any parking lot shall be arranged to reflect the light away from adjoining premises in any Residential district, and from street traffic.

ORDINANCE NO. 2014-03-05**(AN ORDINANCE ESTABLISHING PURCHASING PROCEDURES AND DISPOSAL OF CITY PROPERTY ADOPTED)**

WHEREAS, Parowan City is a municipal corporation which has an interest in repairing, purchasing, and replacing equipment, goods, and services from time to time; and

WHEREAS, Parowan City desires to contract with consultants, contractors and the like to perform certain services as needed; and

WHEREAS, Parowan City requires that certain procedures be established for the procurement of said equipment and professionals; and

WHEREAS, Parowan City desires to be fair and frugal with sacred government funds getting the most benefit for the least amount of expenditure; and

WHEREAS, the City did publish on the City's web site and posting the proposed ordinance; and

WHEREAS, the City opened the meeting for verbal comments from the Community and Council; and

WHEREAS, notice of a public hearing regarding the adoption of this Ordinance was properly published.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the City Council of Parowan City, Iron County, Utah that ordinances be amended to include the following language:

SECTION I. DEFINITIONS.

A. **Bidding:** Shall mean the procedures used to solicit quotations on price and delivery from various prospective suppliers of supplies, equipment, and contractual services.

B. **Bid Process:** Shall mean the type of procedures used by the City to solicit quotations and award bids or contracts. Examples include formal competitive bidding, competitive sealed proposals in lieu of bids, and open market procedure.

C. **Contractual Services:** Shall mean public works projects and other professional services, or other projects or services sought or obtained from sources other than regular City employees, including architectural, engineering and/or other consulting services.

D. **Estimates of Requirements:** Shall mean forecasts of future requirements for

supplies, equipment, or contractual services submitted by city departments upon request of the purchasing agent or designee.

E. **Lowest Responsible Bidder:** Shall mean a bidder who has submitted the lowest bid to furnish supplies or contractual services to the City, and who meets the standards set forth in this definition. The lowest responsible bidder's bid shall comply with the specifications, delivery terms and conditions, and other qualifications and requirements included in the invitation for bids, and shall be accompanied by any bonds required by the City or other applicable law. In determining the lowest responsible bidder, the City shall give primary emphasis to bid price, but may also consider the following items in addition to contractual bid price:

1. The complexity of the project considered in conjunction with the ability, capacity, experience and skill of the bidder to perform the service required.
2. Whether the bidder can perform, or whether the contractor can provide his or her services within the time specified.
3. The quality and performance of the previous services by the bidder, either to the City or another entity.
4. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
5. The ability of the bidder to provide future maintenance and service.
6. The number and scope of conditions attached to the bid or price quotation.
7. The maintenance history of the product, the parts and service costs of the product, existing inventory, mechanics expertise, and ease of maintenance.
8. Bidder business location as detailed in Section V.F. A Local Bidder Preference. @

All bidders shall provide information and data requested by the City that will assist the City in determining whether or not a particular bidder is the A lowest responsible bidder. @ Failure of any bidder to adequately and fully address any bid information or data requested, at the time of unsealing the bids by the City, may result in disqualification of the bidder.

F. **Public property:** Any item of real or personal property owned by the City.

G. **Requisitions and Purchase Orders:** Are defined as the specific form used by a

department providing detailed information as to quantity, descriptions, estimated price, recommended supplier, and the documents used to commit City funds toward purchase.

H. **Supplies, Materials and Equipment:** Are defined as any tangible article or thing furnished to or used by any City department or employee in the performance of his or her duty. For purposes of brevity, supplies, materials and equipment shall be referred to as Asupplies.®

SECTION II. BID PROCESSES.

Except as otherwise required or allowed by state statutes, bids shall be accepted and awarded by the City pursuant to one of the bid processes outlined in this section. Section III establishes when each of these bid processes may be used. The City shall substantially comply with the following guidelines for the specific bid process used:

A. Formal Competitive Bidding.

1. Notice inviting bids issued.
 - a. Notice includes a general description of the articles to be purchased or the work to be performed, the location where bid blanks and specifications may be secured, and the time and place for opening bids.
 - b. The notice inviting bids shall be:
 - c.
 1. Published in a news paper of general circulation in Parowan City at least ten days before the date of the opening of the bids; and
 2. Posted on a public bulletin board in the City office at least ten days before the opening of the bids.

If the notice inviting bids is delivered to any prospective supplier, it shall be delivered to all known prospective suppliers, including those whose names are on a bidder=s list or who have made a written request that their names be added to the bidders list.

2. State Bid List.

If there is a quotation for the item desired to be purchased on the State Bid list, the City may invite prospective bidders to bid against the price quoted in the State Bid list.

3. Bid Procedure.

- d. Sealed bids shall be submitted as designated in the Notice with the

- statement Abid for (item or project)@ on the envelope.
- e. Bids shall be opened in public at the time and place stated in the public notice.
 - f. A tabulation of all bids received shall be opened for public inspection during the regular business hours for a period of not less than thirty (30) days after the bid opening. City reserves the right to require bidder to commence work prior to thirty (30) days in its sole discretion.
 - g. Bids submitted to the City shall be evaluated on the basis of compliance with specifications and other relevant criteria.

4. Bid Award.

Bids shall be awarded or rejected as set forth in this policy.

B. Competitive Sealed Proposals in Lieu of Bids.

This bid process may be used when the City Manager or his or her designee determines that the use of formal competitive bidding is either impractical or not advantageous to the City.

- 1. Notice.
 - a. Proposals shall be solicited through a request for proposals;
 - b. Notice shall be delivered to all known responsible prospective suppliers, including those whose names are on a bidder=s list or who have made a written request that their names be added to the bidders= list; and
 - c.
 - d. Notice shall be posted on a public bulletin board in the City office at least ten days before the opening of the bids.
- 2. Request for Proposals.

The request for proposals shall state the relative importance of the price, a statement governing revision of proposals pursuant to Section II, B4, and other evaluating factors.

- 3. Opening of Proposals.
 - a. Proposals shall be opened so as to avoid disclosure of contents to competing offers during the process of negotiating.
 - b. A register of proposals shall be maintained by the City for thirty (30) days after the contract award and shall be opened for public inspection.

4. Revision of Proposals.
 - a. As provided in the request for proposals, discussions may be conducted with responsible offers who submit proposals determined by the Parowan City Council to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements.
 - b. Offeror shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revision may be permitted after submission and prior to award for the purpose of obtaining best and final offers.
 - c. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

5. Award.

Awards shall be made to the responsible offeror whose proposal is determined to be most advantageous to the City, taking into consideration price, the evaluation factors set forth in the request for proposals, and other criteria set forth herein. Award of said bid shall be through the proper Requisition and/or Purchase Order.

C. Open Market Procedure.

1. Purchases shall, whenever possible, be based on at least three (3) bids (price quotations) and shall be awarded to the lowest responsible bidder.
2. Bids (price quotations) shall be solicited from prospective vendors by written request, said written request stating the relative importance of price and other evaluating factors.

D. Circumstances justifying award of contract without competition. A contract may be awarded for a supply, service, or construction item without competition when, under rules and regulations, the chief procurement officer, the head of purchasing agency, or a designee of either officer above the level of procurement office determines in writing:

1. There is only one source for the required supply, service or construction supply item.
2. The award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item.

E. Emergency procurement.

Notwithstanding any other provision of this purchasing policy, when there exists a threat to public health, welfare, safety or ability of the City to provide its services, under emergency conditions as determined by the City, the City may authorize the immediately award a contract for any supply, service or construction provided said procurement is made with as much competition as practicable under the circumstances and reasonably limited for the purpose of facilitating accomplishment of an emergency need.

SECTIONS III. CHOICE OF BID PROCESS.

Except as otherwise provided by provisions of state or federal law, purchases of supplies or contractual services shall follow one of the bid processes outlined below for the appropriate dollar amount. In cases where more than one alternative is listed as acceptable for a given dollar amount, the City shall utilize the more formal process, unless it is determined to be impractical or disadvantageous to the City. The City shall not incur any liability in choosing one alternative over another.

A. Suppliers and Contractual Services Having an Estimated Value of \$10,000.00 per year.

Except as otherwise waived herein, purchases of supplies or contractual services having an estimated value in excess of Five Thousand Dollars (\$10,000.00) shall be pursuant to one of the following procedures.

1. Formal Competitive Bidding.
2. Competitive sealed proposals in lieu of bid.

B. Supplies and Contractual Services Having an Estimated Value Between \$7,500.00 and \$10,000.00 Dollars Per Year.

Purchases of supplies or contractual services having an estimated value of greater than five hundred (\$7,500.00) dollars but less than or equal to five thousand (\$10,000.00) dollars shall be pursuant to one of the following procedures:

1. Formal Competitive Bidding
2. Competitive sealed proposals in lieu of bids.
3. Open market procedure.

C. Supplies and Contractual Services Having an Estimated Value of \$5,000.00 or Less Per Year.

Whenever the supplies or contractual services have an estimated value of two thousand (\$5,000.00) dollars or less, bid processes and price solicitation procedures may, but need not be followed due to time, expense and priority.

SECTION IV. EXCEPTIONS TO BIDDING REQUIREMENTS OF SECTION III.

Unless otherwise required by State or Federal Law, the bid process requirements set forth in Section III do not apply in the following situations:

A. Professional Service Contracts.

Contracts for professional service may be awarded at the request of the Parowan City Council. Professional Services shall include, but not be limited to the following: auditing, architecture, banking, insurance, engineering, appraisals, legal services, and other consulting services. Professional service contracts shall be awarded based on professional qualifications, service ability, cost of service and other criteria deemed important by the Parowan City Council.

B. Contracts not suited to Competitive Bidding.

Contracts which by their nature are not suited to award by competitive bidding shall not be subject to the bidding requirements set forth herein. These contracts include:

1. Contracts for items which may only be purchases from a single or sole source.
1. Contracts for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a particular person or firm.
2. Contracts for equipment which by reason of the training of City Personnel or the inventory or replacement parts maintained by the City, is more compatible with the existing equipment owned by the City.

C. Library Purchases.

The purchase of library books, records, tapes, films, publications, periodicals and subscriptions are specifically exempted from the competitive bidding requirements.

D. Auction, Close-out, Bankruptcy Sales.

If the Parowan City Council determines that supplies, materials or equipment can be purchased at a public auction, close-out sale, bankruptcy sale or other similar sale, and if the City

Manager determines that such a purchase at such auction or sale will be made at a cost below the market cost in the community, a contract or contracts may be let or purchase made without complying with the competitive bidding requirements set forth herein.

E. Exchanges

Exchanges of supplies, material or equipment between the City and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.

F. Projects Performed by City Employees.

City Employees may be used to complete city projects, provided that the City complies with state statutory requirements governing contracts for municipal public improvements.

G. State Bid List.

The City may purchase supplies from the vendor who has submitted the lowest bid price for such items to the State of Utah purchasing office at the quoted price without any solicitation or price quotation or invitation to bid. For such purposes, the quoted price shall be deemed to be the lowest price available for such items and the city need not follow any other bidding requirements.

H. Utah Correctional Industries Division.

Goods and services produced by the Utah Correctional Industries Division may be purchased from the Utah Correctional Industries Division without following any of the bidding requirements set forth herein.

I. Additional Work.

Any change orders, scope of work changes, extension of work, or other additions or corrections to existing contracting services, supplies, equipment or materials, whether constituting a reduction or increase in bid amount, to a current award.

SECTION V. BID AWARDS.

A. Rejection of Bids.

The Parowan City Council may reject any and all bids presented, for any or not reason, and/or may re-advertise for bids as set forth herein.

B. Lowest Responsible Bidder.

Except as otherwise allowed or required, a contract shall be awarded to the lowest responsible bidder.

C. Tie Bids.

If two (2) or more of the bids received are for the same total amount of list price, quality and service being equal, the City Manager or his or her designee may negotiate with the bidders and obtain the best bid possible, give a preference to a bidder operating within the County of Iron and/or give preference to a former bidder with whom the City has previously been provided prior favorable work product.

D. Single Bids.

The City Manager or his or her designee may require a price or cost analysis if only one (1) bid is received. The bidder may be required to furnish a detailed cost proposal, and the bid award shall be subject to review and negotiation.

E. Bonds.

Before entering a contract, the City may require performance, payment or other bonds deemed necessary in such amounts as deemed appropriate to protect the City interests. The types and amounts of bonds to be required shall be described in the notice inviting bids.

F. Local Bidder Preference.

1. In awarding bids for public work or for the procurement of supplies or services, preference shall be given to local Bidders unless such preference is prohibited by federal law or by the terms of a federal grant or loan, the proceeds of which are used to fund the public work or procurement of supplies and services.

A Local Bidder[®] is defined as a business having:

- a. A commercial office, store, distribution center or other place of business located within the boundaries of Iron County, with an intent to remain on a permanent basis; and
- b. who has a current City business license.

2. Both criteria must be met in order to qualify as a local bidder. If a low bid is submitted by a non-preferred bidder, the bid may be awarded to a local bidder if the local bidder's bid is within five percent (5%) of the low non-preferred bid, and if the local bidder agrees, in writing, within seventy two (72) hours after notification that it is the qualified preferred bidder, to meet the low bid. Such notice shall contain the exact bid submitted by the

non-preferred bidder, and except upon an emergency basis, the City shall not enter into a contract until seventy two (72) hours have elapsed after notification to the local bidder. The principal place of business of a local bidder may be elsewhere as long as a local branch meeting the above criteria is present. The domicile of one or more partners, owners, associates, directors, employees or agents shall not qualify for constituting a local bidder in the absence of an actual local business outlet.

SECTION VI. AGREEMENTS WITH OTHER AGENCIES.

Parowan City shall have the power to enter into joint purchase agreements with any or all other public agencies within the state for the purchase of any commodity, if the Parowan City Council finds the joint purchase agreement to be in the best interest of the City.

SECTION VII. PURCHASING PROCEDURE.

Subsequent to compliance with all bid requirements set forth herein, the following shall govern purchasing procedure.

A. Requisitions.

All purchases must be through a requisition. This is a form completed by the appropriate Parowan City department head or official, requesting the purchasing agent to make the purchase. This form includes essential information needed to make the purchase, such as the name of the department making the requests the authorized signature, account number, clear specifications for the articles to be purchased, the proper budget, an accurate estimate of the cost, and the name of the suggested vendor.

The account number shall be stamped on the requisition using the stamp provided each budget officer. This helps eliminate typing and clerical errors in reporting the proper budget account number.

The requisition should include all the items to be purchased on that requisition with complete information as to quantity, quality, color and size. If there are more items that will fit on the requisition, indicate Aas per attached list@ on the requisition and attach a typed list. The signatures needed on the requisition are the department head, recorder, and City Manager.

B. Purchase Orders.

A regular APurchase Order@ is a form issued by the purchasing agent for the items listed on the requisition and authorizes a vendor to deliver them to Parowan City Corporation. Nothing should be purchased by Parowan City Corporation without a Purchase Order. Persons doing otherwise may be requested to make the payment from their own funds. A regular Purchase

Order can be used as a blanket order to a limited number of vendors after proper authorization by the City Manger.

C. Emergency Orders

In the event of an emergency, a Purchase Order can be issued immediately and taken directly to the vendor and filled.

D. Small Purchase Orders.

A Small Purchase Order is not to take the place of a regular Purchase Order. The purpose of the small order is for purchasing unexpected items. Whenever possible, a regular Purchase Order should be submitted in time for normal processing. There is a limit of \$750.00 for every Small Purchase Order. For example, if the purchase is \$750.01 or more on a small order, the maximum payment will still be \$750.00 only and the employee may be responsible for making up the difference. Two small orders MAY NOT BE COMBINED to purchase a \$1,500.00 item.

To obtain Small Purchase Orders, submit a requisition to the Purchasing Department. After it goes through for approval, the orders are mailed to the person requesting them.

E. Receiving and Delivering Supplies and Equipment.

All equipment and supplies purchased from out-of-town vendors are delivered to the Parowan City Corporation at the place designated by Parowan City, unless shown on the Purchase Order otherwise. Equipment items over \$250.00 in value are inventoried, i.e. assigned an inventory number indicating their Parowan City ownership and departmental assignment. This is necessary to meet insurance regulations and to help locate lost or stolen property.

F. Equipment Inventory.

An inventory of all equipment and furniture belonging to the City shall be maintained and computerized for monitoring and review. No equipment or inventory shall be utilized for purposes of personal use or consumption without prior approval of the Parowan City Manager.

G. Penalty for Negligence or Misuse.

Department Heads shall be responsible for the custody and proper use of all property in their departments. Failure to properly account for all equipment charged to a given department or to make satisfactory explanation as to the use or disposition of the items shall be deemed cause for investigation.

H. Accounts Payable.

Upon the examination of the goods received by receiving department and check against the Purchase order, the receiving copy will be delivered to the accounts payable department. The Accounts Payable department will match the receiving copy with the invoice and Purchase Order. It will be placed in line for payment audited and approved for payment. The Parowan City Council gives final approval for payment.

SECTION VIII. DISPOSAL OR LEASE OF PUBLIC PROPERTY.

A. No public property having an estimated value in excess of five hundred dollars (\$500.00) shall be disposed of or released to anyone other than the City unless such property has been declared surplus by the Parowan City Council.

B. Whenever public property is surplus, unused, obsolete, unsuitable, or otherwise unneeded, the department head having control of such property shall notify the City Manager or his or her designee. The City Manager or the designee may notify other city departments of the availability of such property. If no other use can be made or be expected to be made within reasonable foreseeable time, the property shall be disposed of in accordance with this section.

C. The City Manager or his or her designee shall prepare a listing of all city-owned property which he or she feels is not longer needed by the City and which can be declared surplus. After an item has been determined surplus by the Parowan City Council, the property may be disposed of in accordance herewith. All disposals, leases and/or subleases of public property shall be made, as nearly as possible, under the same conditions and limitations as required by this policy for the purchase of public property, but the Parowan City Council may also authorize the disposal of property as follows:

1. The sale of any such property at public auction if undesirable and if in the best interest of the City; or
2. The lease or sublease of any such property at a properly advertised public hearing under such terms and conditions as may be deemed desirable, fair, and appropriate, considering intended land use and equivalent property tax value, and the best interest of the City.

D. Except as otherwise required by state law, boundary line agreements and deeds conveying portions or rights-of-way or easements no longer needed may be executed without declaring the property surplus.

SECTION IX. SANCTIONS.

