



**EPHRAIM CITY COUNCIL
WORK MEETING AGENDA
Council Chambers – Ephraim City Hall
5 South Main, Ephraim, Utah
Wednesday, November 7, 2018
5:30 PM**

CALL TO ORDER

ROLL CALL

I. DISCUSSION AGENDA

A. Agenda Review

ADJOURNMENT

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder / Authorized Agent, does hereby certify that the above notice and agenda was posted this 6th day of November, 2018. A copy was also provided to the local media and posted on the Utah State website.

LEIGH ANN WARNOCK
EPHRAIM CITY RECORDER



**EPHRAIM CITY COUNCIL
REGULAR MEETING AGENDA
Council Chambers – Ephraim City Hall
5 South Main, Ephraim, Utah
Wednesday, November 7, 2018
6:00 PM**

CALL TO ORDER

OPENING CEREMONY

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

ROLL CALL

PUBLIC COMMENT

Members of the public may address the City Council on matters not listed on the agenda. Those interested should fill out a public comments form to be given to the Mayor prior to the meeting. Each individual will have five minutes to address the Council and may submit documents outlining their issue. The Council cannot take legal action on public comment at this time. At the conclusion of each public comment, the Council may respond to criticism made by those who have addressed them, may ask staff to review a matter or may ask that a matter be placed on a future agenda. All City Council meetings are recorded.

I. PRESENTATIONS

A. ICMA HANSELL AWARD RECOGNITION PRESENTED TO EPHRAIM CITY MANAGER, BRANT HANSON.

B. Introduction and Swearing in of the Youth City Council.

II. MOTION AGENDA**PAGE****A. Approval of Warrant Register**

1. Approval of the November 6, 2018 Warrant Register.

5**B. Approval of the Minutes of the following City Council Meetings:**

1. October 17, 2018 Work Meeting Minutes
2. October 17, 2018 Regular Council Meeting Minutes

19**21****C. Cancellation of the Regularly Scheduled November 21, 2018 Meeting**

Due to its proximity to the Thanksgiving holiday, the regularly scheduled November 21, 2018 Council Meeting will be canceled. The next regular meeting will be held on December 5, 2018, at 6:00 p.m.

III. RESOLUTION AGENDA**A. EPHRAIM CITY RESOLUTION 18-22: PARAMETERS RESOLUTION****25**

ECR 18-22: Consideration for and adoption of Parameters Resolution authorizing the issuance of not to exceed \$500,000 in Parity Water Revenue Bonds of Ephraim City and calling of a public hearing to receive input with respect to the issuance of such Bonds, and any potential impact to the private sector from the construction of the Project. (Brant Hanson)

IV. APPOINTMENTS AND COUNCIL REPORTS

Discussion and possible action on the following items:

A. Appointments**B. Council Reports**

1. City Council may report on meetings/events attended and issues discussed in meetings/events attended by a Councilmember in their official capacity as the City's representative.
2. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.
3. City Council report of upcoming meetings.
4. City Council request for agenda items to be placed on future Council Meeting agendas.

V. DEPARTMENT REPORTS

Department Heads and Administration have an opportunity to report.

VI. CLOSED SESSION

The Council may vote to discuss certain matters in Closed Session pursuant to Utah Code annotated 52-4-5 and will determine if any action should be taken from items discussed during the Closed Session at that time.

ADJOURNMENT

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

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CERTIFICATE OF POSTING

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LEIGH ANN WARNOCK,
EPHRAIM CITY RECORDER