A. It is unlawful:

1. For any bidder or any employee or officer thereof, in restraint of freedom of competition or otherwise, by agreement with any other person, bidder or prospective bidder, to bid a fixed price, or to Arotate@ bidding practices among competitors.
2. For any person to offer or to give to any elected official, officer or employee of the City or any member or their immediate family, any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or other form, under circumstances in which it could reasonably be intended to influence said person or could reasonably be expected to influence said person concerning the award of any contract or order of purchase, or for any elected official, officer or employee to directly or indirectly solicit or directly or indirectly accept any such fit for such purpose.
3. For any elected official, officer or employee to disclose, in advance of the opening of the bids, the content of any bid invited through the formal bidding procedure.
4. For any elected official, officer or employee to participate in the awarding of a contract from which said person would directly benefit, without fully disclosing any interest therein.
5. For any elected official, officer or employee or other person to appropriate for personal or private use any item of public property.
6. To purchase supplies or equipment for the personal use of any elected official, officer or employee, unless the item or items are required as part of a worker=s equipment and are necessary to the successful performance for the duties of such official, officer or employee. Other personal purchases shall not be permitted and will be cause for disciplinary action.

B. The following contracts are, at the discretion of the Parowan City Council,
voidable:

1. Contracts which result from a conflict of interest of this policy or other applicable law;
2. Contracts awarded to a person or firm that tried to influence the award of contract by offering something of value to any elected official, officer or employee;
3. Contracts which are subsequently breached by Bidder; or

4. Contracts which are determined not to be in the best interest of Parowan City.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

All ordinances, resolutions or policies in conflict herewith are hereby release.

This ordinance shall take effect immediately upon passage and posting.

PASSED and **ADOPTED** by the City Council and Mayor of the City of Parowan, Iron County, State of Utah, this ____ day of March, 2014.

Donald G. Landes, Mayor

<u>Voting:</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ben Johnson	_____	_____	_____
Steven Thayer	_____	_____	_____
Steve Weston	_____	_____	_____
Alan Adams	_____	_____	_____
Troy Houston	_____	_____	_____

Attested by:

Callie Bassett

4. SICK LEAVE.

- A. **Purpose.** Sick leave shall not be considered as a privilege which an employee may use at their discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or immediate family of the employee. Immediate Family is defined as unmarried children, spouse, and parents of the employee or the employee's spouse.
- B. **Use of sick leave.** Sick leave may be used at any time with approval of the supervisor for any of the following reasons:
- (1) When the employee is unable to perform their regular duties or other temporary work to which they may be assigned.
 - (2) Visits to hospitals, clinics, doctors' and dentists' offices for diagnosis or treatment of illness or injury or examination. The minimum time that may be taken by non-exempt employees is one (1) hour.
- C. **Eligibility.** Sick leave shall be available to all regular full time employees, including introductory employees. Seasonal, temporary, provisional, part time and emergency employees are not eligible for sick leave. Sick leave will not be granted to employees during their first ninety (90) calendar days of employment, except for emergency circumstances.
- D. **Accrual.** Sick leave is accrued at the rate of eight (8) hours per month or ninety-six (96) hours per year. Part time employees accrue sick leave proportionate to the average hours worked as a percent of fulltime. The employee will begin to accrue sick leave immediately upon being hired by Parowan City. Sick leave shall not accrue if an employee is in a leave-without-pay status. Records will be kept by the Mayor, or their designated representative.
- E. **Use.** Sick leave shall be charged against non-exempt employees in not less than one (1) hour increments.
- F. **Termination.** An employee who is terminated shall not be compensated for unused accrued sick leave **unless said employee is part of the Sick Pay 1 leave system in place prior to Jul 1, 1997. These employees will be compensated at the rate of 50% of their unused Sick Pay 1 leave accumulated before 1997 at the salary they were earning at that time.**
- G. **Payments.**

- (1) In order to qualify for sick leave payments, an employee must notify their supervisor no later than one (1) hour after normal starting time on each day of absence unless the circumstances surrounding the absence make such notification impossible. The Mayor, or designee, should also be kept advised of the employee's progress and expected date of return to duty.
- (2) Any absence for illness beyond accrued sick leave will result in the employee being carried on annual leave status until all annual leave has expired, then be carried in a leave-without-pay status. All such combined leave shall generally not exceed 12 weeks consistent with the Family Medical Leave Act.
- (3) All regular full time employees who accrue 480 hours of sick time may be paid 25% of his/her unused sick leave for the previous 12 month period calculated June – May.

- H. **Certification of Illness.** For sick leave in excess of three (3) consecutive working days, or if abuse of sick leave is indicated, the Mayor, or designee, may require a certificate from the attending physician stating that such illness prevented the employee from working.

- I. **Reporting Absences.** An employee will be paid only when the employee (or a member of his immediate family if the employee is incapacitated) notifies the Mayor, Supervisor, or designee, within one (1) hour after the employee's scheduled reporting time. Continued reporting for more than a one-time absence will be accomplished as directed by the Mayor, or designee. The Mayor, or designee, may request a doctor's release any time they question the reasonableness of an absence of one (1) day or more. This type of request should be the exception, not the rule.

- J. **Donation.** Under certain circumstances as deemed appropriate by the mayor or designee, an employee may donate sick leave to a fellow employee who has exhausted or not yet accrued the necessary sick or other leave to cover time they were absent.

SECOND AMENDATORY POWER SALES CONTRACT

BETWEEN

INTERMOUNTAIN POWER AGENCY

AND

PAROWAN CITY CORPORATION

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SECOND AMENDATORY POWER SALES CONTRACT

1. **PARTIES:** This Second Amendatory Power Sales Contract, dated as of _____, ~~2013~~, 201, by and between INTERMOUNTAIN POWER AGENCY, a political subdivision of the State of Utah, hereinafter designated as “IPA” and PAROWAN CITY CORPORATION (also known as CITY OF PAROWAN), hereinafter designated as the “Purchaser”. Each of IPA and Purchaser is referred to individually under this Second Amendatory Power Sales Contract as a “Party” and together they are referred to as “Parties”.

2. **RECITALS:** This Second Amendatory Power Sales Contract is made with reference to the following matters, among others.

2.1 IPA has heretofore entered into Power Sales Contracts providing for the sale by IPA of the electric power and energy and associated rights to transmission capacity of the Intermountain Power Project (the “Project”) to certain electric utilities (including the Purchaser) in Utah and in California, and such Power Sales Contracts, in the case of such Utah utilities, are dated as of September 28, 1978 and, in the case of such California utilities, are dated as of August 6, 1980, and each of such Power Sales Contracts has been heretofore amended by the parties thereto. Unless otherwise provided herein, all such Power Sales Contracts (except the Power Sales Contract by IPA with PacifiCorp which is to be terminated as provided in Section 46 of the Power Sales Contracts as added by this Second Amendatory Power Sales Contract), as so amended and as hereafter amended, are herein collectively referred to as the “Power Sales Contracts” and the Power Sales Contract with the Purchaser, as so amended and as hereafter amended, is herein referred to as the “Power Sales Contract”. The Utah utilities and the California

- 2.6** In connection with such gas repowering of the Project, it is also necessary to provide for the renewal of the Power Sales Contracts in accordance with Section 33 thereof, as amended by the Second Amendatory Power Sales Contracts, for a renewal period beginning upon the expiration of the term of the Power Sales Contracts thereby providing for the payment by the Purchasers of reasonable debt service costs resulting from the financing of the capital costs of the gas repowering through the issuance by IPA of its long-term bonds with amortization periods extending into the renewal period.
- 2.7** In connection with the gas repowering, the Purchaser and IPA desire to make certain other changes and additions to the Power Sales Contract as set forth in this Second Amendatory Power Sales Contract.
- 2.8** In addition, PacifiCorp and IPA are to enter into a Final Amendatory Power Sales Contract (the “PacifiCorp Final Amendatory Contract”) that amends their Power Sales Contract to provide for the reduction of PacifiCorp’s 4% Generation Entitlement Share to 0% and the reduction of PacifiCorp’s 4% Generation Cost Share to 0% and, as a consequence, provides for the termination of the Power Sales Contract between PacifiCorp and IPA, thus terminating PacifiCorp’s participation in the Project; and the Second Amendatory Power Sales Contracts include, among others, amendments providing for a 4% increase of Los Angeles’ Generation Entitlement and Generation Cost Shares to correspond with such 4% reduction of the PacifiCorp Generation Entitlement and Generation Cost Shares.
- 2.9** In connection with and as a result of the termination of PacifiCorp’s participation in the Project, PacifiCorp and Los Angeles will terminate, as of the effective date

of the PacifiCorp Final Amendatory Contract, the Power Purchase Agreement, dated June 22, 1989, under which Los Angeles has purchased from PacifiCorp since 1989 power and energy equivalent to PacifiCorp's 4% Generation Entitlement Share for delivery at the Project Generation Station bus under terms the same as those for PacifiCorp's purchase of its 4% Generation Entitlement Share under its Power Sales Contract with IPA.

3. AGREEMENT: For and in consideration of the premises and the mutual covenants and agreements herein set forth, it is agreed by and between the Parties as follows:

4. DEFINITIONS: Except to the extent otherwise provided herein, all terms which are defined in Section 4 of the Power Sales Contract shall have the same meanings, respectively, in this Second Amendatory Power Sales Contract. In addition, Section 4 of the Power Sales Contract is hereby amended to add thereto the following definitions:

4.1A Alternative Repowering: Alternative Repowering shall have the meaning set forth in Section 44.6 as added by the Second Amendatory Power Sales Contracts.

4.7 (A1) Capacity: Capacity as used in Sections 45.1.7 and 45.1.8 as added by the Second Amendatory Power Sales Contracts with respect to the STS, the NTS or the Project Switchyard, shall have the meaning set forth in Section 45.1.7 as added by the Second Amendatory Power Sales Contracts.

4.12 (A1) Excess Power Sales Agreement: Excess Power Sales Agreement shall mean the Excess Power Sales Agreement, dated December 1, 1980, among Utah Purchasers, certain California Purchasers, an agent for the Utah Purchasers named therein, and a representative of such California Purchasers named therein, as amended or supplemented.

4.12 (A2) Excess Renewal Power Sales Agreement: Excess Renewal Power Sales Agreement shall have the meaning set forth in the Renewal Power Sales Contracts.

4.12 (A3) Extension Term: Extension Term shall have the meaning set forth in Section 45.1.2 as added by the Second Amendatory Power Sales Contracts.

4.12 (A4) Extension Term Retirement Facilities and Properties: Extension Term Retirement Facilities and Properties shall have the meaning set forth in Section 45.1.3 as added by the Second Amendatory Power Sales Contracts.

4.12 (A5) Extension Term Retirement Plan: Extension Term Retirement Plan shall have the meaning set forth in Section 45.1.4 as added by the Second Amendatory Power Sales Contracts.

4.12 (A6) FAS 143: FAS 143 shall mean the Statement of Financial Accounting Standards No. 143 issued by the FASB, as further affected or interpreted by additional FASB statements or FASB interpretations.

4.12 (A7) FASB: FASB shall mean the Financial Accounting Standards Board.

4.13A Gas Repowering: Gas Repowering shall have the meaning set forth in Section 44.1 as added by the Second Amendatory Power Sales Contracts.

4.24A NTS: NTS shall mean the Northern Transmission System.

4.25B PacifiCorp: PacifiCorp shall mean PacifiCorp, an Oregon corporation (successor to Utah Power & Light Company), and its successors and assigns.

4.25C PacifiCorp Final Amendatory Contract: PacifiCorp Final Amendatory Contract shall have the meaning set forth in the Recitals hereto.

4.30A Project Switchyard: Project Switchyard shall mean the switchyard described in Appendix C as comprising part of the Generation Station.

4.32C Remaining Purchasers: Remaining Purchasers shall have the meaning set forth in Section 47.1.5 as added by the Second Amendatory Power Sales Contracts.

4.32D Renewal Contract Coordinating Committee: Renewal Contract Coordinating Committee shall have the meaning set forth in the Renewal Power Sales Contracts.

4.32E Renewal Offer: Renewal Offer shall have the meaning set forth in Section 33.3 as added by the Second Amendatory Power Sales Contracts.

4.32EF Renewal Power Sales Contracts: Renewal Power Sales Contracts shall mean the Renewal Power Sales Contracts entered into by I.P.A. with the Purchasers accepting the Renewal Offer. The initial form of Renewal Power Sales Contract is included in Exhibit A to this Second Amendatory Power Sales Contract pursuant to Section 33.3 as added by this Second Amendatory Power Sales Contract.

4.32FG Retired Generation and Related Facilities and Properties: Retired Generation and Related Facilities and Properties shall have the meaning set forth in Section 44.2 as added by the Second Amendatory Power Sales Contracts.

4.32GH Retirement Actions: Retirement Actions shall mean, when used with respect to Retired Generation and Related Facilities and Properties under Section 44 or with respect to Extension Term Retirement Facilities and Properties under Section 45, (i) the rendering of the Retired Generation and Related Facilities and Properties or the Extension Term Retirement Facilities and Properties, as applicable, in a condition that complies with all then

applicable laws and all contractual obligations of I.P.A. with respect thereto; (ii) the dismantling and removal of the Retired Generation and Related Facilities and Properties or the Extension Term Retirement Facilities and Properties, as applicable, so as to restore the area impacted thereby, (iii) the rendering of the Retired Generation and Related Facilities and Properties or the Extension Term Retirement Facilities and Properties, as applicable, in a condition that, in I.P.A.'s reasonable discretion, is secure, safe, sanitary and sightly; and (iv) the insuring or otherwise protecting of I.P.A. from claims and liabilities that may arise with respect to such Retired Generation and Related Facilities and Properties or the Extension Term Retirement Facilities and Properties, as applicable. The term "Retirement Actions" includes the decommissioning and retirement of the Retired Generation and Related Facilities and Properties described in Section 44.2 as added by the Second Amendatory Power Sales Contracts or the decommissioning and retirement of the Extension Term Retirement Facilities and Properties described in Sections 45.1.3 and 45.1.4, in each case as applicable.

4.32HI Retirement Costs: Retirement Costs shall mean, when used with respect to Retired Generation and Related Facilities and Properties under Section 44 or with respect to Extension Term Retirement Facilities and Properties under Section 45, the amounts payable with respect to the "asset retirement obligations" associated with the Retired Generation and Related Facilities and Properties or the Extension Term Retirement Facilities and Properties, as applicable, as determined pursuant to FAS 143 and consistent with the Section 44 Retirement Plan or the Extension Term Retirement Plan, as applicable. Such asset retirement obligations shall include, without limitation, all Retirement Actions. In determining such asset retirement costs, to the extent that FAS 143 requires that any probability be assigned to one or more elements of determining such costs (e.g., the degree of the decommissioning and remediation obligation and the potential costs for performing that obligation), a probability of 100% shall be assigned to the potential outcome that results in the highest potential asset retirement cost. The funds received from salvage of the Retired Generation and Related Facilities and Properties or the Extension Term Retirement Facilities and Properties, as applicable, shall be credited as provided in FAS 143 for purposes of calculating the amount required to fund such asset retirement obligations.

4.32IJ Second Amendatory Power Sales Contract Effective Date: Second Amendatory Power Sales Contract Effective Date shall have the meaning set forth in Section 26 of the Second Amendatory Power Sales Contracts.

4.32JK Section 36 Facilities: Section 36 Facilities shall mean rights, properties, facilities and appurtenances that pursuant to and as provided in Section 36 of the Power Sales Contracts are to be or have been sold, leased or otherwise made available by I.P.A. for the construction or operation of any generating unit or units, transmission facilities or other facilities or properties at the Project site that shall not be part of the Project.

4.32KL Section 36 Facilities Agreement: Section 36 Facilities Agreement shall mean any agreement or arrangement pursuant to which I.P.A. sells, leases or otherwise makes available Section 36 Facilities in accordance with Section 36 of the Power Sales Contracts for any generating unit or units, transmission facilities or other facilities or properties located at the Project site but not constituting part of the Project.

4.32LM Section 44 Retirement Plan: Section 44 Retirement Plan shall have the meaning set forth in Section 44.2 as added by the Second Amendatory Power Sales Contracts.

4.34(A1) STS: STS shall mean the Southern Transmission System.

4.34F Transition Project Indebtedness: Transition Project Indebtedness shall mean Bonds or other obligations issued by I.P.A. prior to June 16, 2027 that by their terms shall be scheduled to remain outstanding after June 16, 2027; provided that no such Transition Project Indebtedness shall be incurred or authorized on or prior to the Entitlement Determination Date (as defined in the Renewal Power Sales Contracts).

4.34G Transmission Service Agreements: Transmission Service Agreements shall have the meaning set forth in Section 45.1.7 as added by the Second Amendatory Power Sales Contracts.

4.34H Transmission Support Facilities: Transmission Support Facilities shall have the meaning set forth in Section 45.1.8 as added by the Second Amendatory Power Sales Contracts.

5. ADDITION OF SECTION 44: A new Section 44 is hereby added to the Power Sales

Contract to read in its entirety as follows:

44. GAS REPOWERING OF PROJECT GENERATION:

44.1 The gas repowering of the Generation Station shall constitute a Capital Improvement of the Project and shall include the construction and installation of two combined cycle power blocks, each with a design capacity of approximately 600 MW, provided that prior to the commencement of such construction and installation, a lesser design capacity for either or both of such combined cycle power blocks may be determined by the Coordinating Committee and the I.P.A. Board of Directors, subject, however, to the approval of the Renewal Contract Coordinating Committee ~~(as defined in the Renewal Power Sales Contract)~~ under the Renewal Power Sales Contracts; and provided further that if, pursuant to the Renewal Power Sales Contracts, such design capacity shall be reduced as a result of the termination of any one or more of the Renewal Power Sales Contracts, then the design capacity, as set forth above, shall be reduced as provided in the Renewal Power Sales Contracts, subject to any further reduction as provided hereunder. Such combined cycle power blocks shall replace the existing generating units and related facilities and properties of the Project. Each such power block includes natural gas-fired combustion turbine generating units, four heat recovery steam generators and two steam turbines, heat exchangers, zero liquid discharge systems and all equipment and facilities ancillary to such combined cycle power blocks including the potential use of mechanical draft cooling towers, re-circulating water system, and auxiliary cooling water; provided that upon authorization by the Coordinating Committee

and the I.P.A. Board of Directors (i) one of such combined cycle power blocks may be modified to include the existing steam turbine generator, or (ii) an addition to such combined cycle power blocks and related facilities may be installed consisting of selective catalytic reduction pollution control systems and related facilities for such combined cycle power blocks. The construction and installation of such combined cycle power blocks and all related equipment and facilities (including any modification or addition authorized as set forth above) are herein referred to as the "Gas Repowering". Upon the effectiveness of an Alternative Repowering, if any, in accordance with Section 44.6 of the Power Sales Contracts, (a) as used in this contract, the term "Gas Repowering" shall mean such Alternative Repowering, and (b) without the need for consent of Purchaser (other than the affirmation, if any, of Purchaser's representative that may be necessary for the Coordinating Committee or the Renewal Contract Coordinating Committee to take action to approve the revising of this contract as described in the remainder of this Section 44.1), this contract shall be revised to the extent determined by I.P.A., the Coordinating Committee and the Renewal Contract Coordinating Committee to be necessary to describe such Alternative Repowering as the source or sources of electric generation for the Project (the resulting revisions being the "Alternative Repowering Revisions").

- 44.2 The Gas Repowering shall include the decommissioning and retirement from service of the then existing Project generating units and related facilities and properties that are replaced by or otherwise become no longer useful due to the construction or operation of the Gas Repowering, except to the extent that any such then existing generating unit or units and related facilities and properties shall constitute Section 36 Facilities and shall have been or are to be authorized by the I.P.A. Board of Directors and the Coordinating Committee to be sold, leased or otherwise made available for the construction or operation at the Project site of a generating unit or units, transmission facilities or other facilities or properties pursuant to Section 36 of the Power Sales Contract that are not to be used for the generation or transmission of power pursuant to the Power Sales Contracts or the Renewal Power Sales Contracts. Such then existing generating unit or units and related facilities and properties (exclusive of any Section 36 Facilities) to be so replaced or no longer used as part of the Project shall be decommissioned and retired and are herein referred to as "Retired Generation and Related Facilities and Properties". The decommissioning and retirement of the Retired Generation and Related Facilities and Properties shall be performed consistent with Prudent Utility Practice and shall include (i) closure, dismantlement, salvaging and disposal of structures, equipment and facilities, (ii) remediation and reclamation of the affected Project site, including the on-site combustion by-product landfill, the bottom ash and recycling basins, the coal pile and the runoff and wastewater basins, all in compliance with applicable environmental and safety laws and regulations,

and (iii) performance of site reclamation and restoration obligations under applicable property agreements and under permits and licenses by governmental agencies, all as and to the extent approved by the I.P.A. Board of Directors and the Coordinating Committee as constituting part of the Gas Repowering; provided that the Retired Generation and Related Facilities and Properties shall exclude any Section 36 Facilities. The Gas Repowering shall not proceed without a plan (the "Section 44 Retirement Plan") for performing all Retirement Actions and paying all Retirement Costs related to the Retired Generation and Related Facilities and Properties that shall have been approved by the I.P.A. Board of Directors and the Coordinating Committee. The performance of the Section 44 Retirement Plan shall constitute an obligation under the Power Sales Contracts. In the event that the Retirement Actions with respect to any of the Retired Generation and Related Facilities and Properties shall not have been completed by the Transition Date (as defined in the Renewal Power Sales Contracts), such Retirement Actions shall be continued and completed as shall be provided under the Renewal Power Sales Contracts and the amounts then estimated by I.P.A. to be required to pay Retirement Costs to complete such Retirement Actions shall be reserved by I.P.A. and applied to the Retirement Costs of such completion, all as shall be provided under the Renewal Power Sales Contracts.

44.3 The Gas Repowering shall be undertaken by I.P.A. as a Capital Improvement in accordance with the Power Sales Contracts ~~unless an alternative system or facility is identified, authorized and approved in accordance with Section 44.6.~~ I.P.A. and the Coordinating Committee, respectively, shall take the necessary action under and pursuant to the Power Sales Contracts so that the permitting, construction and installation of the Gas Repowering shall commence not later than January 1, 2020, so that the Gas Repowering shall be fully completed and in operation not later than July 1, 2025. Upon completion of its construction and testing each combined cycle power block of the Gas Repowering shall commence operation to supply the electric power generation of the Project in replacement of the then existing generating units and related facilities and properties, and I.P.A. shall cause the Description of the Project in Appendix C to each of the Power Sales Contracts to be revised to provide for such combined cycle power blocks and related equipment and facilities of the Gas Repowering as constituting the Generation Station of the Project in replacement of such existing generating units and related facilities and properties.

44.4 It is intended by the Parties that this Second Amendatory Power Sales Contract be subject to the acceptance by the Purchasers of the Renewal Offer so that all the required Generation Entitlement Shares are purchased in accordance with the Renewal Power Sales Contracts entered into by Purchasers. Accordingly, notwithstanding anything to the contrary in this Second Amendatory Power Sales Contract or otherwise in the Power Sales

Contracts, this Second Amendatory Power Sales Contract shall terminate, without any further action by the Parties, on the final date for acceptance of the Renewal Offer by Purchasers if the Renewal Offer shall not then have been accepted by Purchasers so that the Renewal Power Sales Contracts providing for one hundred percent (100%) of the Generation Entitlement Shares shall not then have been entered into and shall not be effective in accordance with the terms of the Renewal Offer; provided that, the provisions of Section 46 of the Power Sales Contracts as added by the Second Amendatory Power Sales Contracts shall not terminate but shall survive and continue in force and effect.

- 44.5 Unless otherwise approved by the Coordinating Committee, I.P.A. shall finance the Cost of Acquisition and Construction of the Gas Repowering by the issuance of its Bonds or other obligations constituting Transition Project Indebtedness. Such Cost of Acquisition and Construction shall include the Retirement Costs with respect to the Retired Generation and Related Facilities and Properties as provided in the Section 44 Retirement Plan.
- 44.6 The Parties recognize that ~~future development of new technologies or improvement of existing systems and facilities may produce an alternative generating system or facility to the Gas Repowering and one or more modified versions of or alternatives to the Gas Repowering to provide for one or more sources of electric generation in addition to or in substitution, in whole or in part, for the Gas Repowering may be determined to provide increased benefits or to be otherwise advantageous for the Project. In the event such an alternative system or facility shall be identified for the Project, it may replace the Gas Repowering as~~ (each such version or alternative being an "Alternative Repowering"). No action taken in furtherance of designing, permitting, installing, financing or constructing the Gas Repowering shall constitute a modification or alternative to the Gas Repowering for purposes of this Section 44.6. In the event an Alternative Repowering, if any, is approved by I.P.A., the Coordinating Committee and the Renewal Contract Coordinating Committee, as of the date of such approval, such Alternative Repowering (i) shall be effective, (ii) shall replace any prior plan for repowering the Project, (iii) shall constitute the source of for electric generation of the Project, but only if for the Project and (iv) shall constitute a Capital Improvement approved by I.P.A., the Coordinating Committee and the Renewal Contract Coordinating Committee, but only if, prior to the date by which construction of the initial combined cycle power block of the Gas Repowering is to commence as provided in Section 44.3 or such earlier date as determined by I.P.A. and the Coordinating Committee, such alternative system or facility Alternative Repowering shall be in full compliance with the following:

44.6.1 Such ~~alternative system or facility~~Alternative Repowering shall comply with all applicable laws ~~and~~ shall be authorized under the I.P.A. Organization Agreement and shall ~~also be authorized as a Capital Improvement under the Power Sales Contracts and Renewal Power Sales Contracts, including amendments thereof,~~ ~~and~~ be capable of supplying the electric generation of the Project ~~and~~(as determined by I.P.A., the Coordinating Committee and the Renewal Contract Coordinating Committee);

44.6.2 Such Alternative Repowering shall include the decommissioning and retirement from service of any units, facilities and properties (exclusive of any Section 36 Facilities) to be replaced or no longer to be used as part of the Project due to ~~the construction or operation of such alternative system or facility, all as shall be provided under the Power Sales Contracts and Renewal Power Sales Contracts, including amendments thereof;~~44.6.2

~~Provision shall have been made for the construction, or operation and maintenance of such alternative system or facility of~~ such Alternative Repowering, as provided with respect to such decommissioning and retirement under the Power Sales Contracts and Renewal Power Sales Contracts (as such may be amended from time to time);

44.6.3 The construction, operation and maintenance of such Alternative Repowering shall be, after giving effect to the Alternative Repowering Revisions, permitted under the Power Sales Contracts, the Construction Management and Operating Agreement and the Renewal Power Sales Contracts, including amendments thereof (as such may be amended from time to time), and under other Project -related agreements, each of which and such Alternative Repowering shall have received all required governmental regulatory approvals and other required consents or approvals, (including all approvals required by Purchaser's governing bodies); ~~and~~

~~44.6.3~~44.6.4 The California Energy Commission shall have determined under applicable California law and regulations that the Renewal Power Sales Contracts of the California Purchasers, pursuant to which such ~~alternative system or facility~~Alternative Repowering shall provide, in whole or in part, ~~the purchased~~ electric capacity and energy purchased under the Renewal Power Sales Contracts, shall be in compliance with the applicable California emission performance standards and any other applicable requirements; ~~and~~

44.6.5 The Alternative Repowering Revisions shall have been approved by I.P.A., the Coordinating Committee and the Renewal Contract Coordinating Committee simultaneous with or prior to the

effectiveness of such Alternative Repowering and the Alternative Repowering Revisions shall be provided in writing to Purchaser.

44.7 The Parties agree that, notwithstanding anything to the contrary in the ~~forgoing~~foregoing provisions of this Section 44, in the event, as provided in Section 45.1, the Gas Repowering or an Alternative Repowering shall not be undertaken, the provisions set forth under Section 45 shall be applicable and shall be performed and complied with.

6. **ADDITION OF SECTION 45:** A new Section 45 is hereby added to read in its entirety as follows:

45. GAS REPOWERING NOT UNDERTAKEN:

45.1 So long as no Transition Project Indebtedness shall be outstanding or any and all Transition Project Indebtedness and the interest thereon shall be defeased and deemed paid under the applicable Bond Resolution or other security document, if I.P.A using its best commercial efforts shall be unable to undertake or cause the undertaking of the Gas Repowering (or an ~~alternative system or facility~~Alternative Repowering) as provided under Section 44 the Parties agree that, notwithstanding anything to the contrary in the Power Sales Contracts, the following shall occur and be performed:

45.1.1 The Renewal Power Sales Contracts and the Excess Renewal Power Sales Agreement, respectively, shall terminate as shall be provided therein.

45.1.2 Notwithstanding anything to the contrary in the Power Sales Contracts, the end of the term of the Power Sales Contracts on June 15, 2027 (or such later date that occurs pursuant to Section 26.1) shall be extended to the date on which the decommissioning and retirement of the Extension Term Retirement Facilities and Properties as provided in Section 45.1.3 shall be completed and paid for, but in no event later than January 1, 2032 (the term of such extension being referred to as the "Extension Term"). Such extension of the Power Sales Contracts for the Extension Term shall be for the sole purpose of performing the Retirement Actions with respect to the Extension Term Retirement Facilities and Properties as provided in this Section 45 and providing for the payment and collection of the Retirement Costs with respect to such Retirement Actions, and such Extension Term shall take place and shall be fully effective without any action on the part of the Purchaser or I.P.A.

Contract including the Excess Renewal Power Sales Agreement as Appendix D thereto. The offer by I.P.A. pursuant to this Section 33 shall be made in accordance with the provisions of such Renewal Power Sales Contract with respect to the Renewal Offer (as defined in such Renewal Power Sales Contract) and such offer is herein referred to as the “Renewal Offer”. In addition, as provided in the Renewal Power Sales Contract, each Utah Purchaser accepting the Renewal Offer shall be provided with an election to enter into the Excess Renewal Power Sales Agreement. Purchaser acknowledges that the compliance by IPALPA with the provisions of this Section 33.3 shall satisfy IPALPA’s obligations under Sections 33.1 and 33.2 of the Power Sales Contract.

8. ADDITION OF SECTION 36.3: A new Section 36.3 is hereby added to the Power Sales Contract to read in its entirety as follows:

36.3 For the avoidance of doubt, the generating units and related facilities and properties that are replaced by the Gas Repowering include Project rights, properties, facilities and appurtenances that may be used or useful as Section 36 Facilities as provided in this Section 36 in connection with the construction and operation at the Project site of units, facilities and properties which will not be part of the Project.

9. AMENDMENT OF SECTION 4.7: Section 4.7 of the Power Sales Contract is hereby amended to read in its entirety as follows:

4.7 Capital Improvements: All renewals or replacements of or repairs, additions, improvements, modifications or betterment to the Project which are (i) consistent with Prudent Utility Practice and determined necessary by the Coordinating Committee to keep the Project in good operating condition or to prevent a loss of revenue therefrom, (ii) required by any governmental agency having jurisdiction over the Project, (iii) required by the Construction Management and Operating Agreement, or (iv) required by the Bond Resolution; provided, however, that Capital Improvements shall not include any generating unit added to the Project in addition to those included in the Project which shall continue to generate electric capacity and energy of the Project. For the avoidance of doubt, the Gas Repowering as described under Section 44 shall constitute a Capital Improvement.

10. AMENDMENT OF SECTION 4.9: Section 4.9 of the Power Sales Contract is hereby amended to read in its entirety as follows:

4.9 Construction Management and Operating Agreement: The Intermountain Power Project Construction Management and Operating

Agreement, dated as of September 12, 1980, by and between the Department of Water and Power of the City of Los Angeles and I.P.A. relating to the construction and operation of the Project, as heretofore amended and as hereafter amended and supplemented in conformity with the provisions of the Power Sales Contracts.

11. AMENDMENT OF SECTION 4.10.4: Section 4.10.4 of the Power Sales Contract is

hereby amended to read in its entirety as follows:

4.10.4 To the extent not included in Monthly Power Costs, the acquisition of resources, facilities and supplies for fuel, fuel transportation or transmission and water for the generating facilities of the Project, and working capital and reserves therefor.

12. AMENDMENT OF SECTION 4.22.1.3: Section 4.22.1.3 of the Power Sales Contract

is hereby amended to read in its entirety as follows:

4.22.1.3 One-twelfth of the amount (not otherwise included under any item in this Section 4.22.1 or in Section 4.22.2) which I.P.A. is required under the Bond Resolution to pay or deposit during such Power Supply Year into any other fund or account established by the Bond Resolution, and shall include, without limitation, amounts to provide for the retirement or reclamation of the Project or components of the Project, and any amounts required to make up a deficiency in any fund required or permitted by the Bond Resolution, whether or not resulting from a default in payments by any Purchaser of amounts due under any Power Sales Contract.

13. AMENDMENT OF SECTION 4.22.1.4: Section 4.22.1.4 of the Power Sales Contract

is hereby amended to read in its entirety as follows:

4.22.1.4 One-twelfth of the costs of producing and delivering capacity and energy during such Power Supply Year, including, but not limited to, ~~(+)~~ water costs, other ordinary operation and maintenance costs, administrative and general costs, insurance costs (including amounts to fund any self-insurance program), overhead costs and any other costs payable by I.P.A. in connection with the output of the Project or related to the conducting of the business of I.P.A. with respect to the Project including personnel compensation, fees for legal, engineering, financial and other services expenses of members of the I.P.A. Board of Directors incurred in connection with attendance at meetings of the I.P.A. Board of Directors or any committee thereof and meetings of the Coordinating Committee and all other expenses properly related to the conduct of such affairs of I.P.A.; provided, however, that minimum costs included under this Section

provided in the form of Renewal Power Sales Contract included in Exhibit A to this Second Amendatory Power Sales Contract.

19. AMENDMENT OF SECTION 36.2: Section 36.2 of the Power Sales Contract is hereby amended to read in its entirety as follows:

36.2 I.P.A. may, with the approval of the Coordinating Committee, sell, lease, dispose of or otherwise make available such rights, properties, facilities and appurtenances for such construction or operation of other units, facilities or properties at the Project site; provided, however, such sale, lease, disposition or availability arrangement shall comply with all laws and governmental regulations applicable to IPALPA, or to any Purchaser, and shall not have a material adverse effect on the revenues or operations of IPALPA or any Purchaser; and provided further that no such sale, lease, disposition or availability arrangement shall interfere with the construction and operation of the Project or adversely affect the eligibility for exemption from Federal income taxes of the interest paid, or to be paid, on the Bonds issued or to be issued by I.P.A. No such arrangement shall be entered into unless I.P.A. shall receive fair value therefor, as determined by I.P.A. and the Coordinating Committee, and all amounts received shall be credited against Cost of Acquisition and Construction or Monthly Power Costs, as appropriate, pursuant to the Power Sales Contracts. Section 36 Facilities Agreements providing for such an arrangement with respect to the availability, transfer and use of such rights, properties, facilities and appurtenances may be entered into by I.P.A., upon approval of the Coordinating Committee, with an entity or entities, including, without limitation, one or more members of I.P.A. or any entity formed under the Act which includes one or more members of I.P.A. I.P.A. shall use its reasonable efforts to enter into such Section 36 Facilities Agreements pursuant to this Section 36 to provide for, among other matters, the selling, leasing and/or making available to the other parties to such Section 36 Facilities Agreements of the property, rights, equipment and facilities that are required for the proper and economic use or operation of facilities that are not to be used for the generation or transmission of power pursuant to the Renewal Power Sales Contracts.

20. AMENDMENT OF SECTION 14.2: Section 14.2 of the Power Sales Contract is hereby amended to read in its entirety as follows:

14.2 Additional Bonds may be issued by I.P.A. in accordance with the Power Sales Contracts and the provisions of the Bond Resolution at any time and from time to time in the event funds are required for the purpose of financing the Cost of Acquisition and Construction of a Capital Improvement; and at the request of the Coordinating Committee, I.P.A. shall use its best efforts to issue such Bonds.

21. ADDITION OF SECTION 46: A new Section 46 is hereby added to the Power Sales

Contract to read in its entirety as follows:

46. AMENDMENTS RELATED TO TERMINATION OF PACIFICORP'S PARTICIPATION IN THE PROJECT; INCREASE OF LOS ANGELES' GENERATION ENTITLEMENT AND COST GENERATION SHARES.

46.1 The Purchaser hereby acknowledges and consents (i) to the PacifiCorp Final Amendatory Contract providing for the reduction of PacifiCorp's 4% Generation Entitlement Share to 0% and the reduction of PacifiCorp's 4% Generation Cost Share to 0% and, as a consequence, to the termination of the PacifiCorp Power Sales Contract, and (ii) to the increase from 44.617% to 48.617% (an increase of 4%) of Los Angeles' Generation Entitlement Share and the increase from 44.617% to 48.617% (an increase of 4%) of Los Angeles' Generation Cost Share. Effective on the Second Amendatory Power Sales Contract Effective Date, the Generation Entitlement Shares and the Generation Cost Shares of each respective Purchaser, and its Southern Transmission Cost Share or Northern Transmission Cost Share, as applicable, shall be as set forth in Appendix A to the Power Sales Contracts as attached to this Second Amendatory Power Sales Contract, and the Generation Entitlement Share to be delivered and the Delivery Point and Delivery Voltage KV-AC of each respective Purchaser on the Southern Transmission System or Northern Transmission System, as applicable, shall be as set forth in Appendix B to the Power Sales Contracts as attached to this Second Amendatory Power Sales Contract. For the avoidance of doubt, effective upon the Second Amendatory Power Sales Contract Effective Date, for the purposes of Section 5.7 of the Power Sales Contracts, the billings by IPALPA for Monthly Power Costs for the then current Power Supply Year with respect to PacifiCorp's 4% Generation Cost Share and the 4% increase of Los Angeles' Generation Cost Share shall be treated as billings paid by Los Angeles.