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
AAGARD, JUSTIN							
11587	AAGARD, JUSTIN	3	MONTHLY CELL PHONE	11/01/2018	35.00	.00	
Total AAGARD, JUSTIN:					35.00	.00	
ADAMS, CELESTE							
14671	ADAMS, CELESTE	1810	COURT-PROF SERV-INTERPRE	10/15/2018	35.00	.00	
Total ADAMS, CELESTE:					35.00	.00	
ADVANCED TECHNOLOGY SERVICE, INC.							
14921	ADVANCED TECHNOLOGY SER	1800357100	POWER-PRO SERV-ENGLAND-	10/17/2018	1,129.70	.00	
Total ADVANCED TECHNOLOGY SERVICE, INC.:					1,129.70	.00	
ALSCO							
325	ALSCO	2122893	LIBRARY-MATS-OCT	10/15/2018	57.00	.00	
325	ALSCO	2125556	GEN GOVT-CITY HALL MATS	10/22/2018	42.40	.00	
325	ALSCO	2130856	GEN GOVT-CITY HALL MATS	11/05/2018	42.40	.00	
Total ALSCO:					141.80	.00	
AMERICAN PUBLIC POWER ASSOC.							
465	AMERICAN PUBLIC POWER AS	319852	POWER-OFF SUPP-SAFETY MA	10/16/2018	153.70	.00	
Total AMERICAN PUBLIC POWER ASSOC.:					153.70	.00	
ANDERSON DRUG & FLORAL							
355	ANDERSON DRUG & FLORAL	1810A	LEGISLATIVE-FLOWERS-SQUIR	11/03/2018	125.00	.00	
355	ANDERSON DRUG & FLORAL	1810B	LIBRARY- BOOKS	11/03/2018	70.50	.00	
Total ANDERSON DRUG & FLORAL:					195.50	.00	
ANDERSON, ANDREA							
380	ANDERSON, ANDREA	1810	COURT-MEALS-CLERK'S CONF-	10/17/2018	55.00	55.00	10/17/2018
Total ANDERSON, ANDREA:					55.00	55.00	
ANDERSON, WYATT							
13599	ANDERSON, WYATT	1810	POWER-MEALS-IPSA HOTLINE	10/18/2018	170.00	170.00	10/18/2018
13599	ANDERSON, WYATT	73	CELL PHONE REIMB	11/01/2018	35.00	.00	
Total ANDERSON, WYATT:					205.00	170.00	
ANYWHERE COMMUNICATIONS LLC							
12974	ANYWHERE COMMUNICATION	EPH93	GEN GOVT-BACK UP SYSTEM-	10/17/2018	88.89	.00	
Total ANYWHERE COMMUNICATIONS LLC:					88.89	.00	
BAKER & TAYLOR							
14658	BAKER & TAYLOR	4012339734	LIBRARY-BOOKS, MAGAZINES,	10/02/2018	128.10	.00	
14658	BAKER & TAYLOR	4012345525	LIBRARY-BOOKS, MAGAZINES,	10/09/2018	107.92	.00	
14658	BAKER & TAYLOR	4012351868	LIBRARY-BOOKS, MAGAZINES,	10/16/2018	72.46	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BAKER & TAYLOR:					308.48	.00	
BLINDMASTERS							
945	BLINDMASTERS	940682	GEN GOVT BLDGS-BLIND CLEA	10/31/2018	930.00	.00	
Total BLINDMASTERS:					930.00	.00	
BLUE360 MEDIA, LLC							
15074	BLUE360 MEDIA, LLC	INV-30591	POLICE-TRAINING-CRIMINAL/T	09/26/2018	55.25	.00	
Total BLUE360 MEDIA, LLC:					55.25	.00	
BRANDT, STEPHEN C							
14675	BRANDT, STEPHEN C	18	CELL PHONE REIMB	11/01/2018	35.00	.00	
Total BRANDT, STEPHEN C:					35.00	.00	
BROOMHEAD, AARON							
14898	BROOMHEAD, AARON	11	CELL PHONE REIMBURSEMEN	11/01/2018	35.00	.00	
Total BROOMHEAD, AARON:					35.00	.00	
BSN SPORTS							
13580	BSN SPORTS	903381255	REC-FOOTBALL-PYLONS	10/18/2018	301.79	.00	
Total BSN SPORTS:					301.79	.00	
CAPPER'S FARMER							
14842	CAPPER'S FARMER	1810	LIBRARY-BOOKS, PERIODICAL	10/26/2018	19.95	.00	
Total CAPPER'S FARMER:					19.95	.00	
CARVER, KERRY							
1350	CARVER, KERRY	1810	STREETS-TRAINING-CDL	10/16/2018	63.00	.00	
1350	CARVER, KERRY	90511	REIMB FOR CELL PHONE	11/01/2018	35.00	.00	
Total CARVER, KERRY:					98.00	.00	
CASELLE, INC							
1365	CASELLE, INC	91034	GEN GOVT-SOFT SUPP-DEC	11/01/2018	1,216.00	.00	
Total CASELLE, INC:					1,216.00	.00	
CASTRO, ENRIQUE C.							
13198	CASTRO, ENRIQUE C.	86	REIMB FOR CELL PHONE USE	11/01/2018	35.00	.00	
Total CASTRO, ENRIQUE C.:					35.00	.00	
CHAD WOOLLEY, ATTORNEY AT LAW							
1495	CHAD WOOLLEY, ATTORNEY AT	152423	COURT-PROSECUTOR DUTIES-	11/01/2018	1,500.00	.00	
Total CHAD WOOLLEY, ATTORNEY AT LAW:					1,500.00	.00	
CHRISTENSEN, LARRY J							
15072	CHRISTENSEN, LARRY J	1810	STREETS-REIMB APPROVED SI	10/16/2018	424.80	424.80	10/16/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CHRISTENSEN, LARRY J:					424.80	424.80	
CO BUILDING SYSTEMS							
1200	CO BUILDING SYSTEMS	13556	CEMETERY-BLDG SUPP & MAIN	10/10/2018	656.62	.00	
1200	CO BUILDING SYSTEMS	13653	PARKS-BLDG MAINT-CANYON V	10/19/2018	369.99	.00	
1200	CO BUILDING SYSTEMS	13654	CEMETERY-BLDG SUPP & MAIN	10/19/2018	36.92	.00	
Total CO BUILDING SYSTEMS:					1,063.53	.00	
CODALE ELECTRIC SUPPLY, INC							
1715	CODALE ELECTRIC SUPPLY, IN	S6509705.001	POWER-DEPT SUPP-PAINT	10/05/2018	123.84	.00	
1715	CODALE ELECTRIC SUPPLY, IN	S6518916.001	POWER-DEPT SUPP-CROSS A	10/18/2018	1,119.25	.00	
1715	CODALE ELECTRIC SUPPLY, IN	S6522186.001	POWER-DEPT SUPP	10/17/2018	654.00	.00	
1715	CODALE ELECTRIC SUPPLY, IN	S6523417.001	POWER-DEPT SUPP-TRANSFO	10/23/2018	2,165.00	.00	
1715	CODALE ELECTRIC SUPPLY, IN	S6534559.001	POWER-DEPT SUPP	10/30/2018	126.00	.00	
Total CODALE ELECTRIC SUPPLY, INC:					4,188.09	.00	
COUNCIL ON AGING							
1880	COUNCIL ON AGING	93126	MONTHLY DONATION	11/01/2018	625.00	.00	
Total COUNCIL ON AGING:					625.00	.00	
CRAGUN, STEVEN D							
1930	CRAGUN, STEVEN D	16	REIMBCEMENT FOR CELL PHO	11/01/2018	35.00	.00	
1930	CRAGUN, STEVEN D	1811	POLICE-MEALS-PERF,ACCOUN	11/02/2018	140.00	.00	
Total CRAGUN, STEVEN D:					175.00	.00	
CREATIVE CULTURE INSIGNIA, LLC							
15035	CREATIVE CULTURE INSIGNIA,	7685	POLICE-UNIFORM-PATCHES	10/22/2018	72.00	.00	
Total CREATIVE CULTURE INSIGNIA, LLC:					72.00	.00	
DANIELS, CORY							
2075	DANIELS, CORY	40224	REIMB FOR CELL PHONE	11/01/2018	35.00	.00	
Total DANIELS, CORY:					35.00	.00	
DATA CENTER LLC, THE							
12498	DATA CENTER LLC, THE	1811	ADMIN-POSTAGE-NOV	11/02/2018	700.00	.00	
12498	DATA CENTER LLC, THE	44408	FINANCE-PRINTING-OCT	10/31/2018	606.87	.00	
Total DATA CENTER LLC, THE:					1,306.87	.00	
DELL MARKETING L.P.							
2194	DELL MARKETING L.P.	10272776597	GEN GOVT-COMP HDWR-MONI	10/17/2018	349.58	.00	
Total DELL MARKETING L.P.:					349.58	.00	
DOMINION ENERGY							
6745	DOMINION ENERGY	1810	GEN GOV-GAS	10/22/2018	234.72	.00	
6745	DOMINION ENERGY	1810	FIRE-GAS	10/22/2018	62.18	.00	
6745	DOMINION ENERGY	1810	STREETS-GAS	10/22/2018	61.67	.00	
6745	DOMINION ENERGY	1810	WATER- GAS	10/22/2018	61.67	.00	
6745	DOMINION ENERGY	1810	SEWER- GAS	10/22/2018	61.67	.00	
6745	DOMINION ENERGY	1810	POWER-GAS	10/22/2018	146.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DOMINION ENERGY:					628.76	.00	
EPHRAIM AUTO PARTS-NAPA							
2660	EPHRAIM AUTO PARTS-NAPA	1811A	STREETS-AUTO PARTS	11/05/2018	167.63	.00	
2660	EPHRAIM AUTO PARTS-NAPA	1811A	WATER-AUTO PARTS	11/05/2018	167.63	.00	
2660	EPHRAIM AUTO PARTS-NAPA	1811A	SEWER-AUTO PARTS	11/05/2018	167.63	.00	
2660	EPHRAIM AUTO PARTS-NAPA	1811A	POWER-AUTO PARTS	11/05/2018	251.44	.00	
2660	EPHRAIM AUTO PARTS-NAPA	1811A	POLICE-AUTO PARTS	11/05/2018	83.81	.00	
2660	EPHRAIM AUTO PARTS-NAPA	1811A	POLICE-ANIMAL CONTROL-AUT	11/05/2018	5.99	.00	
Total EPHRAIM AUTO PARTS-NAPA:					844.13	.00	
EPHRAIM CITY CORP.							
2670	EPHRAIM CITY CORP.	1810A	UTIL-AIRPORT-AWOS-6312001	11/01/2018	8.45	.00	
2670	EPHRAIM CITY CORP.	1810B	UTIL-AIRPORT-N HANGAR-5228	11/01/2018	24.80	.00	
2670	EPHRAIM CITY CORP.	1810C	UTIL-AIRPORT-SO-5226001	11/01/2018	66.72	.00	
2670	EPHRAIM CITY CORP.	1810D	UTIL-AIRPORT-LOUNGE-522400	11/01/2018	60.50	.00	
2670	EPHRAIM CITY CORP.	1810E	ECHA-UTILITIES-HC # 6	11/01/2018	29.50	.00	
2670	EPHRAIM CITY CORP.	1810F	ECHA-UTILITIES-HC # 9	11/01/2018	29.50	.00	
Total EPHRAIM CITY CORP.:					219.47	.00	
EUREKA ROOFING, LLC							
15077	EUREKA ROOFING, LLC	1060	GEN GOVT-BLDG SUPP & MAIN	11/02/2018	800.00	.00	
Total EUREKA ROOFING, LLC:					800.00	.00	
FERGUSON GROUP, THE							
14298	FERGUSON GROUP, THE	0918575	ADMIN-PROF SERV	09/30/2018	4,347.48	.00	
Total FERGUSON GROUP, THE:					4,347.48	.00	
GARDNER MEDIA, LLC							
3065	GARDNER MEDIA, LLC	09-1966	LIBRARY-BOOKS	09/29/2018	64.15	.00	
Total GARDNER MEDIA, LLC:					64.15	.00	
GENEVA ROCK PRODUCTS, INC.							
14126	GENEVA ROCK PRODUCTS, IN	1810	WATER-BULK WATER DEP REF	10/23/2018	400.00	.00	
Total GENEVA ROCK PRODUCTS, INC.:					400.00	.00	
GOV'T FINANCE OFFICERS ASSOC.							
3217	GOV'T FINANCE OFFICERS AS	1810	ADMIN-MEMBRSH-HANSON-3	09/17/2018	170.00	.00	
Total GOV'T FINANCE OFFICERS ASSOC.:					170.00	.00	
GRIT-OGDEN PUBLICATIONS							
14838	GRIT-OGDEN PUBLICATIONS	1810	LIBRARY-BOOKS, PERIODICAL	10/26/2018	22.95	.00	
Total GRIT-OGDEN PUBLICATIONS:					22.95	.00	
GRYFFYN ENTERPRISES							
14256	GRYFFYN ENTERPRISES	2963	ECHA-PROF SERV-SIGNS	05/24/2018	145.00	.00	
14256	GRYFFYN ENTERPRISES	3371	FINANCE-SERVICE PLAQUES-	10/15/2018	24.00	.00	
14256	GRYFFYN ENTERPRISES	3371	STREETS-SERVICE PLAQUES-J	10/15/2018	12.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GRYFFYN ENTERPRISES:					181.00	.00	
HAMILTON ASSOCIATES							
12655	HAMILTON ASSOCIATES	180518-01F	POWER-CAP OUTLAY-METERS	10/30/2018	1,250.68	.00	
Total HAMILTON ASSOCIATES:					1,250.68	.00	
HANSON, BRANT							
14141	HANSON, BRANT	1810	ADMIN-MEALS-UCMA-SLC-FALL	10/16/2018	30.00	30.00	10/16/2018
14141	HANSON, BRANT	1810A	ADMIN-MEALS-ICMA LDRSHP-	10/16/2018	60.00	60.00	10/16/2018
14141	HANSON, BRANT	1810B	ADMIN-MEALS-UT LAND USE-D	10/16/2018	65.00	65.00	10/16/2018
14141	HANSON, BRANT	1810C	ADMIN-MEALS & MILES-UT ALLI	10/16/2018	165.00	165.00	10/16/2018
14141	HANSON, BRANT	1810D	ADMIN-MILES-UAOA	10/16/2018	93.60	93.60	10/16/2018
14141	HANSON, BRANT	1810E	ADMIN-MILES-ULCT ANN CONF	10/16/2018	124.02	124.02	10/16/2018
Total HANSON, BRANT:					537.62	537.62	
HATCH, KENT D							
15051	HATCH, KENT D	3	CELL PHONE REIMB FOR MON	11/01/2018	35.00	.00	
Total HATCH, KENT D:					35.00	.00	
HERMANSEN'S COMPANY INC.							
3550	HERMANSEN'S COMPANY INC.	1810	STREETS-EQUIP SUPP & MAIN	11/06/2018	290.88	.00	
3550	HERMANSEN'S COMPANY INC.	1810	WATER-EQUIP SUPPLIES	11/06/2018	290.88	.00	
3550	HERMANSEN'S COMPANY INC.	1810	SEWER-EQUIP SUPP & MAINT	11/06/2018	290.87	.00	
3550	HERMANSEN'S COMPANY INC.	1810	POWER-EQUIP SUPPLIES	11/06/2018	344.69	.00	
3550	HERMANSEN'S COMPANY INC.	1810	FIRE-EQUIP SUPP & MAINT	11/06/2018	32.86	.00	
3550	HERMANSEN'S COMPANY INC.	1810	CEMETERY-EQUIP SUPP & MAI	11/06/2018	30.22	.00	
3550	HERMANSEN'S COMPANY INC.	1810	PARKS-EQUIP SUPP & MAINT	11/06/2018	30.22	.00	
Total HERMANSEN'S COMPANY INC.:					1,310.62	.00	
HEYWOOD, KACIE							
13018	HEYWOOD, KACIE	1810	COURT-MEALS & MILES-CLERK	10/17/2018	286.08	286.08	10/17/2018
Total HEYWOOD, KACIE:					286.08	286.08	
HOUSE OF GLASS							
3695	HOUSE OF GLASS	55683	POLICE-ANIMAL CONTROL-VEH	10/15/2018	20.00	.00	
Total HOUSE OF GLASS:					20.00	.00	
IBS, INC.							
12072	IBS, INC.	685234-1	WATER-EQUIP SUPP & MAINT	10/19/2018	112.29	.00	
12072	IBS, INC.	685237-1	WATER-EQUIP SUPP & MAINT	10/19/2018	443.45	.00	
Total IBS, INC.:					555.74	.00	
INTERMOUNTAIN FARMERS ASSOC							
3910	INTERMOUNTAIN FARMERS AS	1010792073	STREETS-CLOTHING-SWTSHR	10/23/2018	69.99	.00	
3910	INTERMOUNTAIN FARMERS AS	1010822339	POWER-SUBSTATION MAINT	11/01/2018	272.38	.00	
Total INTERMOUNTAIN FARMERS ASSOC:					342.37	.00	
JENSEN, JEFF							
4135	JENSEN, JEFF	43	CELL PHONE REIMBURSEMEN	11/01/2018	35.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total JENSEN, JEFF:					35.00	.00	
JORGENSEN GMC EPHRAIM							
11906	JORGENSEN GMC EPHRAIM	6047312	POWER-EQUIP SUPP & MAINT-	10/09/2018	641.54	.00	
11906	JORGENSEN GMC EPHRAIM	6047384	POWER-EQUIP SUPP & MAINT-	10/18/2018	150.00	.00	
Total JORGENSEN GMC EPHRAIM:					791.54	.00	
KREBS, DEVON							
14834	KREBS, DEVON	15	CELL PHONE REIM	11/01/2018	35.00	.00	
Total KREBS, DEVON:					35.00	.00	
LANDIS+GYR TECHNOLOGIES LLC							
3735	LANDIS+GYR TECHNOLOGIES	90279107	POWER-SAAS MONTHLY FLAT	10/20/2018	750.00	.00	
Total LANDIS+GYR TECHNOLOGIES LLC:					750.00	.00	
LARSEN, JASON							
4665	LARSEN, JASON	90516	REIMB FOR CELL PHONE	11/01/2018	35.00	.00	
Total LARSEN, JASON:					35.00	.00	
LAYTON HOMES, INC.							
12918	LAYTON HOMES, INC.	001466	ECHA-HC LOT #4	11/05/2018	38,122.00	.00	
12918	LAYTON HOMES, INC.	001467	ECHA-HC LOT #5	11/05/2018	37,754.00	.00	
12918	LAYTON HOMES, INC.	001468	ECHA-HC LOT #4-CHANGE ORD	11/05/2018	2,162.00	.00	
12918	LAYTON HOMES, INC.	001469	ECHA-HC LOT #5-CHANGE ORD	11/05/2018	2,162.00	.00	
12918	LAYTON HOMES, INC.	001470	ECHA-HC LOT #6	11/05/2018	12,916.00	.00	
12918	LAYTON HOMES, INC.	001470	ECHA-HC LOT #6-RETAINAGE	11/05/2018	8,099.00-	.00	
12918	LAYTON HOMES, INC.	001471	ECHA-HC LOT #9	11/05/2018	12,916.00	.00	
12918	LAYTON HOMES, INC.	001471	ECHA-HC LOT #9-RETAINAGE	11/05/2018	8,099.00-	.00	
12918	LAYTON HOMES, INC.	001472	ECHA-HC LOT #8	11/05/2018	21,307.00	.00	
12918	LAYTON HOMES, INC.	001473	ECHA-HC LOT #14	11/05/2018	21,307.00	.00	
Total LAYTON HOMES, INC.:					132,448.00	.00	
LES OLSON COMPANY							
4800	LES OLSON COMPANY	EA813567	ADMIN-EQUIP SUPP & MAINT-C	10/15/2018	1.40	.00	
4800	LES OLSON COMPANY	EA813567	COMM DEVT-EQUIP SUPP & MA	10/15/2018	.59	.00	
4800	LES OLSON COMPANY	EA813567	COURT-EQUIP SUPP & MAINT-C	10/15/2018	5.00	.00	
4800	LES OLSON COMPANY	EA813567	FINANCE-EQUIP SUPP & MAINT	10/15/2018	33.10	.00	
4800	LES OLSON COMPANY	EA813567	GEN GOVT-EQUIP SUPP & MAI	10/15/2018	225.13	.00	
4800	LES OLSON COMPANY	EA813567	POLICE-EQUIP SUPP & MAINT-	10/15/2018	36.79	.00	
4800	LES OLSON COMPANY	EA813567	REC-EQUIP SUPP & MAINT-CO	10/15/2018	5.78	.00	
Total LES OLSON COMPANY:					307.79	.00	
LIVINGSTON PHOTOGRAPHY & PRINT							
15073	LIVINGSTON PHOTOGRAPHY &	18965	FIRE-OFF SUPP-BUS CARDS	10/22/2018	69.50	.00	
Total LIVINGSTON PHOTOGRAPHY & PRINT:					69.50	.00	
MANN, JOSH							
14178	MANN, JOSH	1810	POWER-MEALS-IPSA HOTLINE	10/18/2018	170.00	170.00	10/18/2018
14178	MANN, JOSH	47	POWER - CELL PHONE REIMB	11/01/2018	35.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MANN, JOSH:					205.00	170.00	
MANTI CITY CORPORATION							
5135	MANTI CITY CORPORATION	103118-1	REC-FOOTBALL-1/2 COST OF T	10/31/2018	50.70	.00	
Total MANTI CITY CORPORATION:					50.70	.00	
MANTI TELEPHONE COMPANY							
5165	MANTI TELEPHONE COMPANY	1810	GEN GOVT-PHONE	11/01/2018	1,007.60	.00	
5165	MANTI TELEPHONE COMPANY	1810	POWER-PHONE	11/01/2018	197.66	.00	
5165	MANTI TELEPHONE COMPANY	1810	SEWER-PHONE	11/01/2018	91.63	.00	
5165	MANTI TELEPHONE COMPANY	1810	LIBRARY-PHONE	11/01/2018	159.23	.00	
5165	MANTI TELEPHONE COMPANY	1810	FIRE-PHONE	11/01/2018	48.99	.00	
5165	MANTI TELEPHONE COMPANY	1810	POLICE-PHONES	11/01/2018	113.45	.00	
5165	MANTI TELEPHONE COMPANY	1810	AIRPORT-PHONE	11/01/2018	138.62	.00	
Total MANTI TELEPHONE COMPANY:					1,757.18	.00	
MARKET FRESH, INC							
14488	MARKET FRESH, INC	1808	FIRE-DEPT SUPP	08/31/2018	113.92	.00	
Total MARKET FRESH, INC:					113.92	.00	
MARTINEAU, STEVEN							
14223	MARTINEAU, STEVEN	1810	ELECTRIC-UTILITY REFUND	10/18/2018	94.45	.00	
Total MARTINEAU, STEVEN:					94.45	.00	
MARY JANE'S FARM							
14830	MARY JANE'S FARM	1810	LIBRARY-BOOKS, PERIODICAL	10/05/2018	19.95	.00	
Total MARY JANE'S FARM:					19.95	.00	
MASON, MARLIN							
5255	MASON, MARLIN	93129	CONTRACT FOR COMPUTERS	11/01/2018	3,000.00	.00	
Total MASON, MARLIN:					3,000.00	.00	
MICROMARKETING LLC							
5450	MICROMARKETING LLC	741437	LIBRARY-BOOKS	10/11/2018	19.19	.00	
5450	MICROMARKETING LLC	741790	LIBRARY-BOOKS	10/11/2018	307.32	.00	
5450	MICROMARKETING LLC	742090	LIBRARY-BOOKS	10/16/2018	26.99	.00	
5450	MICROMARKETING LLC	742644	LIBRARY-BOOKS	10/15/2018	44.76	.00	
5450	MICROMARKETING LLC	742947	LIBRARY-BOOKS	10/18/2018	293.55	.00	
5450	MICROMARKETING LLC	743076	LIBRARY-BOOKS	10/18/2018	76.49	.00	
5450	MICROMARKETING LLC	743377	LIBRARY-BOOKS	10/23/2018	47.95	.00	
5450	MICROMARKETING LLC	743458	LIBRARY-BOOKS	10/23/2018	111.97	.00	
5450	MICROMARKETING LLC	744371	LIBRARY-BOOKS	10/25/2018	24.00	.00	
5450	MICROMARKETING LLC	744443	LIBRARY-BOOKS	10/25/2018	23.95	.00	
5450	MICROMARKETING LLC	744649	LIBRARY-BOOKS	10/30/2018	53.58	.00	
5450	MICROMARKETING LLC	744764	LIBRARY-BOOKS	10/30/2018	35.99	.00	
Total MICROMARKETING LLC:					1,065.74	.00	
MOTHER EARTH NEWS							
14819	MOTHER EARTH NEWS	1810	LIBRARY-BOOKS, PERIODICAL	10/26/2018	27.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MOTHER EARTH NEWS:					27.00	.00	
MOUNTAINLAND SUPPLY, LLC							
5640	MOUNTAINLAND SUPPLY, LLC	S102836200.0	WATER- DEPARTMENT SUPPLI	10/24/2018	693.87	.00	
5640	MOUNTAINLAND SUPPLY, LLC	S102838673.0	WATER- DEPARTMENT SUPPLI	10/26/2018	670.49	.00	
Total MOUNTAINLAND SUPPLY, LLC:					1,364.36	.00	
OFFICE DEPOT							
5990	OFFICE DEPOT	214448652001	LIBRARY-DEPT SUPP-FILE CABI	10/06/2018	302.88	.00	
5990	OFFICE DEPOT	214661158001	ADMIN-OFF SUPP-FILES,FOLD	10/08/2018	49.29	.00	
5990	OFFICE DEPOT	214679721001	FIN-OFF SUPP-PENS	10/06/2018	7.84	.00	
5990	OFFICE DEPOT	215122426001	FIN-OFF SUPP-PENS	10/09/2018	7.84	.00	
5990	OFFICE DEPOT	215122426001	ADMIN-OFF SUPP-PENS	10/09/2018	3.92	.00	
5990	OFFICE DEPOT	215122506001	COMM DEVT-OFF SUPP-MOUS	10/09/2018	31.37	.00	
5990	OFFICE DEPOT	215154787001	FIN-OFF SUPP-CHAIR MAT	10/11/2018	49.89	.00	
5990	OFFICE DEPOT	216362122001	ADMIN-OFF SUPP-ORGANIZER,	10/10/2018	32.84	.00	
5990	OFFICE DEPOT	217874198001	LIBRARY-DEPT SUPP-FILE CABI	10/16/2018	151.44	.00	
5990	OFFICE DEPOT	219030234001	ADMIN-OFF SUPP-PENS,INK	10/16/2018	23.89	.00	
5990	OFFICE DEPOT	219030234001	FIN-OFF SUPP-PENS	10/16/2018	3.92	.00	
5990	OFFICE DEPOT	219030234001	COMM DEVT-OFF SUPP-PHON	10/16/2018	7.49	.00	
5990	OFFICE DEPOT	219050747001	POWER-OFF SUPP-BINDERS	10/16/2018	51.15	.00	
5990	OFFICE DEPOT	220141454001	FIN-OFF SUPP-DESK SETUP	10/18/2018	36.30	.00	
5990	OFFICE DEPOT	221910618001	ADMIN-OFF SUPP-FLAGS,ORG	10/23/2018	15.54	.00	
5990	OFFICE DEPOT	221910618001	FINANCE-OFF SUPP-ORGANIZ	10/23/2018	5.76	.00	
5990	OFFICE DEPOT	221911067001	ADMIN-OFF SUPP-FLAGS	10/23/2018	3.24	.00	
5990	OFFICE DEPOT	223047959001	ADMIN-OFF SUPP-PEN REFILL	10/25/2018	11.87	.00	
5990	OFFICE DEPOT	223104573001	ADMIN-OFF SUPP-PEN CUP	10/25/2018	3.75	.00	
5990	OFFICE DEPOT	224692775001	ADMIN-OFF SUPP-GLUE STICK	10/30/2018	9.18	.00	
5990	OFFICE DEPOT	224692775001	FIN-OFF SUPP-POST IT FLAGS	10/30/2018	2.29	.00	
Total OFFICE DEPOT:					811.69	.00	
OLSON, TED L.							
6065	OLSON, TED L.	1810	UAMPS & IPA MTGS-OCT	11/01/2018	100.00	.00	
Total OLSON, TED L.:					100.00	.00	
PARRY, CHAD							
6260	PARRY, CHAD	1810	STREETS-MEALS & MILES-S.UT	10/29/2018	274.40	.00	
Total PARRY, CHAD:					274.40	.00	
PAYSON LOCK & KEY							
14637	PAYSON LOCK & KEY	43833	COUNCIL ON AGING-BLDG MAI	10/18/2018	188.55	.00	
Total PAYSON LOCK & KEY:					188.55	.00	
QUEST FINANCIAL SERVICES, INC.							
6740	QUEST FINANCIAL SERVICES, I	1810	FINANCE-CITY ACCOUNTING	10/16/2018	4,095.00	.00	
Total QUEST FINANCIAL SERVICES, INC.:					4,095.00	.00	
RADAR SHOP, THE							
8620	RADAR SHOP, THE	11817	POLICE-EQUIP SUPP & MAINT-L	10/20/2018	391.00	.00	