46.2 The Parties acknowledge that (i) the payment and defeasance of the 1982 Outstanding Bonds have taken place and the Generation Entitlement Share and Generation Cost Share of each of the Purchasers has been adjusted, all as provided for in Section 31 of the Power Sales Contracts, (ii) due to such payment and defeasance of the 1982 Outstanding Bonds and as a result of such adjustments referred to in (i) above, the Northern Transmission System entitlements and Northern Transmission Cost Shares and the Southern Transmission System entitlements and Southern Transmission Cost Shares, of the Purchasers, respectively, shall be adjusted in accordance with Section 10 of the Power Sales Contracts, and (iii) effective on the Second Amendatory Power Sales Contract Effective Date, the 4% PacifiCorp Generation Entitlement Share and the PacifiCorp 4% Generation Cost Share are each reduced to 0% with a corresponding

increase of 4% of Los Angeles' Generation Entitlement Share and its Generation Cost Share. Accordingly and as a result of the foregoing, the provisions of the Power Sales Contract set forth below are hereby amended as follows:

46.2.1 Each of the following Sections of the Power Sales Contract identified below shall be deleted in its entirety:

Section 4.7A Contract Generation Cost Share

Section 4.7B Contract Generation Entitlement Share

Section 4.17A Layoff Power Purchase Contract

Section 4.17B Layoff Power Purchaser

Section 4.32A Recomputed Northern Transmission Cost Share

Section 4.32B Recomputed Southern Transmission Cost Share

Section 4.34B Supplemental Northern Transmission Cost Credit

Section 4.34C Supplemental Northern Transmission Cost Share

Section 4.34D Supplemental Southern Transmission Cost Credit

Section 4.34E Supplemental Southern Transmission Cost Share

Section 4.36A UP&L

Section 31 Refunding of 1982 Outstanding Bonds and Modifications of Generation Entitlement and Cost Shares

Section 39.1 Transmission Service

Section 41 Use of Southern Transmission System by Lay-off Power Purchasers; Payment of Certain Costs of Southern Transmission System

Section 42 Use of Northern Transmission System by Lay-off Power Purchasers; Payment of Certain Costs of Northern Transmission System

46.2.2 Appendix A shall be replaced by the Appendix A attached hereto setting forth for each Purchaser its Generation Cost Share and Generation Entitlement Share and its Northern Transmission Cost Share and Southern Transmission Cost Share; and Appendix B shall be replaced by the Appendix B attached hereto setting forth

for each Purchaser its Generation Entitlement Share to be delivered and its Delivery Point and Delivery Voltage KV-AC.

46.2.3 Appendix D and Appendix E shall each be deleted.

46.2.4 Each of the following Sections shall be revised or amended as follows:

(i) In Section 4.3, Section 4.20 A and paragraph C.2.1 of Appendix C, "UP&L" where it appears shall be replaced by "PacifiCorp".

(ii) Section 4.33 shall be amended to read in its entirety as follows:

Southern Transmission Cost Share: For any Power Supply Year and as to any particular Purchaser, the share (expressed as to percentage) set forth in Appendix A attributable to such Purchaser with respect to costs associated with the Southern Transmission System. Each Purchaser's Southern Transmission Cost Share is determined by dividing that portion of such Purchaser's Generation Entitlement Share specified in Appendix B to be delivered at points of delivery on the Southern Transmission System by the aggregate of those portions of all Purchasers' Generation Entitlement Shares specified in Appendix B to be delivered at Points of Delivery on the Southern Transmission System; provided that for the purposes of determining the Southern Transmission Cost Share the Generation Entitlement Share of Los Angeles shall exclude the 4% increase thereof provided in Section 46.1, as added by the Second Amendatory Power Sales Contract.

(iii) In Section 4.36C the provision "(other than UP&L)" shall be deleted.

(iv) In Section 6.1 the provision "(iii) one representative appointed by UP&L," shall be deleted and clauses (iv) and (v) shall be renumbered to (iii) and (iv), respectively, and the subsequent references to such clauses (iv) or (v) shall be revised to (iii) or (iv), respectively; and the last sentence of Section 6.1 shall be deleted and replaced by the following: "As used herein, the term Voting Rights shall mean at any particular time with respect to a Purchaser, such Purchaser's Generation Entitlement Share in effect at such time under its Power Sales Contract."

(v) Section 10.1 shall be amended to read in its entirety as follows:

Each Purchaser shall at all times be entitled to schedule, without regard to source or origin and in accordance with the practices and procedures approved by the Coordinating Committee

22. ADDITION OF SECTION 47: A new Section 47 is hereby added to the Power Sales Contract to read in its entirety as follows:

47. EARLY TERMINATION RIGHTS OF CERTAIN PURCHASERS:

47.1 Any Utah Purchaser that does not accept the Renewal Offer provided pursuant to Section 33 shall have the right to terminate its Power Sales Contract upon the commercial operation of the combined cycle power blocks of the Gas Repowering following the completion of construction and testing thereof; provided that the effectiveness of the termination of the Power Sales Contract of such Utah Purchaser shall be subject to the occurrence of and compliance with the following:

47.1.1 The taking of action by IPALPA, and the Coordinating Committee which authorizes the undertaking of the Gas Repowering to commence ~~subsequent to July 1, 2018 but~~ prior to January 1, 2020;

47.1.2 The delivery by such Utah Purchaser within thirty (30) days following the action taken by IPALPA, and the Coordinating Committee as set forth in Section 47.1.1 of notice to IPALPA, of the exercise of the right to terminate its Power Sales Contract (copies of such notice to be furnished by IPALPA, to the other Purchasers);

47.1.3 Any and all governmental regulatory approvals, consents and authorizations required or necessary for the termination of the Power Sales Contract of such Utah Purchaser shall have been obtained by such Utah Purchaser, as confirmed by a legal opinion reasonably acceptable to IPALPA, of counsel to such Utah Purchaser;

47.1.4 No Bonds or other obligations of IPALPA, other than the Transition Project Indebtedness issued to finance the Gas Repowering, shall be outstanding upon the effectiveness of the termination of the Power Sales Contract of such Utah Purchaser;

47.1.5 A determination shall be made by IPALPA, that each of the following shall comply with the terms of the Bond Resolution, or other resolution, under which the Transition Project Indebtedness to finance the Gas Repowering shall have been issued: (i) the termination of such Utah Purchaser's Power Sales Contract, (ii) the allocation as provided in Section 47.2 of such Utah Purchaser's Generation Entitlement Share and Generation Cost Share, respectively, among one or more of the Utah Purchasers whose Power Sales Contracts are not to be terminated pursuant to this Section 47 and the California Purchasers (each of such Purchasers, a "Remaining Purchaser" and, collectively, the "Remaining Purchasers"), including the corresponding increases as provided by

Section 47.2 of the Generation Entitlement Shares and Generation Cost Shares of one or more of the Remaining Purchasers; and (iii) the reallocation pursuant to Section 10 of the Power Sales Contracts (as a result of the allocation pursuant to Section 47.2 referred to in (ii) above) of the Northern Transmission System entitlements and cost shares and, if applicable, of the Southern Transmission System entitlements and cost shares among the Remaining Purchasers;

47.1.6 The increase of the Generation Entitlement Share and the Generation Cost Share, respectively, of the Remaining Purchasers to the extent provided by Section 47.2 shall be in compliance with all applicable laws and governmental regulations, and shall not have a material adverse effect on the revenues or operations of any Remaining Purchaser, all as shall be confirmed by a legal opinion reasonably acceptable to [IPALPA](#), of counsel to each Remaining Purchaser; and

47.1.7 The reallocation, if any, of the Southern Transmission System entitlement and cost shares pursuant to Section 10 of the Power Sales Contracts among those Remaining Purchasers that are California Purchasers and any effect that any such reallocation may have on the transmission service entitlement and cost shares of such California Purchasers under the applicable contractual arrangements of Southern California Public Power Authority (“SCPPA”) relating to the Southern Transmission System with [IPALPA](#), each of such California Purchasers, and the trustee under the indenture securing the bonds issued by SCPPA to finance its payments-in-and-of construction for the Southern Transmission System, shall, in each case, be determined by SCPPA to be permitted by and in compliance with such contractual arrangements.

47.2 Upon the termination of the Power Sales Contract of any Utah Purchaser becoming fully effective in accordance with Section 47.1 (such Utah Purchaser whose Power Sales Contract is so terminated being a “Terminating Utah Purchaser”), the Generation Entitlement Share and Generation Cost Share, respectively, of such Terminating Utah Purchaser (such Generation Entitlement Share and Generation Cost Share being, collectively, a “Terminating Utah Purchaser’s Share”) shall be reduced and allocated among one or more of the Remaining Purchasers as follows:

47.2.1 [IPALPA](#) shall allocate to each of the Remaining Purchasers who is a Utah Purchaser who elects in writing by notice to [IPALPA](#) (copies of such notice to be furnished by [IPALPA](#) to the other Purchasers), within thirty (30) days of such electing Utah Purchaser’s receipt of the notice described in Section 47.1.2 (the “Election Period”), to receive the allocation of all or a portion of

the Terminating Utah Purchaser's Share (each such Remaining Purchaser who so elects being, individually, an "Electing Utah Purchaser" and, collectively, the "Electing Utah Purchasers") as reflected in an agreement among the Electing Utah Purchasers delivered to [IPALPA](#), within ten (10) days of the expiration of the Election Period.

47.2.2 If no agreement described in Section 47.2.1 is delivered as provided in Section 47.2.1, then [IPALPA](#) shall allocate to each of the Electing Utah Purchasers, that portion of the Terminating Utah Purchaser's Share, calculated by multiplying the Terminating Utah Purchaser's Generation Entitlement Share and Generation Cost Share, respectively, by a fraction the numerator of which shall be such Electing Utah Purchaser's respective Generation Entitlement Share and Generation Cost Share, and the denominator of which shall be the sum of the respective Generation Entitlement Shares and Generation Cost Shares of all Electing Utah Purchasers.

47.2.3 If, after giving effect to Sections 47.2.1 and 47.2.2, the Electing Utah Purchasers have elected to receive the allocation of less than one hundred percent (100%) of the Terminating Utah Purchaser's Share, then [IPALPA](#) shall allocate the portion of the Terminating Utah Purchaser's Share not allocated pursuant to Sections 47.2.1 and 47.2.2, among the Remaining Purchasers so as to increase the Generation Entitlement Share and Generation Cost Share, respectively, of each Remaining Purchaser by that portion of such Utah Purchaser's terminated Generation Entitlement Share and Generation Cost Share, respectively, calculated by multiplying such terminated Generation Entitlement Share and Generation Cost Share, respectively, by a fraction the numerator of which shall be such Remaining Purchaser's respective Generation Entitlement Share and Generation Cost Share, and the denominator of which shall be the sum of the respective Generation Entitlement Shares and Generation Cost Shares of all Remaining Purchasers.

47.3 Upon the effectiveness of the termination of any of the Power Sales Contracts of one or more Utah Purchasers as provided in Section 47.1, Appendices A and B to the Power Sales Contracts shall be revised by [IPALPA](#) so as to set forth the respective Generation Entitlement Shares and Generation Cost Shares, together with the Points of Delivery, of the Remaining Purchasers under their Power Sales Contracts, as determined in accordance with this Section 47. Copies of such revised Appendices A and B shall be furnished by [IPALPA](#) to each Remaining Purchaser to replace the prior Appendices A and B to its Power Sales Contract.

23. AMENDMENT OF APPENDIX C: The introductory paragraph of the Description of

the Project in Appendix C is hereby amended to read as follows:

The following description is broad in scope and will be revised by I.P.A. and approved by the Coordinating Committee from time to time as is necessary to reflect the actual Project description as the Project evolves and changes throughout any feasibility and planning process as well as any design, construction and operation phase relating to a Capital Improvement, provided, however, that I.P.A. cannot by resolution change the aggregate Maximum Generating Capability of the Generation Station, unless such change shall have received the prior approval of the Coordinating Committee.

24. EFFECTIVENESS OF POWER SALES CONTRACT: Except as amended by this Second Amendatory Power Sales Contract, the Power Sales Contract shall remain in full force and effect.

25. GOVERNING LAW: This Second Amendatory Power Sales Contract shall be interpreted, governed by and construed under the laws of the State of Utah.

26. EFFECTIVE DATE: This Second Amendatory Power Sales Contract shall be effective on the first date (the "Second Amendatory Power Sales Contract Effective Date") on which all of the following shall have occurred:

- 26.1** This Second Amendatory Power Sales Contract shall have been executed and delivered by I.P.A. and the Purchaser;
- 26.2** The Purchaser shall have received those final approvals, consents or authorizations of governmental or public agencies, authorities or persons to execute, deliver and perform this Second Amendatory Power Sales Contract as shall be specified as being required by legal counsel as set forth in the opinion referred to in ~~clause (iii)~~ [Section 26.3](#) below;
- 26.3** An opinion of counsel to the Purchaser satisfactory to I.P.A. shall have been delivered to I.P.A.;
- 26.4** I.P.A. and all the other Purchasers shall have executed and delivered the Second Amendatory Power Sales Contracts; and
- 26.5** The PacifiCorp Final Amendatory Contract shall have become effective in accordance with its terms, provided however that, since the effectiveness of the PacifiCorp Final Amendatory Contract is conditioned on the occurrence, among other events, of the effectiveness of the Second Amendatory Power Sales Contracts, the Second Amendatory Power Sales Contract Effective Date shall be deemed to occur if all the events set forth in this Section ~~25,26~~ other than the effectiveness of the PacifiCorp Final Amendatory Contract, shall have occurred and all of the events and

[IPA LETTERHEAD]

_____, ~~2013~~201_____

Re: Renewal Offer Letter

«Addressee»

~~Ladies and Gentlemen:~~ [Purchaser Name and Address]

Dear [Purchaser Contact]:

The Power Sales Contract, dated ~~September 28, 1978,~~ _____, by Intermountain Power Agency (“IPA”) with _____ (the “Purchaser”), as heretofore amended, including the amendments by the Second Amendatory Power Sales Contract, and the other Power Sales Contracts by IPA, as so amended, with other utilities (collectively including Purchaser’s Power Sales Contract, the “Original Power Sales Contracts”) provide for participation by Purchaser and such other utilities (collectively including Purchaser, the “Original Purchasers”) in the Intermountain Power Project (the “Project”). Under Section 33 of the Original Power Sales Contracts IPA agrees to offer (the “Renewal Offer”) to Purchaser and such other Original Purchasers renewal of their participation in the rights and benefits of the Project from and after the expiration on June 15, 2027 (or such later date of termination of the Original Power Sales Contracts that occurs pursuant to Section 26.1 thereof).

This Offer Letter and the terms of the completed form of Offer Acceptance (the “Offer Acceptance”) and the terms of the form of the Renewal Power Sales Contract (the “Renewal Power Sales Contract”), including the form of Agreement for Sale of Renewal Excess Power (the “Excess Renewal Power Sales Agreement”) included as Appendix D to the Renewal Power Sales Contract, which accompany this Offer Letter constitute the initial offer (the “First Round Offer”) by IPA under its Renewal Offer. Such renewal of participation in the Project will be under and pursuant to the Renewal Power Sales Contracts to be entered into by IPA with the Original Purchasers that provide Offer Acceptances of the First Round Offer.

Initially capitalized terms used in this Offer Letter and in the Offer Acceptance which are defined in Section 4 of the Renewal Power Sales Contract shall have the same meanings, respectively, in this Offer Letter and the Offer Acceptance as given such terms in Section 4 of the Renewal Power Sales Contract.

First Round Offer: IPA hereby offers to Purchaser participation, commencing on June 16, 2027 (or such later date following termination of the Original Power Sales Contract that occurs pursuant to Section 26.1 thereof), in the rights and benefits of the Project in proportion to Purchaser’s Original Purchaser Entitlements. Purchaser may accept this First Round Offer, in whole or in part, by completing and executing the Offer Acceptance accompanying this Offer Letter. Purchaser should set forth in the space provided in the Offer Acceptance (i) the Generation Entitlement Share that is accepted by Purchaser which may be equal to (but not exceed) its Generation Entitlement Share under its Original Power Sales Contract or may be a specified portion of such Generation Entitlement Share, (ii) the Generation Cost Share accepted by Purchaser which shall be the same percentage as the Generation Entitlement Share set forth

pursuant to (i) above, and (iii) Purchaser's Point of Delivery (consistent with Section 9.9 of the Renewal Power Sales Contract). Purchaser's Transmission Cost Share will be calculated as provided under the Renewal Power Sales Contract by dividing the Generation Entitlement Share as set forth by Purchaser pursuant to (i) above that is to be delivered at the Point of Delivery set forth pursuant to (iii) above, by the aggregate of all Generation Entitlement Shares specified in the Offer Acceptances of Purchaser and the other Original Purchasers to be delivered at such Point of Delivery. The completed Offer Acceptance of Purchaser shall be duly authorized and executed by Purchaser, shall have received any and all Regulatory Contract Approvals and shall be submitted to IPA by _____, ~~2013~~201 or any extension thereof by IPA (the "First Round Offer Acceptance Date"), all in accordance with Section 26 of the Renewal Power Sales Contract.

Any portion of Purchaser's Original Purchaser Entitlements not accepted by Purchaser by its Offer Acceptance of the First Round Offer shall become part of the Orphan Original Purchaser Entitlements under the Renewal Power Sales Contracts. If Purchaser does not timely respond to this First Round Offer, or if Purchaser responds by rejecting in writing its entire Original Purchaser Entitlement, all Purchaser's Original Purchaser Entitlements shall become part of the Orphan Original Purchaser Entitlements, and Purchaser will be deemed to have rejected the Renewal Offer and shall have no further right to participate in the Renewal Offer.

As set forth in the Offer Acceptance, the Renewal Offer process will conclude with no further offers being made in the event Offer Acceptances of the First Round Offer result in the Renewal Power Sales Contracts by IPA with Purchaser and the other Original Purchasers becoming fully effective for one hundred percent (100%) of the Generation Entitlement Shares, Generation Cost Shares and the applicable Transmission Cost Shares of the Project, all as provided in the Offer Acceptance and in Section 26.2.2 of the Renewal Power Sales Contract. In the event, however, that the First Round Offer does not result in such Offer Acceptances, the Renewal Offer will continue with the Second Round Offer under which IPA will provide (i) ~~an offer of any Utah Orphan Original~~that (a) the Utah Committed Purchasers shall have the right to provide to IPA a Utah Orphan Entitlement Allocation Document within 45 days following the date on which IPA provides its Offer Letter for the Second Round Offer, and (b) if the Utah Committed Original Purchasers fail to provide to IPA such a Utah Orphan Entitlement Allocation Document, such remaining Utah Orphan Purchaser Entitlements ~~to those~~shall then be offered to each of the Utah Committed Original Purchasers submitting Offer Acceptances for the First Round Offer as provided under Section ~~26.3.1~~26.3.1.1 of the Renewal Power Sales Contracts, and (ii) ~~an offer of any~~that (a) the California Committed Purchasers shall have the right to provide to IPA a California Orphan Entitlement Allocation Document within 45 days following the date on which IPA provides its Offer Letter for the Second Round Offer, and (b) if the California Committed Original Purchasers fail to provide to IPA such a California Orphan Entitlement Allocation Document, such remaining California Orphan Original Purchaser Entitlements to those~~shall then be offered to each of the California Committed Original Purchasers submitting Offer Acceptances for the First Round Offer~~ as provided under Section ~~26.3.1~~26.3.1.2 of the Renewal Power Sales Contracts. In the event, however, that the Second Round Offer does not result in Offer Acceptances for at least eighty-five percent (85%) of the aggregate Original Purchaser Entitlements, the Renewal Offer will continue with the Final Offer in accordance with Section 26.4 of the Renewal Power Sales Contracts.

OFFER ACCEPTANCE

_____, ~~2013~~201

To: Intermountain Power Agency (“IPA”)

____ (“Purchaser”) hereby accepts the First Round Offer in accordance with the terms of IPA’s Offer Letter, dated ~~2013~~201, including this Offer Acceptance and the accompanying form of Renewal Power Sales Contract (the “Renewal Power Sales Contract”), and hereby specifies for its Offer Acceptance of the First Round Offer the following:

Purchaser’s Accepted Generation Entitlement Share: ___%

Purchaser’s Accepted Generation Cost Share: ___%¹

Purchaser’s Accepted Point of Delivery: _____²

Purchaser understands and agrees that its transmission entitlement in the Project and its Transmission Cost Share will be determined as provided in the Renewal Power Sales Contract.

Initially capitalized terms used in this Offer Acceptance which are defined in Section 4 of the Renewal Power Sales Contract shall have the same meanings, respectively, in this Offer Acceptance as given such terms in Section 4 of the Renewal Power Sales Contract.

By this Offer Acceptance, Purchaser agrees that based upon such Offer Acceptance and as provided by the applicable terms of the Renewal Power Sales Contract, IPA will prepare and will execute and deliver to Purchaser the Renewal Power Sales Contract to be entered into with Purchaser, including Appendices A and B thereto, all as provided in Section 26.2 of the Renewal Power Sales Contract, and Purchaser agrees to execute and deliver to IPA such Renewal Power Sales Contract which shall become effective as of the First Round Offer Acceptance Date.

If, there shall have been Offer Acceptances by the Original Purchasers of the First Round Offer so that IPA shall enter into Renewal Power Sales Contracts with Purchaser and all the other Original Purchasers for one hundred percent (100%) of the Generation Entitlement Shares, Generation Cost Shares and the applicable Transmission Cost Shares of the Project, all as provided in Section 26.2.2 of the Renewal Power Sales Contract, Purchaser agrees in accordance with Section 26.2.2 that its Renewal Power Sales Contract, together with such Renewal Power Sales Contracts by IPA with the other Original Purchasers, shall be fully effective in accordance with the terms thereof.

¹ Purchaser’s Generation Cost Share must be the same as its Generation Entitlement Share as required by the Renewal Power Sales Contract.

² Purchaser’s Point of Delivery must be designated in accordance with Section 9.9 of the Renewal Power Sales Contract.

RENEWAL POWER SALES CONTRACT

BETWEEN

INTERMOUNTAIN POWER AGENCY

AND

[NAME OF PURCHASER]

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RENEWAL POWER SALES CONTRACT

1. **PARTIES:** This Renewal Power Sales Contract (this “Contract”), is made and entered into as of this ____ day of _____, ~~2013~~201 by and between INTERMOUNTAIN POWER AGENCY, a political subdivision of the State of Utah (“IPA”), created under the provisions of the Act, and [NAME OF PURCHASER] (“Purchaser”).

2. **RECITALS:** This Contract is made with reference to the following facts, among others:

2.1 IPA is the owner of the Project.

2.2 Pursuant to the Original Power Sales Contracts, IPA has sold to the Original Purchasers, and the Original Purchasers have purchased from IPA, all of the generation and transmission capacity of the Project.

2.3 The Original Power Sales Contracts were last amended by the Second Amendatory Power Sales Contracts which provide for the construction and installation of natural gas-fired combined cycle power blocks and related equipment and facilities as a Capital Improvement of the Project which upon completion, will replace the existing coal-fired generating units of the Project.

2.4 The term of each of the Original Power Sales Contracts is to end on June 15, 2027.

2.5 Section 33 of each of the Original Power Sales Contracts, as amended by the Second Amendatory Power Sales Contract, provides for IPA to make the Renewal Offer to the Original Purchasers which is to include offers to renew, and under certain circumstances may include offers to increase, the entitlements of Original Purchasers to the generation and, as applicable, transmission capacity of the Project for a term subsequent to June 15, 2027, all upon the terms set forth or described in such Section 33.

2.6 By its terms each of the Second Amendatory Power Sales Contracts is subject to termination if the Renewal Offer is not accepted by the Original Purchasers by entering into the Renewal Power Sales Contracts with IPA for one hundred percent (100%) of the Generation Entitlement Shares, Generation Cost Shares and applicable Transmission Cost Shares of the Project, all in accordance with the terms of the Renewal Offer including the provisions of Section 26 of the Renewal Power Sales Contracts.

2.7 IPA has made the initial Renewal Offer to the Original Purchasers, including the Purchaser, and by execution and delivery of this Contract, Purchaser has accepted on the terms set forth in this Contract the Renewal Offer made to Purchaser by IPA with respect to the Generation Entitlement Share and Point of Delivery set forth in Appendix B hereto and the Generation Cost Share and the Transmission Cost Share, as applicable, set forth in Appendix A hereto, as the same may be increased as provided in Section 26 of this Contract.

Agreement pursuant to Section 26; provided that in any event the California Excess Power Purchasers shall include Los Angeles.

4.15A **California Orphan Entitlement Allocation Agreement:** ~~—An agreement by and among~~ **Document:** A written document signed by all the California Committed Original Purchasers, as set forth under Section 26.3.1.2, providing for the allocation to and acceptance by those California Committed Original Purchasers designated in such ~~agreement~~ document of the then remaining California Orphan Original Purchaser Entitlements; provided that ~~such agreement shall require that~~ together with such document such designated California Committed Original Purchasers shall provide ~~IPA with~~ Offer Acceptances with respect to ~~their respective~~ the California Orphan Original Purchaser Entitlements allocated to such designated California ~~Orphan~~ Committed Original ~~Purchaser~~ Entitlements Purchasers, respectively, in such document and such ~~agreement~~ document shall be filed with IPA.

4.15B **California Orphan Original Purchaser Entitlements:** As of any particular point in time on and after the First Round Offer Acceptance Date and with respect to the Original Purchaser Entitlements that have been offered under the First Round Offer to the Original California Purchasers, California Orphan Original Purchaser Entitlements shall mean and include: (i) the amount of such Original Purchaser Entitlements (or the portions thereof) that have been declined, rejected or otherwise relinquished in writing to the reasonable satisfaction of IPA by one or more Original California Purchasers, (ii) in the case of an acceptance of the First Round Offer by any of the Original California Purchasers in part, that part of such Original California Purchasers' Original Purchaser Entitlements that is not accepted and not included under such Original California Purchasers' Renewal Power Sales Contracts (which part shall be deemed declined, rejected or otherwise relinquished by such Original California Purchasers), and (iii) in the case where one or more of the Original California Purchasers fail to enter into any Offer Acceptance (in whole or in part) or fail to decline, reject or otherwise relinquish in writing the First Round Offer (in whole or in part), all of such Original California Purchasers' Original Purchaser Entitlements.

4.16 **Capital Improvement Acquisition and Construction Costs:** With respect to any particular Capital Improvement, all costs of planning, designing, acquiring, constructing and installing such Capital Improvement, including, without limitation, costs of labor, materials, equipment, supplies, interests in real or personal property, taxes, reasonable operating, repair or replacement reserves relating to such Capital Improvement, and any Issuance and Financing Costs associated with any Project Indebtedness issued or to be issued to pay any such costs.

4.17 **Capital Improvements:** All renewals or replacements of or repairs, additions, improvements, modifications or betterments to the Project or any interest in the Project, including, without limitation, the acquisition of natural gas production wells or interests therein and related facilities and properties and gas transmission or transportation facilities for the Project, and the prepayment for the purchase of natural gas supplies for the Project, that are (a) consistent with Prudent Utility Practice and determined to be necessary or desirable by the Original Coordinating Committee, or, if such Capital Improvement is made after the Transition Date, by the Renewal Contract Coordinating Committee, in order to keep the Project or any interest in the Project in good operating condition, to prevent a loss of revenue therefrom, or to

increase the capacity, reliability or usefulness of the Project or any interest therein, (b) required by any governmental agency having jurisdiction over the Project, (c) required by the Construction Management and Operating Agreement, or (d) required by any Bond Resolution; provided, however, that Capital Improvements shall not include any generating unit added to the Project in addition to those included in the Project which continue to generate electric capacity and energy of the Project. Capital Improvements shall consist of Ordinary Capital Improvements and Major Capital Improvements. Each Capital Improvement constitutes a part of the Project Component to which it relates.

4.18 **Committed Original Purchaser:** An Original Purchaser that has (i) accepted its Renewal Offer by entering into an Offer Acceptance as to all of its Original Purchaser Entitlement or (ii) accepted its Renewal Offer by entering into an Offer Acceptance as to part of its Original Purchaser Entitlement and declined, rejected or otherwise relinquished in writing and to the reasonable satisfaction of IPA the Renewal Offer as to the remainder of its Original Purchaser Entitlement, or deemed to have so declined, rejected or otherwise relinquished the same as provided in this Contract.

4.19 **Construction Aid Agreement:** Shall have the meaning set forth in Section 38.2.

4.20 **Construction Management and Operating Agreement:** The Intermountain Power Project Amended and Restated Construction Management and Operating Agreement, dated as of _____, ~~2013~~201, by and between Los Angeles and IPA relating to the construction and operation of the Project during the term of the Original Power Sales Contracts and the term of the Renewal Power Sales Contracts and any replacements or renewals thereof, as such Agreement, or such replacements or renewals thereof, may from time to time be amended and supplemented.

4.21 **Contract:** Shall have the meaning set forth in Section 1 and is one of the Renewal Power Sales Contracts.

4.22 **Cooperative Purchasers:** The Purchasers that are incorporated and organized as cooperative corporations and provide electric energy to retail customers in any of the States of Utah, Nevada or Wyoming. The Cooperative Purchasers shall not include any of the California Purchasers or the Utah Municipal Purchasers.

4.23 **Cost Shares:** With respect to a Purchaser, shall mean its Generation Cost Share and its Northern Transmission Cost Share or Southern Transmission Cost Share, as applicable.

4.24 **Debt Instruments:** All bonds, notes and other instruments evidencing IPA's obligation to pay or repay Project Indebtedness.

4.25 **Debt Service:** For any period shall mean, as of any date of calculation and with respect to any particular series, issue or tranche of any specified Project Indebtedness an amount equal to the sum of (i) interest accruing during such period on such series, issue or tranche of Project Indebtedness, except to the extent that such interest is to be paid through

capitalized interest funded with the proceeds thereof and (ii) that portion of each principal installment (including any unsatisfied balance of a sinking fund installment) with respect to such series, issue or tranche of Project Indebtedness which would accrue during such period if such principal installment were deemed to accrue daily in equal amounts from the next preceding principal installment due date, for such series, issue or tranche of Project Indebtedness (or, if there shall be no such preceding principal installment due date, from a date one year preceding the due date of such principal installment or from the date of issuance or incurrence of such Project Indebtedness, whichever date is later). Such interest and principal installments for such Project Indebtedness shall be calculated on the assumption that no such Project Indebtedness outstanding at the date of calculation will cease to be outstanding except by reason of the payment of each principal installment on the due date thereof.

4.26 ~~**Declined Original Purchaser:** An Original Purchaser that has declined, rejected or otherwise relinquished in writing and to the reasonable satisfaction of IPA its Renewal Offer as to all of its Original Purchaser Entitlement or that failed to provide any Offer Acceptance (in whole or in part) of the Renewal Offer or failed to decline, reject or otherwise relinquish in writing (in whole or in part) the Renewal Offer.~~ Reserved

4.27 **Default Interest Rate:** A variable per annum interest rate equal to 300 basis points above the current General Interest Rate, which interest rate shall be adjusted as of the close of business on the first Business Day of each Month.

4.28 **Designated Project Indebtedness:** Project Indebtedness (other than Project Indebtedness any portion of which bears a variable rate of interest) that is issued or incurred (a) to finance a Capital Improvement where (i) the date of the last maturity of such Project Indebtedness is on or about the end of the estimated useful life of such Capital Improvement as determined by IPA and the Renewal Contract Coordinating Committee, in each case based upon advice provided by a Qualified Independent Engineer with expertise in the relevant subject matter, and (ii) either (x) such Project Indebtedness has Substantially Equal Debt Service for each Fiscal Year such Project Indebtedness is scheduled to be outstanding or (y) there is Substantially Equal Aggregate Debt Service with respect to all Designated Project Indebtedness, including such Project Indebtedness being issued or incurred, for each Fiscal Year such Designated Project Indebtedness is scheduled to be outstanding (using in each case where such Project Indebtedness being issued or incurred is to be sold by competitive bidding, an average interest rate therefor as estimated by IPA), provided that, there shall not be taken into account in the case of either (ii) (x) or (ii) (y) above any Fiscal Year in which all or any portion of the interest on such Project Indebtedness or Designated Project Indebtedness is to be paid through capitalized interest funded with the proceeds thereof or any Fiscal Year during which such Project Indebtedness or Designated Project Indebtedness is scheduled to be outstanding for only a part of such Fiscal Year; or (b) to refund or refinance any outstanding Designated Project Indebtedness where (i) upon the issuance of such Project Indebtedness the Designated Project Indebtedness being refunded or refinanced is defeased and no longer outstanding under the terms of the Bond Resolution under which such Designated Project Indebtedness was issued or incurred and (ii) the Aggregate Debt Service for the then current and each future Fiscal Year with respect to all Designated Project Indebtedness (including such Project Indebtedness being issued or incurred) outstanding immediately after the issuance or incurrence of such Project Indebtedness being issued or incurred, is not greater than the Aggregate Debt Service for each

Sales Contracts and completed and entered into pursuant to Section 26.6 of the Renewal Power Sales Contracts.

4.39 **FAS 143:** The Statement of Financial Accounting Standards No. 143 issued by the FASB, as further affected or interpreted by additional FASB statements or FASB interpretations.

4.40 **FASB:** The Financial Accounting Standards Board or any successor organization thereto.

4.41 **Final Offer:** IPA’s continued Renewal Offer, if necessary as provided in Section 26.4.1, with respect to the then remaining Orphan Original Purchaser Entitlements to each of the Committed Original Purchasers in the order of their respective Subscription Generation Entitlement Shares, beginning with the Committed Original Purchaser with the highest Subscription Generation Entitlement Share, as then set forth in Appendix B of the Renewal Power Sales Contracts, and continuing with the Committed Original Purchasers in descending order of values of their Subscription Generation Entitlement Shares under Appendix B; provided that such Final Offer shall ~~be completed~~ cease to be offered any further upon the first to occur of the receipt of an Offer Acceptance by a Committed Original Purchaser that complies with Section 26.4.2 or such an Offer Acceptance that complies with Section 26.4.3.

4.42 **Final Offer Acceptance Date:** Such date as specified in the Offer Letter by IPA with respect to the Final Offer, as such date may be thereafter extended by IPA.

4.43 **Final Retirement Date:** With respect to any particular Project Component, the date upon which all conditions set forth in Section 23.9 have been satisfied as to such Project Component.

4.44 **First Round Offer:** The initial offer under IPA’s Renewal Offer offering to each Original Purchaser the renewal, in whole or in part, of its Original Purchaser Entitlements as provided in Section 26.2.

4.45 **First Round Offer Acceptance Date:** _____, ~~2013, 201~~ as such date may be extended by IPA.

4.46 **Fiscal Year:** Any period commencing on July 1 of any calendar year and ending on June 30 of the next succeeding calendar year.

4.47 **Fuel Management Practices and Procedures:** The fuel management practices and procedures approved by the Renewal Contract Coordinating Committee as provided in Section 6.2.10.

4.48 **Gas Repowering:** The construction and installation of Gas Unit 1 and Gas Unit 2 as provided in Section 44.1 of the Original Power Sales Contract, together with the decommissioning and retirement of existing generating units and related facilities and properties as provided in Section 44.2 of the Original Power Sales Contracts.

4.49 **Gas Unit:** Includes:

4.49.1 **Gas Unit 1:** The natural gas-fired combined cycle power block and related facilities and properties constituting a part of the Generation Station and referred to as Intermountain Power Project Unit 1, as shall be set forth in the Description of Project attached hereto as Appendix C, together with any Auxiliary Facilities of such generating unit as set forth in Section 23.8.

4.49.2 **Gas Unit 2:** The natural gas-fired combined cycle power block and related facilities and properties constituting a part of the Generation Station and referred to as Intermountain Power Project Unit 2, as shall be set forth in the Description of Project attached hereto an Appendix C, together with any Auxiliary Facilities of such generating unit as set forth in Section 23.8

4.50 **General Interest Rate:** A variable per annum interest rate equal to 100 basis points less than the Prime Rate; provided, however, that if the Prime Rate cannot be identified for an applicable Business Day in a publication reasonably available to IPA, then the General Interest Rate shall be equal to 100 points above the yield on thirty-day (30-day) notes issued by a corporation specified by IPA, which corporation must (x) be incorporated and headquartered in the United States and (y) have outstanding senior, unsecured debt rated by Standard & Poor's in its highest credit rating category. If Standard & Poor's is no longer issuing credit ratings or, in IPA's reasonable determination, has ceased to be a reliable source of credit information, then IPA shall specify a comparable corporation with outstanding senior, unsecured debt rated in a similar credit rating category by a nationally recognized credit rating agency other than Standard & Poor's.

4.51 **General Service Requirements:** The capacity and energy required for operation of all generating facilities and other equipment and systems used or required at the Generation Station in connection with the operation and maintenance of the Generation Station.

4.52 **Generation Cost Share:** The share (expressed as a percentage) of each Purchaser as set forth in Appendix A attached hereto, as such share may be adjusted from time to time pursuant to Section 26 or other applicable provisions of this Contract, with respect to the costs associated with the Generation Station. A Purchaser's Generation Cost Share shall at all times be the same as its Generation Entitlement Share.