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Total RADAR SHOP, THE:					391.00	.00	
REVERE HEALTH							
14718	REVERE HEALTH	110303	STREETS-PHYSICAL-K. CARVE	10/02/2018	208.00	.00	
Total REVERE HEALTH:					208.00	.00	
RIGOLI, MATT							
14745	RIGOLI, MATT	1810	COMM EVENTS-TRUNK OR TRE	10/26/2018	25.00	.00	
Total RIGOLI, MATT:					25.00	.00	
ROMERO, LEAH							
13407	ROMERO, LEAH	1810A	COMM DEVT-MEALS & MILES-C	10/24/2018	73.30	73.30	10/24/2018
Total ROMERO, LEAH:					73.30	73.30	
SANPETE COUNTY TREASURER							
12510	SANPETE COUNTY TREASURE	1810A	WATER-PROP TAXES-781	10/17/2018	8.12	.00	
12510	SANPETE COUNTY TREASURE	1810B	WATER-PROP TAXES-6100	10/17/2018	15.47	.00	
12510	SANPETE COUNTY TREASURE	1810C	SEWER-PROP TAXES-5965	10/19/2018	13.82	.00	
12510	SANPETE COUNTY TREASURE	1810D	WATER-PROP TAXES-0952	10/19/2018	8.12	.00	
12510	SANPETE COUNTY TREASURE	1810E	WATER-PROP TAXES-5304	10/19/2018	96.80	.00	
12510	SANPETE COUNTY TREASURE	1810F	WATER-PROP TAXES-5308	10/19/2018	22.65	.00	
12510	SANPETE COUNTY TREASURE	1810G	WATER-PROP TAXES-5311	10/19/2018	20.05	.00	
12510	SANPETE COUNTY TREASURE	1810H	WATER-PROP TAXES-5324	10/19/2018	10.97	.00	
12510	SANPETE COUNTY TREASURE	1810I	WATER-PROP TAXES-5325	10/19/2018	8.30	.00	
12510	SANPETE COUNTY TREASURE	1810J	WATER-PROP TAXES-5328	10/19/2018	7.10	.00	
12510	SANPETE COUNTY TREASURE	1810K	WATER-PROP TAXES-5329	10/19/2018	9.65	.00	
12510	SANPETE COUNTY TREASURE	1810L	WATER-PROP TAXES-5359	10/19/2018	100.39	.00	
12510	SANPETE COUNTY TREASURE	1810M	WATER-PROP TAXES-5361	10/19/2018	45.58	.00	
12510	SANPETE COUNTY TREASURE	1810N	WATER-PROP TAXES-5372	10/19/2018	70.89	.00	
12510	SANPETE COUNTY TREASURE	1810O	WATER-PROP TAXES-5375	10/19/2018	36.25	.00	
12510	SANPETE COUNTY TREASURE	1810P	WATER-PROP TAXES-5378	10/19/2018	165.95	.00	
12510	SANPETE COUNTY TREASURE	1810Q	WATER-PROP TAXES-5308X	10/19/2018	59.46	.00	
12510	SANPETE COUNTY TREASURE	1810R	WATER-PROP TAXES-5321X	10/19/2018	30.57	.00	
12510	SANPETE COUNTY TREASURE	1810S	WATER-PROP TAXES-5372X	10/19/2018	7.10	.00	
Total SANPETE COUNTY TREASURER:					737.24	.00	
SANPETE COUNTY-BUILDING DEPT							
7379	SANPETE COUNTY-BUILDING D	1810A	BLDG INSP-LOT #4	10/16/2018	1,246.70	1,246.70	10/16/2018
7379	SANPETE COUNTY-BUILDING D	1810B	BLDG INSP-LOT #5	10/16/2018	1,234.00	1,234.00	10/16/2018
Total SANPETE COUNTY-BUILDING DEPT:					2,480.70	2,480.70	
SCHINDLER ELEVATOR CORPORATION							
7502	SCHINDLER ELEVATOR CORPO	8104921083	CITY BLDG ELEV MAINT-QUART	11/01/2018	868.50	.00	
Total SCHINDLER ELEVATOR CORPORATION:					868.50	.00	
SCHOLZEN PRODUCTS CO INC							
7505	SCHOLZEN PRODUCTS CO INC	3019673-00	WATER-CYLINDER RENTAL	10/24/2018	48.00	.00	
7505	SCHOLZEN PRODUCTS CO INC	6334544-00	WATER-DEPT SUPP-METERS	10/16/2018	4,408.96	.00	
7505	SCHOLZEN PRODUCTS CO INC	6335833-00	WATER-DEPT SUPP-METERS &	10/25/2018	4,205.56	.00	
7505	SCHOLZEN PRODUCTS CO INC	6336383-00	WATER-DEPT SUPP-PIPE	10/23/2018	727.20	.00	
7505	SCHOLZEN PRODUCTS CO INC	6336854-00	WATER-DEPT SUPP-PIPE JOINT	10/25/2018	1,631.25	.00	