4.53 **Generation Entitlement Share:** The percentage entitlement of each Purchaser in each generating unit of the Project, as set forth in Appendix B attached hereto, as adjusted from time to time pursuant to Section 26 or other applicable provisions of this Contract.

4.54 **Generation Station:** The Generation Station as set forth in the Description of the Project attached hereto as Appendix C together with all applicable Auxiliary Facilities.

4.55 ~~**Intermountain Purchasers:** The Utah Municipal Purchasers and the Cooperative Purchasers.~~ **Reserved**

4.56 **Investment Securities:** Means and includes any of the following securities with maturities consistent with the needs by IPA for such funds: (a) any bonds or other

realizes from the sale or other disposition of the property or property rights constituting a part of such Project Component on or after the Permanent Removal From Service Date of such Project Component; provided, however, that (a) with respect to any IPA Retained Facility other than Project Water Rights, the Retirement Salvage Proceeds of such IPA Retained Facility shall be deemed to be the estimated Retirement Salvage Proceeds thereof determined by the Retirement Consultant pursuant to Section 23.4, and shall not include any proceeds or revenues IPA may realize from any subsequent sale or other disposition by IPA of such IPA Retained Facility or any portion thereof; and (b) with respect to Project Water Rights that become an IPA Retained Facility pursuant to Section 24.1, the Retirement Salvage Proceeds of such Project Water Rights shall be deemed to be the amount determined pursuant to Section 24.2.

4.120 **Second Amendatory Power Sales Contract:** The Second Amendatory Power Sales Contract, dated as of _____, ~~2013~~, 201, entered into by IPA with each Original Purchaser, together with any amendments thereof and supplements thereto.

4.121 **Second Round Offer Acceptance Date:** Such date specified in the Offer Letter by IPA with respect to the Second Round Offer, as such date may be extended by IPA.

4.122 **Second Round Offer:** IPA's continued Renewal Offer pursuant to Section 26.3 hereof.

4.123 **Section 39 Facilities:** Section 39 Facilities shall mean rights, properties, facilities and appurtenances that pursuant to and as provided in Section 39 of the Renewal Power Sales Contracts are to be or have been sold, leased or otherwise made available by IPA for the construction or operation of any generating unit or units, transmission facilities or other facilities or properties at the Project site that shall not be part of the Project.

4.124 **Section 39 Facilities Agreement:** Section 39 Facilities Agreement shall mean any agreement or arrangement pursuant to which IPA sells, leases or otherwise makes available Section 39 Facilities in accordance with Section 39 of the Renewal Power Sales Contracts for any generating unit or units, transmission facilities or other facilities or properties located at the Project site but not constituting part of the Project.

4.125 **Southern Transmission Cost Share:** As to any particular Purchaser, the share (expressed as a percentage) set forth for such Purchaser in Appendix A attached hereto, as adjusted pursuant to Section 26, with respect to the costs associated with the Southern Transmission System that are to be allocated among the Purchasers with the Point of Delivery on the Southern Transmission System under the Renewal Power Sales Contracts. Each Purchaser's Southern Transmission Cost Share shall be equal to the quotient obtained by dividing that portion of such Purchaser's Generation Entitlement Share that is to be delivered at the Point of Delivery on the Southern Transmission System by the aggregate of those portions of all Purchasers' Generation Entitlement Shares that are to be delivered at the Point of Delivery on the Southern Transmission System.

4.137 **Transition Date:** June 16, 2027; provided, however, that if the date upon which the Original Power Sales Contracts terminate is extended pursuant to Section 26.1 of the Original Power Sales Contracts, then the Transition Date shall be the date that is next succeeding the date upon which the Original Power Sales Contracts terminate in accordance with their terms.

4.138 **Transition Debt Instruments:** Any Debt Instrument issued by IPA prior to the Transition Date by which Transition Project Indebtedness is incurred or evidenced.

4.139 **Transition Project Indebtedness:** Project Indebtedness that is incurred by IPA prior to the Transition Date and that, by its terms, is scheduled to remain outstanding after the Transition Date, provided that no such Project Indebtedness shall be incurred or authorized on or prior to the Entitlement Determination Date.

4.140 **Transmission Cost Share:** With respect to any Purchaser, shall mean, the Northern Transmission Cost Share or the Southern Transmission Cost Share, as applicable.

4.141 ~~**Uncommitted Original Purchaser:** An Original Purchaser to which IPA has made a Renewal Offer and that is not a Committed Original Purchaser or a Declined Original Purchaser.~~ **Reserved**

4.142 **Uncontrollable Forces:** Any cause beyond the control of IPA that by the exercise of due diligence IPA is unable to prevent or overcome, including, but not limited to, failure or refusal of any other person or entity (including any Purchaser) to comply with any of the then existing contracts, an act of God, fire, flood, explosion, strike, sabotage, pestilence, an act of the public enemy, terrorist act, civil or military authority including court orders, injunctions and orders of governmental agencies with proper jurisdiction, insurrection or riot, an act of the elements, failure of equipment, inability of IPA or any person or entity engaged in work on the Project to obtain or ship materials or equipment because of the effect of similar causes on suppliers or carriers, or the inability of IPA to sell or issue its Debt Instruments.

4.143 **Uniform System of Accounts:** The “Uniform Systems of Accounts prescribed for Class A and B Public Utilities and Licensees” as prescribed and, from time to time, as amended or modified or substitution therefor made by the Federal Energy Regulatory Commission or its successor, whether or not IPA is subject to Federal Energy Regulatory Commission jurisdiction.

4.144 **Unsubscribed Original Purchaser Entitlements:** The Original Purchaser Entitlements as to which, prior to the First Round Offer Acceptance Date, there has not been an Offer Acceptance.

4.145 **Utah Committed Original Purchasers:** The Original Utah Purchasers that are Committed Original Purchasers.

4.146 **Utah Municipal Purchasers:** The Purchasers that are political subdivisions of the State of Utah.

4.146A **Utah Orphan Entitlement Allocation Agreement:** ~~An agreement by and among~~ **Document:** A written document signed by all the Utah Committed Original Purchasers, as set forth under Section 26.3.1.1, providing for the allocation to and acceptance by those Utah Committed Original Purchasers designated in such ~~agreement~~ document of the then remaining Utah Orphan Original Purchaser Entitlements; provided that ~~such agreement shall require that~~ together with such document such designated Utah Committed Original Purchasers ~~shall~~ shall provide ~~IPA with~~ Offer Acceptances with respect to ~~their respective allocated~~ the Utah Orphan Original Purchaser Entitlements ~~and such agreement~~ allocated to such designated Utah Committed Original Purchasers, respectively, in such document and such document shall be filed with IPA.

4.146B **Utah Orphan Original Purchaser Entitlements:** As of any particular point in time on and after the First Round Offer Acceptance Date and with respect to the Original Purchaser Entitlements that have been offered under the First Round Offer to the Original Utah Purchasers, Utah Orphan Original Purchaser Entitlements shall mean and include: (i) the amount of such Original Purchaser Entitlements (or the portions thereof) that have been declined, rejected or otherwise relinquished in writing to the reasonable satisfaction of IPA by one or more Original Utah Purchasers, (ii) in the case of an acceptance of the First Round Offer by any of the Original Utah Purchasers in part, that part of such Original Utah Purchasers' Original Purchaser Entitlements that is not accepted and not included under such Original Utah Purchasers' Renewal Power Sales Contracts (which part shall be deemed declined, rejected or otherwise relinquished by such Original Utah Purchasers), and (iii) in the case where one or more of the Original Utah Purchasers fail to enter into any Offer Acceptance (in whole or in part) or fail to decline, reject or otherwise relinquish in writing the First Round Offer (in whole or in part), all of such Original Utah Purchasers' Original Purchase Entitlements.

4.146BC **Utah Purchasers:** The Utah Municipal Purchasers and the Cooperative Purchasers.

4.147 **Voting Rights:** Shall have the meaning set forth in Section 6.1.9.

4.148 **Willful Action:**

4.148.1 Action taken or not taken by a party to this Contract at the direction of its directors or other governing body, officers or employees having management or administrative responsibility affecting its performance under this Contract and that:

4.148.1.1 Is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with the intent that injury or damage would result therefrom;

4.148.1.2 Has been determined by a final arbitration award or judgment or judicial decree to be a material default under this Contract, and which action occurs or continues beyond the time specified in such arbitration award or judgment or judicial decree for curing such default, or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default; or

6.1.1 One (1) representative shall be appointed by IPA, which representative shall at all times serve as the Chairman of the Renewal Contract Coordinating Committee. Such representative shall have no Voting Rights. IPA may also appoint an alternate representative who shall be entitled to act in place of its regular representative in the event of the absence of the regular representative.

6.1.2 Each California Purchaser shall be entitled to appoint one (1) representative; provided, however, that if more than one California Purchaser has Voting Rights of less than one and four-tenths percent (1.40%), then all such California Purchasers having Voting Rights of less than one and four-tenths percent (1.40%) shall, as a group, be entitled to appoint one (1) representative, which representative shall be elected by a weighted majority vote of all such California Purchasers having Voting Rights of less than one and four-tenths percent (1.40%) based on their respective Voting Rights.

6.1.3 Each Purchaser, other than the California Purchasers, that has Voting Rights of one and four-tenths percent (1.40%) or more shall be entitled to appoint one (1) representative.

6.1.4 One (1) representative shall be collectively appointed by the Utah Municipal Purchasers who are not individually entitled to appoint a representative pursuant to Section 6.1.3, which representative shall be elected by a weighted majority vote, based on their respective Voting Rights, of all such Utah Municipal Purchasers not individually entitled to appoint a representative.

6.1.5 One (1) representative shall be collectively appointed by the Cooperative Purchasers who are not individually entitled to appoint a representative pursuant to Section 6.1.3, which representative shall be elected by a weighted majority vote, based on their respective Voting Rights, of all such Cooperative Purchasers not individually entitled to appoint a representative.

6.1.6 **Reserved**

6.1.7 All Purchasers who are entitled to individually appoint a representative to the Renewal Contract Coordinating Committee pursuant to Sections 6.1.2 or 6.1.3 shall give the Chairman of the Renewal Contract Coordinating Committee written notice of their initial appointments (and any initial alternates thereafter) and of any change in the appointment of their representative, or alternates, which appointments and changes shall be effective immediately upon receipt of such notice by the Chairman. Each group of Purchasers who are entitled to collectively appoint a representative to the Renewal Contract Coordinating Committee pursuant to Sections 6.1.2, 6.1.4 or 6.1.5 shall hold an election within thirty (30) days after the Entitlement Determination Date, and thereafter within the first sixty (60) days of the first calendar year 2014 following the date of this Contract and within the first sixty (60) days of each fifth (5th) calendar year thereafter, to elect its representative (and any alternates) to the Renewal Contract Coordinating Committee. Within thirty (30) days after each such election, the Purchasers within such group shall certify in writing to the Chairman of the Renewal Contract Coordinating Committee the results of such election and the name of the representative (and any alternates) so appointed to the Renewal Contract Coordinating Committee.

6.1.10.2 The Chairman of the Renewal Contract

Coordinating Committee shall be responsible for calling and presiding over the meetings of the Renewal Contract Coordinating Committee. The Chairman shall promptly call a meeting of the Renewal Contract Coordinating Committee at the written request of any representative. All action taken by the Renewal Contract Coordinating Committee shall require an affirmation of representatives of Purchasers having Voting Rights aggregating at least eighty percent (80%), except as otherwise provided in Section 23.1, with respect to the retirement from service of the Northern Transmission System or the Southern Transmission System, or in Section ~~6.2.10~~6.2.10, with respect to approval of the Fuel Management Practices and Procedures, and action may be taken by vote given in an assembled meeting of the representatives or by telephone, telefax, videophone, e-mail, nationally recognized overnight courier service, certified or registered letter or by any combination thereof; provided, however, that if two or more of the City of Burbank, the City of Glendale, the City of Pasadena and the City of Riverside (such cities being, collectively, the "Other California Purchasers"), hold, collectively, Generation Entitlement Shares totaling at least 15%, then, at any time prior to August 3, 2019, the approval of an Alternative Repowering (as defined in the Original Power Sales Contracts) requested of the Renewal Contract Coordinating Committee shall require an affirmation of representatives of Purchasers having Voting Rights aggregating at least eighty percent (80%), including, without limitation, the affirmation of at least one of the representatives of the Other California Purchasers.

6.1.10.3 The Renewal Contract Coordinating Committee

shall be organized within thirty (30) days after the Entitlement Determination Date; provided, however, that except as specifically set forth under Sections 6.3, 6.4 or 15.1, the Renewal Contract Coordinating Committee shall have no responsibilities, duties or rights under the Renewal Power Sales Contracts prior to the Transition Date.

6.2 **Renewal Contract Coordinating Committee Responsibilities:** From and after the Transition Date, the Renewal Contract Coordinating Committee shall have the following responsibilities:

6.2.1 To the extent not finalized or effective on the Transition Date, review, modify and approve specifications, proposals, bid evaluations and contracts, and any other business as determined by the Renewal Contract Coordinating Committee.

6.2.2 Provide liaison among IPA and the Purchasers at the management level with respect to the operation of the Project and any construction thereof then or thereafter ongoing.

6.2.3 Exercise general supervision over the committees or sub-committees established pursuant to Section 6.6.

6.2.11 Review, modify and approve all budgets and revisions thereof prepared and submitted by the Project Manager or Operating Agent pursuant to the Construction Management and Operating Agreement.

6.2.12 Review, modify and approve the practices and procedures formulated by the Project Manager or Operating Agent under the Construction Management and Operating Agreement and review and approve all Project interconnection agreements or arrangements and all amendments and supplements to the Construction Management and Operating Agreement.

6.2.13 Review, modify and approve other recommendations of the Project Manager or Operating Agent made pursuant to the provisions of the Construction Management and Operating Agreement.

6.2.14 Review, modify and approve all administrative and general costs to be included in the Annual Budget related to the conduct of the business of IPA with respect to the Project, and all payments and contributions by IPA to the counties, municipalities and school districts affected by the Project other than such payments and contributions as are mandated, and the amount of which is specified (whether by formula, assessment criteria or otherwise) by Utah law.

6.2.15 Review, modify and approve all Capital Improvements (other than Essential Capital Improvements) and the budgets or other provisions for the payment or financing thereof.

6.2.16 Approve all consultants or advisors with respect to Project matters that may be retained by IPA, including, but not limited to, financial advisors and bond counsel (but excluding any Qualified Independent Engineer retained by IPA as provided in Section 6.2.22 and the general legal counsel of IPA); provided, however, that the failure of the Renewal Contract Coordinating Committee to act within forty five (45) days after written notice by IPA of an intent to retain any such consultant or advisor shall constitute a waiver of the right of approval.

6.2.17 Review, modify and approve, consistent with the terms of Section 33, IPA's insurance program, including, without limitation, a self-insurance program.

6.2.18 Formulate practices and procedures for the use of the unutilized operating capabilities of the transmission facilities of the Project among the Purchasers entitled to schedule, without regard to source or origin, the use of such operating capabilities.

6.2.19 Make recommendations with respect to and review and approve the revisions by IPA of the Description of the Project attached hereto as Appendix C, (i) as such Description of the Project shall be revised by IPA at the commencement of the Operational Period to conform such Description of the Project to the Project as it shall then exist, and (ii) as such Description of the Project shall be thereafter modified by IPA to conform such Description of the Project to the actual Project as it evolves and changes during the Operational Period; provided that all such revisions of the Description of the Project shall be in accordance with Prudent Utility Practice, and IPA shall cause Appendix C attached hereto to be revised, with such

fails to make any such recommendations, action by IPA with respect to such matters shall not be precluded.

6.2.24 Perform such other functions and duties as may be provided for under this Contract or as may be necessary or appropriate to carry out its duties and powers as provided for under this Contract.

6.3 **Required Approvals Prior to Transition Date:** Prior to the Transition Date, IPA shall obtain the approval, which shall not be unreasonably withheld, conditioned or delayed, of the Renewal Contract Coordinating Committee with respect to each of the following:

6.3.1 The incurrence of any Project Indebtedness to the extent such Project Indebtedness expressly requires the approval of the Renewal Contract Coordinating Committee pursuant to Section 15.1.

6.3.2 The adoption or entering into by IPA of any Bond Resolution or amendment or supplement thereto, to the extent, and only to the extent, it authorizes the issuance or sale of or provides for the security for any Transition Project Indebtedness, provided, no such approval shall be required with respect to any such Bond Resolution, amendment or supplement to the extent it relates to Transition Project Indebtedness for the Gas Repowering or for an Essential Capital Improvement so long as the requirements of the proviso in Section 15.1.2 are satisfied; provided further that, notwithstanding any other provision of this Contract, in no event shall any Renewal Contract Project Indebtedness be issued, nor shall the issuance thereof be approved by the Renewal Contract Coordinating Committee, prior to ~~July~~November 1, ~~2015-2019~~.

6.3.3 Any reduction in the design capacity of a Gas Unit or Gas Units of the Gas Repowering pursuant to Section 44.1 of the Original Power Sales Contract as added by the Second Amendatory Power Sales Contract.

6.3.4 Any other matter arising after the Entitlement Determination Date and prior to the Transition Date as to which Renewal Contract Coordinating Committee approval is required pursuant to any other provision of this Contract and the other Renewal Power Sales Contracts.

6.4 **Consultation Matters:** Prior to the Transition Date, IPA shall consult with, inform or provide, as indicated below, the Renewal Contract Coordinating Committee with regard to the following matters, but shall have no obligation to obtain any approval of or recommendations from the Renewal Contract Coordinating Committee with respect to any such matter:

6.4.1 Consult and inform the Renewal Contract Coordinating Committee with regard to Transition Project Indebtedness to finance the Gas Repowering or Essential Capital Improvements and meeting the requirements of the proviso in Section 15.1.2.

Coordinating Committee may establish other committees including, but not limited to, auditing, legal, financial, insurance, environmental and public information committees or sub-committees. Each committee or sub-committee established by the Renewal Contract Coordinating Committee shall be responsible and report to the Renewal Contract Coordinating Committee.

6.7 **Minutes:** All actions, resolutions, determinations and reports made by the Renewal Contract Coordinating Committee, as required by this Contract shall be set forth in its minutes, except when made by a telephone call or videophone pursuant to Section 6.1, whereupon a written record thereof will be made as soon as possible.

6.8 **Costs of Consultants:** Costs of consultants and others employed or appointed by the Renewal Contract Coordinating Committee to perform the duties hereunder shall be included in the Monthly Power Costs and shall be billed to IPA, the Project Manager or the Operating Agent, as appropriate.