EPHRAIM CITY CORPORATION

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7505	SCHOLZEN PRODUCTS CO INC	6337442-00	WATER-DEPT SUPP-ADAPTERS	10/25/2018	205.14	.00	
Total SCHOLZEN PRODUCTS CO INC:					11,226.11	.00	
SEVIER OFFICE SUPPLY							
7575	SEVIER OFFICE SUPPLY	928110-0	ADMIN-OFF SUPP-PENS	10/16/2018	5.49	.00	
7575	SEVIER OFFICE SUPPLY	928475-0	ADMIN-OFF SUPP-FOLDERS,WI	10/23/2018	58.15	.00	
7575	SEVIER OFFICE SUPPLY	928475-0	FINANCE-OFF SUPP-FOLDERS,	10/23/2018	8.44	.00	
7575	SEVIER OFFICE SUPPLY	928927-0	FINANCE-OFF SUPP-SHUTOFF	10/30/2018	74.69	.00	
7575	SEVIER OFFICE SUPPLY	928927-0	ADMIN-OFF SUPP-TAPE	10/30/2018	21.38	.00	
Total SEVIER OFFICE SUPPLY:					168.15	.00	
SOUTHWEST PLUMBING SUPPLY							
7990	SOUTHWEST PLUMBING SUPP	S3175915.001	CEM-BLDG SUPP & MAINT-ROO	10/12/2018	45.21	.00	
7990	SOUTHWEST PLUMBING SUPP	S3179021.001	PARKS-EQUIP SUPP & MAINT-R	10/17/2018	4.04	.00	
7990	SOUTHWEST PLUMBING SUPP	S3179816.001	STREETS-EQUIP SUPP & MAIN	10/18/2018	44.63	.00	
7990	SOUTHWEST PLUMBING SUPP	S3179825.001	CEM-GROUNDS MAINT	10/18/2018	4.71	.00	
7990	SOUTHWEST PLUMBING SUPP	S3182629.001	WATER-DEPT SUPP-TEFLON TA	10/23/2018	24.57	.00	
7990	SOUTHWEST PLUMBING SUPP	S3186572.001	WATER-DEPT SUPP-PIPE	10/29/2018	9.55	.00	
Total SOUTHWEST PLUMBING SUPPLY:					132.71	.00	
SQUIRE, RICHARD							
13228	SQUIRE, RICHARD	1810	LEG-MEALS & MILEAGE-COURT	10/25/2018	109.00	109.00	10/25/2018
Total SQUIRE, RICHARD:					109.00	109.00	
STAKER & PARSON COMPANIES							
11727	STAKER & PARSON COMPANIE	4793990	STREETS-SEAL	11/01/2018	757.66	.00	
Total STAKER & PARSON COMPANIES:					757.66	.00	
STALLINGS SHEET METAL							
8105	STALLINGS SHEET METAL	1548	GEN GOVT-HIST BLDG MAINT-A	10/24/2018	70.00	.00	
Total STALLINGS SHEET METAL:					70.00	.00	
STATE OF UTAH GASCARD							
3080	STATE OF UTAH GASCARD	NP54605293	POLICE-FUEL	11/02/2018	1,895.69	.00	
3080	STATE OF UTAH GASCARD	NP54605293	FIRE-FUEL	11/02/2018	48.10	.00	
3080	STATE OF UTAH GASCARD	NP54605293	POWER-FUEL	11/02/2018	690.39	.00	
3080	STATE OF UTAH GASCARD	NP54605293	ADMIN-FUEL	11/02/2018	42.37	.00	
3080	STATE OF UTAH GASCARD	NP54605293	STREETS-FUEL	11/02/2018	377.05	.00	
3080	STATE OF UTAH GASCARD	NP54605293	WATER-FUEL	11/02/2018	377.05	.00	
3080	STATE OF UTAH GASCARD	NP54605293	SEWER-FUEL	11/02/2018	377.04	.00	
Total STATE OF UTAH GASCARD:					3,807.69	.00	
SYN-TECH SYSTEMS, INC							
14354	SYN-TECH SYSTEMS, INC	179539	AIRPORT-PROF SERV	10/24/2018	67.50	.00	
Total SYN-TECH SYSTEMS, INC:					67.50	.00	
TASTE OF HOME-TRUSTED MEDIA BRANDS							
8470	TASTE OF HOME-TRUSTED ME	01064	LIBRARY- BOOKS-5 INGRED RE	10/09/2018	19.98	.00	
8470	TASTE OF HOME-TRUSTED ME	01065	LIBRARY- BOOKS-ANNUAL REC	10/16/2018	33.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total TASTE OF HOME-TRUSTED MEDIA BRANDS:					53.96	.00	
THE NATION							
15075	THE NATION	1810	LIBRARY-PERIODICALS	10/26/2018	20.00	.00	
Total THE NATION:					20.00	.00	
THOMSON, BRIAN							
11514	THOMSON, BRIAN	40224	REIMB FOR CELL PHONE	11/01/2018	35.00	.00	
Total THOMSON, BRIAN:					35.00	.00	
TIMPVVIEW ANALYTICAL LAB							
8750	TIMPVVIEW ANALYTICAL LAB	18J0843	WATER-QUALITY TESTING	10/17/2018	42.00	.00	
8750	TIMPVVIEW ANALYTICAL LAB	18J0845	WATER-QUALITY TESTING	10/19/2018	30.00	.00	
Total TIMPVVIEW ANALYTICAL LAB:					72.00	.00	
UAMPS							
8920	UAMPS	1809	POWER-POWER BILL-SEP	10/25/2018	151,833.63	151,833.63	10/25/2018
Total UAMPS:					151,833.63	151,833.63	
UMBRELL, KURT							
15076	UMBRELL, KURT	1810	REIMB-ROAD CUT APP FEE	10/26/2018	200.00	200.00	10/26/2018
15076	UMBRELL, KURT	1810	REIMB-ROAD CUT REPAIR DEP	10/26/2018	750.00	750.00	10/26/2018
Total UMBRELL, KURT:					950.00	950.00	
USA SOFTBALL OF UTAH							
11817	USA SOFTBALL OF UTAH	1810C	REC-TOURN-SAN SHOOT-10U	10/18/2018	100.00	100.00	10/18/2018
11817	USA SOFTBALL OF UTAH	1810D	REC-TOURN-SAN SHOOT-12U	10/18/2018	100.00	100.00	10/18/2018
11817	USA SOFTBALL OF UTAH	1810E	REC-TOURN-SAN SHOOT-14U	10/18/2018	100.00	100.00	10/18/2018
11817	USA SOFTBALL OF UTAH	1810F	REC-TOURN-SAN SHOOT-16U	10/18/2018	100.00	100.00	10/18/2018
11817	USA SOFTBALL OF UTAH	1810G	REC-TOURN-SAN SHOOT-18U	10/18/2018	100.00	100.00	10/18/2018
Total USA SOFTBALL OF UTAH:					500.00	500.00	
UT DEPT OF AGRICULTURE & FOOD							
8167	UT DEPT OF AGRICULTURE & F	1811	AIRPORT-PROF REG FEE-WEIG	10/24/2018	150.00	.00	
Total UT DEPT OF AGRICULTURE & FOOD:					150.00	.00	
UTAH LOCAL GOVERNMENTS TRUST							
9235	UTAH LOCAL GOVERNMENTS T	1570442	WORKERS COMP MONTHLY FE	10/11/2018	5,458.51	5,458.51	10/24/2018
Total UTAH LOCAL GOVERNMENTS TRUST:					5,458.51	5,458.51	
UTAH STATE TREASURER							
9335	UTAH STATE TREASURER	1810	COURT-STATE SURCHARGE	11/05/2018	4,238.98	.00	
Total UTAH STATE TREASURER:					4,238.98	.00	
VERIZON WIRELESS							
9480	VERIZON WIRELESS	9816052060	POLICE-PHONES	10/07/2018	206.45	206.45	10/24/2018
9480	VERIZON WIRELESS	9816052060	STREETS-PHONES	10/07/2018	123.59	123.59	10/24/2018
9480	VERIZON WIRELESS	9816052060	WATER-PHONES	10/07/2018	123.59	123.59	10/24/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
9480	VERIZON WIRELESS	9816052060	SEWER-PHONES	10/07/2018	123.59	123.59	10/24/2018
9480	VERIZON WIRELESS	9816052060	ADMIN-PHONES	10/07/2018	91.78	91.78	10/24/2018
9480	VERIZON WIRELESS	9816052060	COMM DEVT-PHONES	10/07/2018	94.96	94.96	10/24/2018
9480	VERIZON WIRELESS	9816052060	FIRE-PHONES	10/07/2018	40.01	40.01	10/24/2018
9480	VERIZON WIRELESS	9816052060	REC- PHONES	10/07/2018	81.78	81.78	10/24/2018
9480	VERIZON WIRELESS	9816052060	POWER-PHONES	10/07/2018	149.91	149.91	10/24/2018
Total VERIZON WIRELESS:					1,035.66	1,035.66	
WALMART COMMUNITY / GEMB							
9540	WALMART COMMUNITY / GEMB	1810	NON-DEPT-ANNUAL MEETING	10/22/2018	198.34	.00	
9540	WALMART COMMUNITY / GEMB	1810	POLICE-OFF SUPP	10/22/2018	25.30	.00	
9540	WALMART COMMUNITY / GEMB	1810	POLICE-EMP MTG	10/22/2018	51.02	.00	
9540	WALMART COMMUNITY / GEMB	1810	REC-DIRECTOR INTERVIEWS-R	10/22/2018	38.58	.00	
9540	WALMART COMMUNITY / GEMB	1810	CEM-EQUIP SUPP & MAINT-FLA	10/22/2018	19.96	.00	
Total WALMART COMMUNITY / GEMB:					333.20	.00	
WARNOCK, LEIGH ANN							
9553	WARNOCK, LEIGH ANN	1810	ADMIN-MEALS & MILES-UMCA-	10/16/2018	160.95	160.95	10/16/2018
9553	WARNOCK, LEIGH ANN	1811	ADMIN-MEALS-NOTARY LAW IN	11/05/2018	45.00	45.00	11/05/2018
Total WARNOCK, LEIGH ANN:					205.95	205.95	
WAXIE SANITARY SUPPLY							
9615	WAXIE SANITARY SUPPLY	77811397	GEN GOVT BLDG-JANITORIAL S	10/23/2018	378.40	.00	
9615	WAXIE SANITARY SUPPLY	77811397	SENIOR CENTER-BATHROOM S	10/23/2018	94.64	.00	
Total WAXIE SANITARY SUPPLY:					473.04	.00	
WESTERN UNITED ELECTRIC SUPPLY CORP.							
14889	WESTERN UNITED ELECTRIC S	4124479	POWER-CAPITAL OUTLAY-SUB	10/26/2018	123.50	.00	
14889	WESTERN UNITED ELECTRIC S	4124481	POWER-DEPT SUPPLIES	10/22/2018	2,408.52	.00	
14889	WESTERN UNITED ELECTRIC S	4124791	POWER-CAPITAL OUTLAY-SUB	10/31/2018	20.09	.00	
Total WESTERN UNITED ELECTRIC SUPPLY CORP.:					2,552.11	.00	
WHEELER CAT							
9734	WHEELER CAT	PS000726134	STREETS-EQUIP SUPP & MAIN	10/25/2018	357.74	.00	
Total WHEELER CAT:					357.74	.00	
WIDMER, STEVE							
12097	WIDMER, STEVE	1810A	FINANCE-MILES-TRUST LEADE	10/16/2018	130.38	130.38	10/16/2018
Total WIDMER, STEVE:					130.38	130.38	
ZEEMAN, COLBY R							
14814	ZEEMAN, COLBY R	16	REIMBURSEMENT FOR CELL P	11/01/2018	35.00	.00	
Total ZEEMAN, COLBY R:					35.00	.00	
ZIONS BANK - BANKCARD CENTER							
9942	ZIONS BANK - BANKCARD CEN	1810	ADMIN-TRAVEL	10/24/2018	2,003.45	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	FINANCE-BANKING-ZIONS CAS	10/24/2018	5.41	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	COURT-TRAVEL	10/24/2018	418.20	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	FIN-OFF SUPP	10/24/2018	44.67	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	FINANCE-TRAVEL	10/24/2018	426.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
9942	ZIONS BANK - BANKCARD CEN	1810	FINANCE-TRAINING	10/24/2018	89.00	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	ADMIN-EMP MTG	10/24/2018	81.09	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	ADMIN-TRAINING	10/24/2018	851.00	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	ADMIN-OFF SUPP	10/24/2018	74.54	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	POLICE-TRAINING	10/24/2018	155.00	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	POLICE-TRAVEL	10/24/2018	131.56	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	POLICE-EQUIP SUPP & MAINT	10/24/2018	401.08	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	STREETS-EQUIP SUPP & MAIN	10/24/2018	40.65	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	REC-MISC-RETIREMENT & INTE	10/24/2018	432.20	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	REC-SPORTS COMMISSION	10/24/2018	32.10	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	AIRPORT-TRAVEL	10/24/2018	293.26	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	COM DEVT-OFF SUPP	10/24/2018	19.78	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	COMM DEVT-TRAVEL	10/24/2018	958.40	.00	
9942	ZIONS BANK - BANKCARD CEN	1810	POWER-OFF SUPP	10/24/2018	50.51	.00	
Total ZIONS BANK - BANKCARD CENTER:					6,497.48	.00	
Grand Totals:					370,524.95	164,420.63	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Zion's Bank Cards Detail			OCTOBER				
CARD #	AMOUNT	DEPARTMENT	EMPLOYEE	DETAIL			
BRANT	\$ 23.97	Admin	Brant Hanson	UBER TECHNOLOGIES-ICMA Annual Conference Travel			
	\$ 63.00	Admin	Brant Hanson	SJC AIRPORT-ICMA Parking			
	\$ 1,108.80	Admin	Brant Hanson	RENAISSANCE HOTELS, BALTIMORE-ICMA Annual Conference			
	\$ 74.54	Admin	Brant Hanson	MICROSSOFT OFFICE-Software - <i>mas office 365</i>			
	\$ 261.34	Admin	Brant Hanson	MARRIOTT SALT LAKE-UAOA			
	\$ 30.00	Admin	Brant Hanson	UTAH CITY MANAGEMENT ASSOC-UCMA Conference			
	\$ 81.09	Admin	Brant Hanson	MALENA'S CAFÉ-Employee Meeting			
	\$ 732.00	Admin	Brant Hanson	ICMA-Membership Dues			
	\$ 261.34	Admin	Brant Hanson	MARRIOTT SALT LAKE-UT Alliance + EDC Rural Conference			
	\$ 2,636.08						
CARD 1	\$ 433.37	Rec	Candice Maudsley	ROY'S PIZZA-Phil's Retirement Party			
	\$ 6.00	Police	Lynsey Zeeman	THE INN AT ST. GEORGE-GRAMA Training			
	\$ 32.10	Rec	Leah Romero	AUTHORIZENET-Processing Fees for Sportsites			
	\$ 155.00	Police	Devon Krebs	BBS NARCOTICS ENFORCEMENT TRAINING			
	\$ 426.40	Finance	Steve Widmer	SALT LAKE MARRIOTT-Caselle			
	\$ 125.56	Police	Lynsey Zeeman	THE INN AT ST. GEORGE-GRAMA Training			
	\$ 1,178.43						
CARD 2	\$ (1.17)	Rec		Zion's Amazing Deals Cashback-for Roy's Pizza			
	\$ (1.17)						
CARD 3	\$ 293.26	Airport	Jeremy Hallows	HILTON GARDEN INN-			
	\$ 293.26						
CARD 4	\$ 285.00	Admin	Leigh Ann Warnock	TOWNPLACE SUITES-VERNAL-UMCA			
	\$ 178.00	Admin/Finance	Leigh Ann Warnock/Candice Maudsley	NOTARY LAW INSTITUTE-Seminar			
	\$ 463.00						
CARD 5	\$ 266.00	Community Devt.	Bryan Kimball	HYATT HOUSE-SANDY-APA Fall Conference			
	\$ 266.00						
CARD 6	\$ 40.65	Water	Chad Parry	AMAZON-Replacement toner			
	\$ 50.51	Power	Cory Daniels	AMAZON-Safety Brochure Rack			
	\$ 19.78	Finance	Randi Spurling	AMAZON-Desk Organizer			
	\$ 24.89	Finance	Randi Spurling	AMAZON-File Organizer			
	\$ 94.00	Police	Aaron Broomhead	AMAZON-Mic Mixer			
	\$ 109.99	Police	Aaron Broomhead	AMAZON-Blu Ray Drive			
	\$ 197.09	Police	Aaron Broomhead	AMAZON-Microphone			
	\$ 19.78	Comm Devt.	Leah Romero	AMAZON-desk Organizer			
	\$ (5.41)			ZION'S AMAZING DEALS-CASHBACK-Crystal Inn Brigham City			
	\$ 551.28						
CARD 7	\$ 209.10	Justice Court	Andrea Anderson	COURTYARD LAYTON-BCI TAC Conference			
	\$ 209.10	Justice Court	Kacie Heywood	COURTYARD LAYTON-BCI TAC Conference			
	\$ 266.00	Comm. Devt	Leah Romero	HYATT HOUSE-SANDY-APA Fall Conference			
	\$ 426.40	Comm. Devt	Leah Romero	SALT LAKE MARRIOTT-Caselle			
	\$ 1,110.60						
	\$ 6,497.48	GRAND TOTAL					

WORK MEETING MINUTES
CITY COUNCIL
 CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL
 5 SOUTH MAIN, EPHRAIM, UTAH
OCTOBER 17, 2018
5:30 PM

CALL TO ORDER

The Ephraim City Council convened in a work meeting on Wednesday, October 17, 2018, in the City Council Room. Mayor Squire called the meeting to order at 5:33 p.m.

ROLL CALL**MEMBERS PRESENT**

Richard Squire, Mayor
 Margie Anderson, Mayor Pro Tem
 Tyler Alder
 John Scott
 Greg Boothe
 Richard Wheeler

STAFF PRESENT

Brant Hanson, City Manager
 Bryan Kimball, Community Dev.
 Leigh Ann Warnock, City Recorder
 Steve Widmer, Financial Director

AGENDA REVIEW**WATER UPDATE**

Tanks have filled up since restrictions were put into place. The water situation is much better, but still not enough to go back to outdoor watering. The pump on the broken well was installed yesterday. Test results report 900,000 gallons. The well was cameraed and showed perforated holes at the bottom and pipe shots that need to be cleaned. It would have taken another two weeks to get someone to clean it, so it was decided to get the well working and clean it next year when the new well goes online.

TUNNEL UPDATE

The water pipe has been placed all the way through the well. Concrete is still going in. The bottom half should be done this weekend, and then they will start the top half. They are hopeful it will be completed the first week of November if the weather cooperates.

WARRANT REGISTER INQUIRIES

Sunrise Engineering - Impact Fee Analysis
 Motorola – Police Department purchased new radios

ADJOURN

There being no further discussion, Councilmember Anderson moved the work meeting adjourn. The motion was seconded by Councilmember Alder. The vote was unanimous. The motion carried.

MINUTES APPROVED:

Mayor

Date

ATTEST:

City Recorder

Date

DRAFT

MINUTES
REGULAR CITY COUNCIL MEETING
 CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL
 5 SOUTH MAIN, EPHRAIM, UTAH
OCTOBER 17, 2018
6:00 PM

CALL TO ORDER

The Ephraim City Council convened in a Regular City Council Meeting on Wednesday, October 17, 2018, in the City Council Room. Mayor Squire called the meeting to order at 6:00 p.m.

OPENING CEREMONY

Councilmember Anderson offered an invocation. Councilmember Wheeler led the audience in the Pledge of Allegiance.

ROLL CALL**MEMBERS PRESENT**

Richard Squire, Mayor
 Margie Anderson, Mayor Pro Tem
 Tyler Alder
 John Scott
 Greg Boothe
 Richard Wheeler

STAFF PRESENT

Brant Hanson, City Manager
 Bryan Kimball, Community Dev.
 Leigh Ann Warnock, City Recorder
 Steve Widmer, Financial Director
 Aaron Broomhead, Police Chief

PUBLIC COMMENT

No public comment presented.

PRESENTATIONS**RECOGNITION OF CITY EMPLOYEES FOR YEARS OF SERVICE**

The following City employees were recognized for their years of service:

- Jeff McQuivey 5 Years
- Steve Widmer 10 Years
- Candice Maudsley 5 Years

APPROVAL OF WARRANT REGISTER

The Council reviewed the Warrant Register of October 15, 2018.

Councilmember Scott moved to ratify the October 2, 2018 previously approved warrant register and to approve the October 15, 2018 warrant register as presented. The motion was seconded by Councilmember Boothe. A roll call vote was called. Voting yes: Councilmembers Scott, Boothe, Wheeler, Anderson, and Alder. The vote was unanimous. The motion carried.

APPROVAL OF MINUTES

The Council reviewed the minutes of the September 19, 2018 City Council Work Meeting and Regular City Council Meeting.

The Council reviewed the minutes of the February 7, 2018 City Council Work Meeting and Regular City Council Meeting.

The Council reviewed the minutes of the April 4, 2018 City Council Work Meeting and Regular City Council Meeting.

Councilmember Anderson moved to approve the September 19, 2018, February 7, 2018 and the April 4, 2018 Council Work Meeting and Regular City Council Meeting Minutes as presented. The motion was seconded by Councilmember Wheeler. A roll call vote was called. Voting yes: Councilmembers Scott, Boothe, Wheeler, Anderson, and Alder. The vote was unanimous. The motion carried.

TREASURER APPOINTMENT

Councilmember Wheeler moved to appoint Candice Maudsley as the Ephraim City Treasurer as of October 15, 2018. The motion was seconded by Councilmember Scott. A roll call vote was called. Voting yes: Councilmembers Scott, Boothe, Wheeler, Anderson, and Alder. The vote was unanimous. The motion carried.

RESOLUTION ECR 18-21: BANKING AUTHORIZATIONS

ECR 18-21, a resolution authorizing specific individuals to transact financial transactions with the Utah State Treasurer's Office PTIF accounts and other banking institutions.

Councilmember Scott moved to approve ECR 18-21, a resolution authorizing specific individuals to transact financial transactions. The motion was seconded by Councilmember Boothe. A roll call vote was called. Voting yes: Councilmembers Scott, Boothe, Wheeler, Anderson, and Alder. The vote was unanimous. The motion carried.