6.9 **Expenses of Representatives:** ~~Any~~ Except as provided in Section 4.67.1.5, any expenses incurred by any representative of any Purchaser or group of Purchasers serving on the Renewal Contract Coordinating Committee or any committee or sub-committee in connection with his or her duties in connection therewith shall be paid by Purchaser or the Purchasers that he or she represents and shall not be included in Monthly Power Costs.

6.10 **Disputed Matters:** The parties hereto recognize that if the Renewal Contract Coordinating Committee is unable or fails to agree with respect to any matter or dispute that it is authorized to determine, resolve, approve or otherwise act upon after a reasonable opportunity to do so, or within the time limits specified in the Construction Management and Operating Agreement, then the Project Manager or the Operating Agent, as appropriate, is authorized to take such action, in a manner consistent with Prudent Utility Practice, as in its discretion is necessary for its timely performance under the Construction Management and Operating Agreement pending the resolution of any such inability or failure to agree; provided, however, that nothing herein shall be construed to allow the Project Manager or the Operating Agent to act in violation of the express terms of the Construction Management and Operating Agreement or this Contract.

6.11 **Compliance with Bond Resolution:** The planning, financing, construction, acquisition, operation and maintenance of the Project must comply in all respects with the requirements of any Bond Resolution in effect from time to time and all licenses, permits and regulatory provisions necessary for such planning, financing, construction, acquisition, operation and maintenance. Therefore, the parties hereto agree that, notwithstanding Section 6.10 or any other provision of this Contract, no action by the Renewal Contract Coordinating Committee, the Project Manager or the Operating Agent shall require IPA to act in any manner inconsistent with any such requirements or to refrain from acting as thereby required, and if the Renewal Contract Coordinating Committee, the Project Manager or the Operating Agent shall fail to make recommendations or to act with respect to any matter in connection with which action is required to be taken pursuant to any of the foregoing, IPA shall take such action as is appropriate to assure compliance therewith.

and shutting down each Gas Unit in compliance with the procedures approved by the Renewal Contract Coordinating Committee pursuant to Section 6.2.9.

9.9 **Points of Delivery:** The Point of Delivery of Purchaser's capacity and energy is set forth in Appendix B attached hereto. IPA shall provide for and Purchaser shall take delivery of its capacity and energy at its Point of Delivery. Purchaser is responsible for arranging for transmission of its capacity and energy from such Point of Delivery to its system. A Purchaser may not designate a Point of Delivery under this Contract that is different from its Point of Delivery in the Original Power Sales Contracts.

9.10 **Disposal of Energy:** Nothing herein shall prevent Purchaser from disposing of its energy under this Contract; provided, however, that such disposal shall not affect any of the obligations of Purchaser under this Contract.

9.11 **Procurement of Fuel by Purchaser:** Purchaser may elect to procure its own fuel in accordance with the provisions of the Fuel Management Practices and Procedures for use in the Generation Station for the generation of its Generation Entitlement Share, except that Project Fuel shall be utilized for purposes of providing for the fuel storage for the Project for use by Purchaser and the other Purchasers.

10. TRANSMISSION SYSTEM ENTITLEMENTS:

10.1 **Southern Transmission System Entitlement:** During the Operational Period of the Southern Transmission System, each Purchaser with a Point of Delivery on the Southern Transmission System shall at all times be entitled to schedule, without regard to source or origin and in accordance with the practices and procedures approved by the Renewal Contract Coordinating Committee pursuant to Section 6.2.7, the use of the operating capabilities of the Southern Transmission System. Such entitlement shall constitute a right to capacity in the Southern Transmission System and shall be determined by dividing (i) such Purchaser's Generation Entitlement Share specified in Appendix B to be delivered at its Point of Delivery on the Southern Transmission System, by (ii) the aggregate Generation Entitlement Shares of all Purchasers specified in Appendix B to be delivered at a Point of Delivery on the Southern Transmission System.

10.2 **Northern Transmission System Entitlement:** During the Operational Period of the Northern Transmission System, each Purchaser with a Point of Delivery on the Northern Transmission System shall at all times be entitled to schedule, without regard to source or origin and in accordance with the practices and procedures approved by the Renewal Contract Coordinating Committee pursuant to Section 6.2.7 the use and operating capabilities of the Northern Transmission System. Such entitlement shall constitute a right to capacity in the Northern Transmission System and shall be determined by dividing (i) such Purchaser's Generation Entitlement Share specified in Appendix B to be delivered at its Point of Delivery on the Northern Transmission System by (ii) the sum of the aggregate Generation Entitlement Shares of all Purchasers specified in Appendix B to be delivered at Points of Delivery on the Northern Transmission System. For the avoidance of doubt, a Purchaser with a Point of Delivery on the Northern Transmission System shall be entitled to schedule, from time to time, on the segment of the Northern Transmission System that connects the Generation Station to

14.4 **Certification upon Completion:** On and after the Transition Date, as soon as practicable after the completion of an Ordinary Capital Improvement or a Major Capital Improvement, IPA shall cause the Operating Agent or Project Manager, as applicable, to submit a certification to the Renewal Contract Coordinating Committee stating (a) that such Capital Improvement has been completed in accordance with the plans and specifications applicable thereto and in accordance with this Contract and the Construction Management and Operating Agreement, (b) the date of such completion and (c) the amount, if any, required for the payment of any remaining part of the cost of such Capital Improvement.

14.5 **Project Component:** Each Capital Improvement shall constitute a part of the Project Component to which it relates as shall be provided by the Renewal Contract Coordinating Committee in connection with its approval of such Capital Improvement.

14.6 **Alternative Repowering:** As of the date of the approval of an Alternative Repowering, if any, by IPA, the Coordinating Committee and, in accordance with Section 6.1.10.2 of this Contract, the Renewal Contract Coordinating Committee, (a) as used in this Contract, the term "Gas Repowering" shall mean such Alternative Repowering. (b) such Alternative Repowering shall constitute the source for electric generation for the Project. (c) such Alternative Repowering shall replace any prior plan for repowering the Project. (d) such Alternative Repowering shall constitute a Capital Improvement determined to be necessary or desirable by the Original Coordinating Committee and the Renewal Contract Coordinating Committee and (e) without the need for consent of Purchaser (other than the affirmation, if any, of Purchaser's representative that may be necessary for the Original Coordinating Committee or the Renewal Contract Coordinating Committee to take action to approve the revising of this Contract as described in the remainder of this Section 14.6), this Contract shall be revised to the extent determined by IPA, the Coordinating Committee and the Renewal Contract Coordinating Committee (simultaneous with or prior to the approval of such Alternative Repowering) to be necessary to describe such Alternative Repowering as the source or sources of electric generation for the Project.

15. PROJECT INDEBTEDNESS:

15.1 **Project Indebtedness Issued Prior to Transition Date:** The following provisions shall apply with respect to the incurrence by IPA of Project Indebtedness prior to the Transition Date:

15.1.1 IPA shall not be required to obtain any approval or consent of the Renewal Contract Coordinating Committee or the Purchasers to incur any Project Indebtedness that is not Transition Project Indebtedness.

15.1.2 If, prior to the Transition Date, IPA issues or incurs any Transition Project Indebtedness, IPA shall obtain the prior approval of the Renewal Contract Coordinating Committee for the incurrence of such Transition Project Indebtedness; provided, however, that no such prior approval shall be required if either (A) (i) such Transition Project Indebtedness is being issued or incurred to finance the Gas Repowering, including any modification thereof or addition thereto, or an Essential Capital Improvement; (ii) such Transition Project Indebtedness shall have Substantially Equal Debt Service for each Fiscal Year

whatsoever to the output, capacity, energy or use of such Project Component; and (c) except as specifically provided in Section 23.9, neither Purchaser nor any of the other Purchasers shall have any further duties or obligations to IPA under their respective Renewal Power Sales Contracts with respect to such Project Component.

23.8 **Treatment of Auxiliary Facilities:** Notwithstanding anything in this Section 23 to the contrary, the retirement of any Project Component shall not result in the retirement or removal from service of any facilities or portion of such Project Component that constitute Auxiliary Facilities with respect to any other Project Component as to which the Operational Period has not ended or with respect to any Additional Non-Project Facilities. Upon the Permanent Removal From Service Date of any Project Component, the facilities or portion of such Project Component that constitute Auxiliary Facilities with respect to any other Project Component or Project Components as to which the Operational Period has not ended shall become part of such other Project Component or Project Components.

23.9 **Retirement of Project Component:** The following provisions shall apply with respect to each Project Component as to which the Permanent Removal From Service Date has occurred, excluding a Project Component, or any portion thereof, that constitutes an IPA Retained Facility:

23.9.1 IPA shall make reasonable commercial efforts to: (i) sell or otherwise dispose of the marketable property and rights constituting a portion of the Project Component, upon terms and conditions that are economically favorable to IPA and consistent with Prudent Utility Practice; (ii) render such Project Component in a condition that complies with all then applicable laws and all contractual obligations of IPA with respect thereto; (iii) dismantle and remove such Project Component thereof so as to restore the area impacted thereby; (iv) render such Project Component in a condition that, in IPA's reasonable discretion, is secure, safe, sanitary and sightly; and ~~(v)~~ insure or otherwise protect IPA from claims and liabilities that may arise with respect to such Project Component. The actions described in this Section 23.9.1 are referred to in this Contract as the "Retirement Actions" with respect to such Project Component.

23.9.2 IPA shall apply the amounts on deposit in the account in the Retirement Reserve Fund relating to such Project Component to pay the Retirement Costs with respect thereto.

23.9.3 Notwithstanding that the Operational Period with respect to any Project Component (other than an IPA Retained Facility) shall have ended, and notwithstanding anything in this Contract to the contrary, if, at any time or from time to time, IPA incurs Retirement Costs in connection with the Retirement Actions relating to such Project Component in excess of the amount on deposit in the account for such Project Component within the Retirement Reserve Fund and any amounts in the then current Annual Budget for the payment of Retirement Costs for such Project Component (the amount of such excess being referred to as the "Retirement Cost Deficiency"), there shall be provided in the Annual Budget (in addition to any such amounts in the then current Annual Budget), or an amendment thereto, for the Power Supply Year in which such Retirement Cost Deficiency is incurred or expected to be incurred, as Monthly Power Costs with respect to such Project Component, the amount of such Retirement

24.1.6.4 IPA and the Renewal Contract Coordinating Committee shall use their reasonable efforts to determine the form of the Section 39 Facilities Agreement, including the necessary parties thereto.

24.1.6.5 Although the final form and substance of the Section 39 Facilities Agreement shall be subject to the approval of the Renewal Contract Coordinating Committee, one or more Purchasers may be designated by the Renewal Contract Coordinating Committee to act on its behalf in negotiations with IPA and may make recommendations to the Renewal Contract Coordinating Committee regarding the terms and provisions of the Section 39 Facilities Agreement, and the Renewal Contract Coordinating Committee may determine to authorize such Purchaser or Purchasers to enter into the Section 39 Facilities Agreement on behalf of and for the benefit of the Purchasers.

24.2 **Valuation of Project Water Rights:** In determining the Retirement Salvage Proceeds of Project Water Rights allocable to a Project Component pursuant to Section 23.3 as to which IPA makes an election under Section 24.1, IPA shall issue a request for proposals to water users within the basin or watershed to which such water rights relate for the purchase or other acquisition of such water rights. Such request for proposals shall state that IPA is not obligated to sell or otherwise dispose of such Project Water Rights, but rather, may elect to do so based upon the purchase or other acquisition proposals submitted in respect thereto. For purposes of this Contract, the Retirement Salvage Proceeds of any such Project Water Rights shall be deemed to be the cash amount of the highest bona fide bid therefor submitted in response to such request for proposals and such amount shall constitute the Retirement Salvage Proceeds for purposes of Sections 23.4 and 23.5 with respect to such Project Component, notwithstanding any provision thereof to the contrary. In order to constitute a bona fide bid, a bid must be a firm, cash bid, legally binding and subject only to reasonable title assurances to the buyer, and submitted by a party that is reasonably able to pay the amount so bid.

25. **TERM OF CONTRACT:**

25.1 **Term:** The term of this Contract shall begin on the Effective Date and, unless this Contract is terminated earlier as provided in Section ~~1717.31~~ or ~~31.42~~, the term of this Contract shall end on the Renewal Contract Final Termination Date.

25.2 **Regulatory Contract Approvals:** Purchaser and IPA, respectively, shall each obtain any and all required Regulatory Contract Approvals as confirmed by its counsel's legal opinion provided pursuant to Section 25.3. For the avoidance of doubt this Contract shall be void and any and all energy deliveries and any other rights or services under this Contract shall be terminated no later than the effective date of any denial of a required Regulatory Contract Approval, including, without limitation, a decision of the California Energy Commission.

25.3 **Legal Opinions:** Upon the Effective Date and upon the Entitlement Determination Date if different than the Effective Date, (a) Purchaser shall provide to IPA a

for the Second Round Offer to each of the Utah Committed Original Purchasers provide that (i) the Utah Committed Original Purchasers shall have the right to ~~enter into~~provide to IPA a Utah Orphan Entitlement Allocation ~~Agreement~~Document within 45 days following the date on which IPA provides its Offer Letter for the Second Round Offer, and (ii) if the Utah Committed Original Purchasers fail to ~~enter into~~provide to IPA a Utah Orphan Entitlement Allocation ~~Agreement~~Document as provided in (i) above, such remaining Utah Orphan Purchaser Entitlements shall then be offered to each of the Utah Committed Original Purchasers in proportion to their respective Subscription Generation Entitlement Shares (as a fraction of the Subscription Generation Entitlement Shares for all Utah Committed Original Purchasers) as then set forth in Appendix B of their respective Renewal Power Sales Contracts; and

26.3.1.2 If, as of the First Round Offer Acceptance Date, any remaining Orphan Original Purchaser Entitlements consist of California Orphan Original Purchaser Entitlements, then, IPA shall pursuant to its Offer Letter for the Second Round Offer to each of the California Committed Original Purchasers provide that (i) the California Committed Original Purchasers shall have the right to ~~enter into~~provide to IPA a California Orphan Entitlement Allocation ~~Agreement~~Document within 45 days following the date on which IPA provides its Offer Letter for the Second Round Offer, and (ii) if the California Committed Original Purchasers fail to ~~enter into~~provide to IPA a California Orphan Entitlement Allocation ~~Agreement~~Document as provided in (i) above, such remaining California Orphan Purchaser Entitlements shall then be offered to each of the California Committed Original Purchasers in proportion to their respective Subscription Generation Entitlement Shares (as a fraction of the Subscription Generation Entitlement Shares for all California Committed Original Purchasers) as then set forth in Appendix B of their respective Renewal Power Sales Contracts.

26.3.2 If, as of the Second Round Offer Acceptance Date, the Offer Acceptances by the Utah Committed Original Purchasers and the California Committed Original Purchasers, respectively, do not permit compliance with Section 26.3.3 or Section 26.3.4, Purchaser's and such other Committed Original Purchasers' Subscription Generation Cost Shares and Subscription Generation Entitlement Shares shall be increased by IPA pursuant to any such Offer Acceptances of the Second Round Offer and their respective Transmission Cost Shares shall be adjusted, if necessary, to reflect such increases, and IPA shall provide Purchasers with a replacement Appendix A for Purchaser's Renewal Power Sales Contract which shall set forth the Generation Cost Shares of Purchaser and such other Committed Original Purchasers (all as increased as provided above) and their applicable Transmission Cost Shares and a replacement Appendix B for Purchaser's Renewal Power Sales Contract which shall set forth the Generation Entitlement Shares of Purchaser and such other Committed Original Purchasers (all as increased as provided above) and their applicable Points of Delivery. Upon the receipt by Purchaser and IPA of any and all required Regulatory Contract Approvals and upon IPA and Purchaser furnishing, each to the other, the required legal opinions pursuant to Section 25.3, such Renewal

31.2 **Restrictions on Termination and Amendment:** None of the Renewal Power Sales Contracts may be terminated as to any one or more of the Purchasers or be amended as to any one or more of the Purchasers so as to provide terms and conditions materially different from those herein contained, except, subject to the provisions of Section 31.1 and consistent with each Bond Resolution, upon written notice to and written consent or waiver by each of the other Purchasers and upon a substantially similar amendment being made to the Renewal Power Sales Contract of any other Purchaser requesting such amendment after receipt by such Purchaser of notice of such amendment.

31.3 **Termination:**

31.3.1 Notwithstanding anything in this Contract to the contrary:

31.3.1.1 ~~31.3.1~~ This Contract shall be automatically terminated if on or prior to the Final Offer Acceptance Date, IPA has not entered into Renewal Power Sales Contracts with Purchasers that have entered into Offer Acceptances as to at least eight-five percent (85%) of the aggregate Original Purchaser Entitlements and associated transmission entitlements and the Entitlement Determination Date shall not have occurred as provided by the applicable provisions of Section 26.

31.3.1.2 ~~31.3.2~~ This Contract shall be automatically terminated, without any action required to be taken by either IPA or the Purchaser, if, as provided in Section 45.1 of the Original Power Sales Contracts as added by the Second Amendatory Power Sales Contracts, the Gas Repowering shall not be undertaken.

31.3.2 Upon termination of this Contract, neither Purchaser nor IPA shall have any further obligation under this Contract (including, without limitation, with respect to Retirement Costs) from and after the effectiveness of such termination but such termination shall not release either IPA or Purchaser, respectively, from any of such party's obligations and liabilities under this Contract that have accrued prior to the effectiveness of such termination.

31.4 **Bond Resolution Changes:** IPA shall not, without the written consent of Purchaser and each of the other Purchasers, amend, modify, supplement or otherwise change any Bond Resolution if such amendment, modification, supplement or change would adversely affect the rights or obligations of Purchaser or the other Purchasers under their respective Renewal Power Sales Contracts; provided that this Section 31.4 shall not limit the power or authority of IPA to supplement any such Bond Resolution in accordance with the terms and provisions of this Contract to provide for the issuance of a series of Debt Instruments for any of the purposes permitted under Section 15.

32. **GOVERNING LAW:** This Contract shall be interpreted, governed by and construed under the laws of the State of Utah.

33. **ARBITRATION:** If a dispute arises between the parties under this Contract that is not resolved by the Renewal Contract Coordinating Committee, the parties to such dispute may submit the dispute to arbitration.

34. **NOTICES:** Notices, demands or requests shall be effected as follows:

34.1 **Manner of Giving of Notice:** Any notice, demand or request provided for in this Contract shall be in writing and shall be deemed properly served, given or made shall be effective if (a) delivered in person; (b) sent by registered or certified mail, postage prepaid; (c) sent by fax to the fax number below; or (d) sent by e-mail to the address indicated below, and to the attention of the person specified below:

34.1.1 Intermountain Power Agency
c/o General Manager
10653 South River Front Parkway, Suite 120
South Jordan, Utah 84095
Phone: (801) 938-1333
Fax: (801) 983-1330
E-mail: jim@ipautah.com

34.1.2 [Name of the Purchaser] NAME OF PURCHASER
[Title of Official to Receive Notice]
[Street Address of the Purchaser]
[City, State Zip Code of Purchaser]
Phone: [() -]
Fax: [() -]
E-mail: []

34.2 **Change of Delivery Information:** By giving written notice to the other party in the manner set forth in Section 34.1, either party to this Contract may, from time to time, change its address, fax number or e-mail address for purposes of this Section 34, and upon such notice being properly given, Section 34.1.1 or 34.1.2, as the case may be, shall be deemed amended to reflect the change.