APPOINTMENTS AND COUNCIL REPORTS

Councilmember Anderson moved to appoint Corine Olsen as a Youth City Council Co-advisor. The motion was seconded by Councilmember Wheeler. The vote was unanimous. the motion carried.

Tyler Alder

Cemetery – Flags will go out for Veteran’s Day the 5th of November, which is the day before election day.

Recreation Board – Donnie Wood from Alaska has been hired as the new Recreation Director. He will start November 12th.

Richard Wheeler

Fire Department – Councilmember Wheeler did not attend the meeting because it was a State required training. He and Brant will be meeting with Chief Steck next week to review stats for the Fire Department. Two sets of turnouts are needed at about \$3,000 apiece. They are working to set firefighters to certain vehicles and get a new certifications listing requiring certification within a specified time. The Department will eventually be looking at a college agreement regarding fire inspections for college buildings and apartments that are in arears and need inspections. Standard operating procedures are being updated. Each truck will have a copy of the incident commander’s check-list for the safety of the firefighters as well as those involved in the fire. Air tank rotations will be implemented. Breaks are needed at least between every third tank.

Senior Board – The Board have decided not to purchase a van due to the cost. The way they’d like to use it makes it even worse with insurance liabilities. The money from the sale of the van will go to the Senior Citizen Board.

Greg Boothe

Scandinavian Festival – Meeting scheduled for Festival review next Thursday. Hoping to have post-discussion about the festival. The Board were excited about having Chief Broomhead there with his crew. Also excited about meeting with President Carlston and hope they happen more often.

John Scott

The property of the old Motel has been purchased; owners will go over plans for a new apartment complex with Bryan. It could be a mix of student and resident housing.

Tree north of Subway – there are concerns with safety. Working with Carlin Scott and he has agreed to pay some of the costs. Will speak with him more. We can deem it unsafe and go in and remove it, but legalities are involved.

Tunnel – Concerned the tunnel will not be completed this year. People are doing grout work, but the concern is that they see this as a public service and will not give first priority

to the project. There are contractual obligations with penalties, but we hope not to go there and will encourage them to finish.

Robby Layton's shop is down, and the foundation is gone. He will start from scratch and it will be a year before new shop is up and running again.

Several wayfaring signs have disappeared. The wind has done some damage. Wood has been added to strengthen them. Don't know if any have been stolen or just blown away.

DEPARTMENT REPORTS

Aaron Broomhead, Chief of Police

Part time officers will be covering all shifts next week except for Cragun's while the officers go fishing. Officer Cragun will be working.

ID cards - Expanded it to the entire Ephraim Staff. He has the machine and the camera and software set up and will get started on that. Eventually we will use those to enter the building.

ADJOURNMENT

There being no further business to come before the Council for consideration, Councilmember Wheeler moved the Regular Council Meeting adjourn. The motion was seconded by Councilmember Boothe. The vote was unanimous. The motion carried.

The next regular City Council meeting is scheduled to be held on Wednesday, November 7, 2018, starting at 6:00 p.m. in the Ephraim City Council room.

MINUTES APPROVED:

Mayor

Date

ATTEST:

City Recorder

Date

Ephraim City, Utah

November 7, 2018

The Mayor and City Council of Ephraim City, Sanpete County, Utah met in regular session at its regular meeting place in said Municipality at 6:00 p.m. on the 7th day of November, 2018, with the following members of the Governing Body present:

Richard Squire	Mayor
Greg Boothe	Councilmember
Margie Anderson	Councilmember
John Scott	Councilmember
Richard Wheeler	Councilmember
Tyler Alder	Councilmember

Also present:

Leigh Ann Warnock	City Recorder
-------------------	---------------

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Bond Resolution had been discussed, the City Recorder presented to the Mayor and City Council a Certificate of Compliance With Open Meeting Law with respect to this November 7, 2018, meeting.

STATE OF UTAH)
 : SS.
COUNTY OF SANPETE)

I, LEIGH ANN WARNOCK, the undersigned City Recorder of Ephraim City, Sanpete County, Utah (the "City") do hereby certify according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the November 7, 2018, public meeting held by the City as follows:

(a) By causing a Notice, in the form attached hereto as Schedule "A", to be posted at the City’s principal offices on November 7, 2018, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such notice, in the form attached hereto as Schedule "A", to be delivered to the Sanpete Messenger, at least twenty four (24) hours prior to the convening of the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 7th day of November, 2018.

City Recorder

(SEAL)

NOTICE OF AGENDA OF REGULAR MEETING

* * * * *

PLEASE TAKE NOTICE that the Mayor and members of the City Council of Ephraim City, Sanpete County, State of Utah, will hold a Regular Meeting on Wednesday, the 7th day of November, 2018, at its regular meeting place, the Ephraim City Offices, 5 South Main Street, Ephraim City, Utah, at the hour of 6:00 o'clock P.M.

The Agenda for the meeting consists, in part, of the following:

- (1) Consideration for and adoption of Parameters Resolution authorizing the issuance of not to exceed \$500,000 in Parity Water Revenue Bonds of Ephraim City and calling of a public hearing to receive input with respect to the issuance of such Bonds and any potential impact to the private sector from the construction of the Project; and
- (2) Any other business that may come before said meeting.

DATED this 7th day of November, 2018.

City Recorder

Thereupon, after the conduct of other business not pertinent to the following, the following resolution was introduced in written form by the Mayor and, pursuant to motion duly made by _____ and seconded by _____, was adopted and approved by the following vote:

Yea: Greg Boothe
Margie Anderson
John Scott
Richard Wheeler
Tyler Alder

Nay: None

The Resolution was thereupon signed by the Mayor, was attested and countersigned by the City Recorder and was ordered recorded in the official records of the Issuer.

The Resolution is as follows:

EPHRAIM CITY, SANPETE COUNTY, UTAH
RESOLUTION NO. ECR 18-22

A RESOLUTION AUTHORIZING THE ISSUANCE OF PARITY WATER REVENUE BONDS (THE "BONDS") OF EPHRAIM CITY, SANPETE COUNTY, UTAH (THE "ISSUER"), CALLING A PUBLIC HEARING AND ESTABLISHING A TIME, PLACE AND LOCATION FOR SAID PUBLIC HEARING TO RECEIVE INPUT FROM THE PUBLIC WITH RESPECT TO THE ISSUANCE OF BONDS AND ANY POTENTIAL ECONOMIC IMPACT TO THE PRIVATE SECTOR FROM THE CONSTRUCTION OF THE PROJECT TO BE FUNDED BY THE BONDS; PROVIDING FOR A PLEDGE OF WATER REVENUES FOR THE PAYMENT OF THE BONDS; FIXING THE MAXIMUM PRINCIPAL AMOUNT OF THE BONDS; THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE; THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

WHEREAS subject to the limitations set forth herein, Ephraim City, Sanpete County, State of Utah, desires to issue its Parity Water Revenue Bonds (the "Bonds") for the construction of water system improvements, including the installation of a waterline located inside of a trans-mountain tunnel, together with related improvements (the "Project"), and pay costs of issuance of the Bonds, pursuant to this Resolution and a Master Resolution (the "Master Resolution"), in substantially the form presented at the meeting at which this

Resolution was adopted and which is attached hereto as Exhibit “B”; and

WHEREAS in order to allow for flexibility in setting the financial terms of the Bonds once costs of the Project are finally determined and to optimize debt service costs to the Issuer, the Governing Body of the Issuer desires to grant to the Mayor, in accordance with state law, the authority to approve the interest rates, principal amounts, terms, maturities, redemption features and purchase price at which the Bonds shall be sold and any changes with respect thereto from those terms which were before the Governing Body at the time of adoption of this Resolution, provided that such terms do not exceed the parameters set forth for such terms in Section 1 of this Resolution (the “Parameters”); and

WHEREAS the Issuer, Ephraim City, considers it desirable and necessary and for the benefit of the Issuer to construct the Project to be owned and operated by the Issuer, but does not have on hand money sufficient to pay for the Project; and

WHEREAS the revenues to be derived by the Issuer from the operation of the System (as hereinafter defined) have not been pledged or hypothecated in any manner or for any purpose except to pay principal and interest on the Issuer’s Water Revenue Bond, Series 2013 in the original principal amount of \$1,217,000 payable to Zions First National Bank (the “Prior Lien Bond”) and to issue its Bonds (as hereinafter defined), payable from such revenues in the manner for which provision is hereinafter made in order to pay all or part of the cost of the Project; and

WHEREAS the Utah Local Government Bonding Act, Sections 11-14-1 et seq., Utah Code Annotated, 1953, as amended, provides that, prior to issuing bonds an issuing entity must (i) give notice of its intent to issue such bonds and (ii) hold a public hearing to receive input from the public with respect to the issuance of such bonds and any potential economic impact to the private sector from the construction of the Project to be funded by the Bonds; and

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

WHEREAS the Utah Permanent Community Impact Fund Board has offered to purchase the Parity Water Revenue Bonds and on the general terms and conditions as set forth herein;

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

Section 1. The Mayor and City Council (the "Governing Body") of Ephraim City, Sanpete County, Utah (the "Issuer"), hereby finds and determines that it is in the best interests of the residents within the City for the Issuer to issue its Parity Water Revenue Bonds in the aggregate principal amounts of not to exceed \$500,000 at interest rates not to exceed 3.5% per annum, to mature in not more than thirty (30) years from its date or dates, pursuant to a resolution to be adopted by the

Governing Body authorizing and confirming the issuance and sale of the Bonds. Therefore, the Issuer hereby declares its intention to issue the Bonds according to the provisions of this Section. The Bonds are to be issued for the purpose of paying all or part of the cost of construction of water system improvements, including the installation of a waterline located inside of a trans-mountain tunnel, together with related improvements (the "Project") of the Issuer.

The Issuer hereby declares its intention to issue the Bonds according to the provisions of this section; provided, however, that the Bonds shall only be issued by the Issuer after adoption of a Master Resolution by the Governing Body of the Issuer (the "Master Resolution") setting forth the specific terms of the Bonds within the maximum terms herein provided.

The form of Master Resolution attached hereto as Exhibit "B" is in all respects hereby authorized and approved, and the Mayor and City Recorder of the Issuer are hereby authorized and directed to execute and deliver the same on behalf of the Issuer.