35. **USE OF PROJECT DOCUMENTS:**

35.1 **Non-Assignable License:** Upon the request of any one or more of the Purchasers, IPA will grant on a non-exclusive basis to such Purchasers or an entity acting on their behalf a non-assignable license to use reproductions of any or all documents, drawings, contracts and systems relating to the Project for use by such Purchaser or Purchasers or such entity in constructing or operating electric generation or transmission facilities at a site designated by such Purchaser, Purchasers or entity; provided, however, that no such license shall be granted if it would adversely affect the eligibility for exemption from Federal income taxes of the interest paid, or to be paid, on any Project Indebtedness.

35.2 **Charge for Reproductions:** IPA shall charge, and such Purchaser, Purchasers or entity shall pay, an amount for such license based on one-half (1/2) of the savings

to such person or entity using such reproductions, as determined by the Renewal Contract Coordinating Committee and IPA, or shall make payment based on such other considerations as shall be acceptable to the Renewal Contract Coordinating Committee and IPA.

36. **INTERCONNECTION AGREEMENTS:** Purchaser hereby agrees that IPA may comply with the requirements of any agreement or arrangement approved by the Original Contract Coordinating Committee or the Renewal Contract Coordinating Committee with respect to furnishing start-up and black start power from the Project. All amounts received by IPA for furnishing such service after the Transition Date shall be applied as a credit against Monthly Power Costs pursuant to the Renewal Power Sales Contracts.

37. **INSURANCE PROVISIONS:** IPA shall take reasonable and prudent steps in the interest and for the protection of all Purchasers to maintain, or cause to be maintained, properly designed and properly underwritten Project property and casualty insurance programs for each Project Component during the Operational Period and for each Capital Improvement during the construction phase thereof and, as determined by IPA, fiduciary liability insurance for directors and officers of IPA. Such insurance programs shall provide the broadest coverage economically feasible. IPA shall make every economically feasible effort to incorporate into the Project such insurance, including without limitation, property insurance program extra-expense and business interruption coverage tied to all perils covered by the property insurance program, automobile liability insurance, insurance against risk of liability under environmental laws and regulations and insurance covering losses resulting from failure or interruption of the Project Fuel supply for the Project.

38. **PAYMENTS-IN-AID OF CONSTRUCTION:**

38.1 **Project Components:** Subject to compliance with the conditions contained in this Section 38:

38.1.1 If and to the extent requested by IPA, any one or more Purchasers or an entity acting on behalf of one or more Purchasers may agree to make payments-in-aid of construction for the Generation Station.

38.1.2 The California Purchasers or an entity acting on their behalf may agree to make payments-in-aid of construction for the Southern Transmission System.

38.1.3 The IntermountainUtah Purchasers or an entity acting on their behalf may agree to make payments-in-aid of construction for the Northern Transmission System.

38.2 **Construction Aid Agreement:** Any payments-in-aid of construction provided for by this Section 38 shall be made in accordance with an agreement entered into between such Purchasers or entity acting on their behalf and IPA (the "Construction Aid Agreement"). The Construction Aid Agreement shall set forth the procedures for the making of such payments, and such other matters relating thereto as shall be consistent with applicable IPA agreements and which shall be agreed to by the parties.

Coordinating Committee, IPA shall use its best efforts to proceed, subject to compliance with the laws of Utah and such applicable IPA agreements, with the development of such expansion or addition. The foregoing procedures may be modified with the approval of IPA and the Renewal Contract Coordinating Committee.

41. **NORTHERN TRANSMISSION SYSTEM TRANSMISSION SERVICE:**

41.1 **Unused Capacity:** Subject to contractual rights with respect to the Northern Transmission System, IPA may schedule the unused capacity of such System for transmission service for other utilities pursuant to procedures prescribed by the Operating Agent.

41.2 **Application of Payments:** All amounts received by IPA after the Transition Date as payments for any such transmission service pursuant to this Section 41 shall be applied as a credit against Monthly Power Costs with respect to the Northern Transmission System pursuant to the Renewal Power Sales Contracts.

42. **RIGHTS OF CERTAIN PURCHASERS TO TERMINATE THEIR RENEWAL POWER SALES CONTRACTS OR REDUCE THEIR GENERATION ENTITLEMENT SHARES:**

42.1 **Termination of Renewal Power Sales Contracts or Reduction of Generation Entitlements.** From and after the Entitlement Determination Date, each of the California Purchasers, other than Los Angeles, shall have the right to terminate its Renewal Power Sales Contract or to reduce its Generation Entitlement Share and its Generation Cost Share, respectively, by an amount not exceeding twenty (20%) percent thereof, effective ~~July~~November 1, ~~2015, 2019~~ by providing written notice to IPA of such termination of its Renewal Power Sales Contract or such reduction of its Generation Entitlement Share and Generation Cost Share, as applicable, at least ninety (90) days prior to ~~July~~November 1, ~~2015, 2019~~. Such a notice by such a California Purchaser with respect to a reduction of its Generation Entitlement Share and Generation Cost Share shall specify the portion thereof (not exceeding twenty (20%) percent thereof) to be reduced. IPA agrees to inform each of the other Purchasers of its receipt of such a notice or notices from each such California Purchaser. Effective on ~~July~~November 1, ~~2015, 2019~~ (i) the Renewal Power Sales Contract of each such California Purchaser providing such notice of the termination thereof shall terminate, and the Generation Entitlement Share and Generation Cost Share of each such California Purchaser providing such notice of reduction thereof shall be reduced (as specified in such notice) under the Renewal Power Sales Contracts; and (ii) except as otherwise provided in Section 42.3, the respective Generation Entitlement Share and Generation Cost Share of each remaining Purchaser (other than any such California Purchaser that provides such notice to IPA) shall be increased to include that portion of the amount of the Terminated and Reduced Entitlements as determined in accordance with the ratio that such remaining Purchaser's Generation Entitlement Share bears to the total of the Generation Entitlement Shares of all such remaining Purchasers.

42.2 **Replacement of Appendices A and B.** In the event of the termination by one or more of the California Purchasers (excluding Los Angeles) of its or their Renewal Power Sales Contracts or the reduction by one or more of such California Purchasers of its or

their Generation Entitlement Shares and Generation Cost Shares, in each case as provided in Section 42.1, IPA, except as otherwise provided in Section 42.3, shall on or prior to ~~July~~November 1, ~~2015~~2019 furnish each of the Purchasers (including Los Angeles) that remains a party to its Renewal Power Sales Contract with replacements of Appendix A and Appendix B of its Renewal Power Sales Contract providing for the following:

42.2.1 The removal from Appendix A and Appendix B of such California Purchaser or California Purchasers that shall have terminated its or their Renewal Power Sales Contracts and the deletion from Appendix A and Appendix B of its or their applicable Cost Shares and Generation Entitlement Shares.

42.2.2 The increase of the Generation Cost Share of each remaining Purchaser under its Renewal Power Sales Contract to include that portion of the amount of the Terminated and Reduced Purchaser Entitlements determined in accordance with the ratio that each such remaining Purchaser's Generation Cost Share set forth in Appendix A bears to the total of the Generation Cost Shares set forth in such Appendix A for all remaining Purchasers.

42.2.3 The increase of the Generation Entitlement Share of each remaining Purchaser under its Renewal Power Sales Contracts to include that portion of the amount of the Terminated and Reduced Purchaser Entitlements determined in accordance with the ratio that each such remaining Purchaser's Generation Entitlement Share set forth in Appendix B bears to the total of the Generation Entitlement Shares set forth in Appendix B for all remaining Purchasers.

42.2.4 The adjustment, if necessary, of the Transmission Cost Share of each such remaining Purchaser to reflect the increase of each such remaining Purchaser's Generation Entitlement Share as provided for under Section 42.2.3.

42.3 **Separate Agreement By Los Angeles.** In the event, however, of the termination by one or more of the California Purchasers (excluding Los Angeles) of its or their Renewal Power Sales Contracts or the reduction by one or more of such California Purchasers of its or their Generation Entitlement Shares and Generation Cost Shares, in each case as provided in Section 42.1 and the separate agreement under the Renewal Power Sales Contracts by Los Angeles prior to ~~July~~November 1, ~~2015~~2019 to increase its Generation Entitlement Share and its Generation Cost Share to include the amount of the Terminated and Reduced Purchaser Entitlements, or any portion thereof, and to the adjustment of its Southern Transmission Cost Share to reflect such increase of its Generation Entitlement Share, then IPA shall furnish each of such remaining Purchasers (including Los Angeles) with replacements of Appendix A and Appendix B of its Renewal Power Sales Contract. In addition to the removal from such replacements of Appendix A and Appendix B of each such California Purchaser or California Purchasers that shall have terminated its or their Renewal Power Sales Contracts and the deletion therefrom of its or their Generation Entitlement Shares and Cost Shares, such replacements of Appendix A and Appendix B shall provide for such increase, as agreed to by Los Angeles, of its Generation Entitlement Share and its Generation Cost Share by the amount of such Terminated and Reduced Purchaser Entitlements, or such portion thereof, and for such adjustment of Los Angeles' Southern Transmission Cost Share to reflect such increase in its Generation Entitlement Share. Any remaining portion of such Terminated and Reduced

Purchaser Entitlements that is not included under such agreement by Los Angeles shall be allocated to such remaining Purchasers, including Los Angeles, in the manner provided in Section 42.2; and IPA shall provide in such replacement Appendix A and replacement Appendix B for such allocation of the remaining Terminated and Reduced Purchaser Entitlements to such remaining Purchasers, including Los Angeles.

42.4 **Reduction of Design Capacity of Gas Units by Terminated and Reduced Purchaser Entitlements.** Except to the extent that Los Angeles shall agree to the allocation to it of the Terminated and Reduced Purchaser Entitlements, or a portion thereof, as provided in Section 42.3, the design capacity of the Gas Units under Section 44.1 of the Original Power Sales Contracts, as added by the Second Amendatory Power Sales Contracts, shall be reduced by that amount of the generating capacity of the terminated and reduced Generation Entitlement Shares included in the Terminated and Reduced Purchaser Entitlements that is not included in any Generation Entitlement Share of Los Angeles as adjusted pursuant to Section 42.3.

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APPENDIX D

FORM OF AGREEMENT FOR SALE OF RENEWAL EXCESS POWER

[[see](#) [See](#) attached]

AGREEMENT FOR SALE OF RENEWAL EXCESS POWER

AMONG

EACH SELLER NAMED HEREIN

and

CALIFORNIA PURCHASERS NAMED HEREIN

and

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, as
Representative of the California Purchasers

and

INTERMOUNTAIN POWER AGENCY

Dated: _____, ~~2013~~201

AGREEMENT FOR SALE OF RENEWAL EXCESS POWER

1. PARTIES. This Agreement made and entered into as of the _____ day of _____, ~~2013~~, 201, among each Seller named on Appendix B hereto (each, a “Seller” and collectively, the “Sellers”), each California Purchaser named on Appendix B hereto (each, a “California Purchaser” and collectively, the “California Purchasers”), the Department of Water and Power of the City of Los Angeles (“LADWP”), as representative of the California Purchasers, and Intermountain Power Agency (“IPA”).
2. RECITALS.
 - 2.1 Each Seller and each of the California Purchasers are purchasers under certain Power Sales Contracts with IPA entered into as of September 28, 1978 (for the Sellers) and August 6, 1980 (for the California Purchasers), as amended, for the purchase of electric power and transmission capacity from the Intermountain Power Project from IPA (the “Original Power Sales Contracts”); and
 - 2.2 Certain of the Sellers and certain of the California Purchasers are parties to the Excess Power Sales Agreement, entered into as of December 1, 1980, as amended, for the purchase by such California Purchasers of certain excess electric capacity and associated energy of the Project from such Sellers during the term of the Original Power Sales Contracts; and
 - 2.3 Each of the Sellers has entered into a Renewal Power Sales Contract, dated as of _____, ~~2013~~, 201, by and between it and IPA (together with substantially similar contracts by IPA with other participants in the Project, the “Renewal Power Sales Contracts”) providing to each Seller a Generation Entitlement Share and entitling such Seller, commencing upon the expiration of the Original Power Sales Contracts, to schedule electric capacity and energy from each generating facility of the Project and to use the operating capabilities of the Northern Transmission System of the Project; and
 - 2.4 Each Seller will determine the amount, if any, of Project electric capacity and associated energy to which it is entitled pursuant to its Renewal Power Sales Contract with IPA that will be in excess of its electric requirements; and
 - 2.5 Each Seller desires to sell, and the California Purchasers desire to purchase, on the terms and conditions set forth in this Agreement any such excess Project electric capacity and associated energy of such Seller under its Renewal Power Sales Contract; and
 - 2.6 Each Seller has further determined that a portion of its Northern Transmission System capacity entitlement will be excess to its needs.

that, as provided in Section 45.1 of the Original Power Sales Contracts as added by the Second Amendatory Power Sales Contracts, dated as of _____, by and among IPA and the purchasers thereunder, the Gas Repowering shall not be undertaken. This Agreement shall constitute a binding obligation of each of the Sellers, IPA, each of the California Purchasers and the Purchasers' Representative from and after the Effective Date in accordance with this Section 20.1.

20.2 Except as provided in Section 20.3 hereof, this Agreement shall terminate as soon after the earlier to occur of the following as all payments required to be made under this Agreement by the California Purchasers through the date of such occurrence have been made:

20.2.1. The last day of the Excess Power Supply Year during which a Complete Outage shall have been in effect for a period longer than 18 Months.

20.2.2. The last day of the end of the six-month period next following the Excess Power Supply Year for which Appendix A sets forth the Total Excess Entitlement Share as zero with respect to both the Summer Season and the Winter Season.

20.3 The provisions of Section 8 hereof shall survive any termination of this Agreement pursuant to Sections 20.2.1 and 20.2.2 hereof, and Section 8 hereof and the provisions of this Agreement related thereto shall terminate only upon the date upon which all Renewal Power Sales Contracts shall terminate.

20.4 Notwithstanding any other provision of this Agreement, in the event that any California Purchaser or California Purchasers (excluding Los Angeles) shall terminate its or their Renewal Power Sales Contracts pursuant to Section 42 of the Renewal Power Sales Contracts, such California Purchaser or California Purchasers, as applicable, shall be removed as a party or as parties, as the case may be, under this Agreement effective ~~July~~November 1, ~~2015~~2019 and shall no longer be entitled to any benefits or subject to any obligations under this Agreement, and the Purchase Percentage of Los Angeles shall be increased by the Purchase Percentage or Purchase Percentages, as applicable, of such California Purchaser or California Purchasers that shall terminate its or their Renewal Power Sales Contracts pursuant to Section 42 thereof.

21. SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless a court holds that the provisions are not separable from all other provisions of this Agreement.

22. PERFORMANCE BY IPA. IPA provides such services, takes such actions and performs its other obligations under this Agreement as part of its duties and responsibilities under

IN WITNESS WHEREOF, the Parties have duly caused this Second Amendatory Power Sales Contract to be executed on their respective behalves.

INTERMOUNTAIN POWER AGENCY,
a political subdivision of the State of Utah

By: _____

Its: _____

PAROWAN CITY CORPORATION
(also known as CITY OF PAROWAN)

By: _____

Its: _____

- Departments with five (5) or more employees, overtime pay would apply for over one hundred seventy one (171) hours worked in a work period consisting of twenty eight (28) consecutive days and shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee. Following this requirement, overtime pay would apply for over eighty six (86) hours worked in a work period consisting of fourteen (14) consecutive days and for over forty three (43) hours worked in a work period consisting of seven (7) consecutive days (see Sample # 32 for details).
- B. For employees engaged in Fire Protection public safety activities in Departments with five (5) or more employees, overtime pay would apply for over two hundred twelve (212) hours worked in a work period consisting of twenty eight (28) consecutive days and shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee. Following this requirement, overtime pay would apply for over one hundred six (106) hours worked in a work period consisting of fourteen (14) consecutive days and for over fifty three (53) hours worked in a work period consisting of seven (7) consecutive days (see Sample # 32 for details).
- C. For employees engaged in public safety activities, such as Law Enforcement or Fire Protection Departments, with less than five (5) employees; the FLSA does not apply and, therefore, overtime pay shall not be paid for any hours worked in any work period.
- D. For employees not engaged in public safety activities; overtime pay would apply for over forty (40) hours worked in a work week, and shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee.
- E. For employees not engaged in public safety activities; if a holiday, vacation, or sick day falls within a work week, the employee must work forty (40) hours over and above these hours before overtime must be paid. If an employee works on a holiday because of an emergency situation, they will:
- (1) Receive regular straight-time pay for the time worked, plus holiday pay.
 - (2) Or, with approval of the employee's supervisor, be allowed to take the holiday off at a later date.
- F. Overtime shall be approved by the employee's supervisor in writing before worked, except for public safety activities, such as Law Enforcement Officers and Firefighters or other unforeseen emergency circumstances. Overtime shall be authorized for personnel only when absolutely necessary to provide required services. Violation of this policy may result in disciplinary action, up to and including termination.

- (1) Public safety activities, such as Law Enforcement Officers and Firefighters, may work overtime without prior authorization only in emergency situations.
- (2) Public safety activities, such as Law Enforcement Officers and Firefighters, who work overtime in emergency situations shall notify the Police/Fire Chief as soon as possible with the overtime worked.

11. TIME SHEETS.

- A. Employees will complete and sign, as verification of accuracy, an Employee Time Sheet (see Sample # 33 for details) showing all hours worked, including overtime, and submit the time sheet to the employee's supervisor for examination and filing. Supervisors shall also sign the timesheet of each employee indicating that each time sheet has been reviewed and approved.

ELECTED OFFICIAL COMPENSATION

- A. All elected officials shall be compensated in the following manner:

1. All Elected Officials will be offered Health Insurance at the same rate as city employees, covering all family members with self-contribution rates the same as city employees. Any Elected Official that is already covered under another health plan can deny Parowan City health coverage and receive one half the appropriate premium in additional compensation.
2. Parowan City Mayor will receive compensation at the rate of \$2400/year. All Parowan City Councilpersons will receive compensation at \$1700/year.
3. Parowan City will compensate all Elected Officials for any and all travel for city business.
4. Parowan City will pay for a spouse or significant other to attend the Utah League of Cities and Towns Annual Fall Conference each year.