The Mayor, within the parameters set forth herein, is hereby authorized to approve the interest rates, principal amounts, terms, maturities, redemption features and purchase price at which the Bonds shall be sold.

Section 2. The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Master Resolution. The Mayor and City Recorder of the Issuer are hereby authorized and directed to execute and seal the Bonds.

Section 3. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Master Resolution and the Bonds or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Governing Body or the provisions of the laws of the State of Utah or the United States.

Section 4. The Issuer shall hold a public hearing on December 5, 2018, to receive input from the public with respect to the issuance of the Bonds and any potential impact to the private sector from the construction of the Project to be funded by the Bonds, which hearing date shall be not less than fourteen (14) days after notice of the public hearing is (A) first published once a week for two consecutive weeks in the Sanpete Messenger, a newspaper of general circulation in the Issuer and (B) published on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended. The Issuer directs its officers and staff to publish a Notice of Public Hearing in substantially the following form:

NOTICE OF PUBLIC HEARING

OUTSTANDING BONDS SECURED BY THE SAME REVENUE

The Issuer currently has outstanding bonds secured by the pledge of culinary water system revenues, namely: the 1998A Parity Water Revenue Bond, Series 1998 sold to the Utah Board of Water Resources in the original principal amount of \$824,000, 1998B Parity Water Revenue Bond, Series 1998B sold to the United States of America in the original principal amount of \$344,000, and the 2008 Parity Water Revenue Bond sold to the Utah Permanent Community Impact Fund Board in the original principal amount of \$410,000.

ESTIMATED TOTAL COST OF THE BONDS

Although the Issuer declared its intention to issue a Bond in a principal amount of up to \$500,000 with interest at a rate not to exceed 3.5% per annum, the Issuer currently anticipates that the Bonds will be issued in the amount of \$346,000 with interest at the rate of 2.5% per annum. In that case, the estimated total cost for the proposed Bonds would be \$469,775, which would include interest of \$123,775.

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

A copy of the Resolution is on file in the office of the City Recorder in Ephraim City, Utah, where it may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m., Monday through Friday.

DATED this 7th day of November, 2018.

/s/ Leigh Ann Warnock
City Recorder

[Publish one time only.]

* * * * *

Section 6. For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Resolution or the Bonds hereby authorized. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution or the Bonds for any cause whatsoever.

Section 7. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its

approval and adoption.

PASSED AND APPROVED this 7th day of November, 2018

EPHRAIM CITY

By _____
Mayor

ATTEST AND COUNTERSIGN:

By _____
City Recorder

[SEAL]

After the conduct of other business not pertinent to the foregoing, it was moved and carried that the Mayor and City Council adjourn.

EPHRAIM CITY

By _____
Mayor

ATTEST:

By _____
City Recorder

[SEAL]

STATE OF UTAH)
 : ss.
COUNTY OF SANPETE)

I, LEIGH ANN WARNOCK, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of Ephraim City, Sanpete County, Utah (the "Issuer"). I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a regular public meeting of the Mayor and City Council of the Issuer, held on November 7, 2018, including a Resolution adopted at such meeting, together with exhibits and appendices attached thereto, as said minutes, resolution and appendices are recorded in the regular official book of minutes of the proceedings of the Governing Body kept in the office of the City Recorder that said proceedings were duly had and taken as therein shown, that the meeting thereon shown was in all respects called, held and conducted in accordance with law, and that the persons therein named were present at said meeting, as therein shown.

I further certify and I caused a true and correct copy of the above-referenced resolution (including all exhibits and appendices attached thereto) to be filed in the office of the City Recorder for examination by any interested person during the regular business hours of the office of the City Recorder.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Issuer, this 7th day of November, 2018.

[SEAL]

City Recorder

MASTER RESOLUTION
OF
EPHRAIM CITY, SANPETE COUNTY, UTAH
AS ISSUER
DATED AS OF NOVEMBER 7, 2018

MASTER RESOLUTION

WHEREAS, Ephraim City, Sanpete County, State of Utah, considers it desirable and necessary and for the benefit of the Issuer to construct, operate and maintain the Project (as hereinafter defined) to be owned and operated by the Issuer, but does not have on hand money sufficient to pay for the Project (as hereinafter defined); and

WHEREAS, pursuant to the provisions of a Resolution adopted on November 7, 2018 (the “Authorizing Resolution”), the Governing Board of the City (the “Governing Board”) has authorized and approved certain actions to be taken by the City in connection with the financing of the Project, including the adoption this Master Resolution and the issuance of the Series 2018 Bonds hereunder; and

WHEREAS, it has been determined by the City that the estimated amount necessary to finance the Project, including necessary expenses incidental thereto, will require the issuance, sale and delivery of the Series 2018 Bonds in the principal amount of \$346,000, as hereinafter provided; and

WHEREAS, the City has determined that the Series 2018 Bonds shall be secured as provided herein and has ascertained and determined that the provisions herein contained for protecting and enforcing the rights and remedies of the registered owners of such Series 2018 Bonds are reasonable, proper and in accordance with law, and that this Master Resolution is necessary to the performance of its duties and the execution of its powers under law, and does deem and determine all of the provisions herein contained to be reasonable and proper for the security of the registered owners of the Series 2018 Bonds; and

WHEREAS, all acts and things required by law to make this Master Resolution a valid and binding instrument for the security of all Bonds duly issued hereunder have been done and performed, and the execution and delivery of this Master Resolution have been in all respects duly authorized; and

WHEREAS, the Series 2018 Bonds in registered form are to be in substantially the appropriate form set forth in Section 2.6 and if issued as Exchange Bonds are to be in substantially the appropriate form set forth in Section 2.8, with appropriate variations, omissions and insertions as permitted or required by this Master Resolution; and

WHEREAS, all things necessary to make the Series 2018 Bonds when authenticated by the City and issued as in this Master Resolution provided, the valid, binding and legal obligations of the City according to the import thereof, and to constitute this Master Resolution a valid assignment and pledge of the amounts pledged to the payment of the principal on the Series 2018 Bonds, and to

constitute this Master Resolution a valid assignment of the rights of the City with respect to the Project have been done and performed and the creation, execution and delivery of this Master Resolution, and the creation, execution and issuance of the Series 2018 Bonds, subject to the terms hereof, have in all respects been duly authorized:

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

ARTICLE I

DEFINITIONS

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

"Act" means the provisions of the Local Government Bonding Act of the State of Utah, Chapter 14, Title 11, Utah Code Annotated, 1953, as amended and the Registered Public Obligations Act of the State of Utah, Chapter 7, Title 15, Utah Code Annotated, 1953, as amended.

"Annual Bond Service Requirements" means the maximum amount required to be paid into the Bond Fund for payment of principal and interest, if any, on the Bond in any given Bond Fund Year.

"Annual Net Revenues" means the Net Revenues for any 12 consecutive calendar months.

"Bonds" or "Series 2018 Bonds" shall mean the Parity Water Revenue Bond, Series 2018 (sometimes hereinafter referred to as the "Series 2018 Bond") of Ephraim City, Sanpete County, State of Utah, in aggregate principal amounts of \$346,000, authorized hereby and shall mean, alternately, interchangeably, or collectively, the single Fully Registered Bonds or the Serial Bonds issued in lieu of a Fully Registered Bond.

"Bond Documents" means this Master Resolution.

"Bondholder" means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose in accordance with provisions of this Master Resolution.

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

"Delivery Date" means the date the Bond or Bonds are delivered to the initial purchaser and this date to be known on the Bond or Bonds as the issue date.

"Depository" or "Depository Bank" means a Qualified Depository (defined hereinafter).

"Escrow Account" means an account to be held in escrow by the Escrow Agent pursuant to an Escrow Agreement to be entered into between the Issuer and the Community Impact Board on the date of delivery of the Series 2018 Bond, said account to be used for the purpose of depositing the proceeds of the sale of the Series 2018 Bond as well as certain grant monies and supervising said proceeds pursuant to the terms of the Escrow Agreement.

"Escrow Agent" means the Utah State Treasurer, who shall so act pursuant to the terms of the Escrow Agreement hereinabove referred to.

"Executive Officer" means the Mayor of the Issuer.

"First Payment Date" means a payment of principal and interest on October 1, 2019.

"Fully Registered Bond" means a single Fully Registered Bond in the denomination equal to the aggregate amount of the Bonds authorized herein.

"Future Parity Bonds" means any bonds hereafter issued by the Issuer on a parity with the Bond herein authorized pursuant to the conditions and restrictions set forth in Article V hereof.

"Governing Body" means the Mayor and City Council of the Issuer.

"Installment Amount" means the amount of each annual registered installment of principal and interest on the Bond, as shown in the Repayment Schedule in the Bond.

"Issue Amount" means the principal amount of the Bonds authorized to be issued hereunder which is the sum of \$346,000.

"Issuer" means Ephraim City, Sanpete County, Utah.

"Master Resolution" means this resolution providing for the issuance of a revenue bond payable from the Revenues of the System, as from time to time amended or supplemented in accordance with the provisions hereof.

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

"Outstanding" or "Outstanding Bonds" means any Bond which has been issued and delivered in accordance with the provisions hereof; but shall not include a Bond in lieu of which another Bond has been issued to replace a mutilated, lost, destroyed or stolen bond.

"Payment Date" means the 1st day of October in each year beginning with the year 2019.

"Payment Years" means the years in which an Installment Amount comes due, described as the years 2019 through 2043.

"Permitted Investments" means those investments specified in Section 51-7-11, Utah Code Annotated, 1953, as amended.

"Pledged Revenues" means 100% of the Net Revenues hereinafter pledged to the payment of the Revenue Bonds.

"Prior Lien Bond" means Issuer's Water Revenue Bond, Series 2013 in the original principal amount of \$1,217,000 payable to Zions First National Bank.

"Project" means the construction of water system improvements, including the installation of a waterline located inside of a trans-mountain tunnel, together with related improvements, and in all other respects to pay the cost of foregoing including engineering and expenses and costs of and issuance of the bonds and to acquire and provide all appurtenant facilities therefor, together with all necessary or related work and improvements.

"Qualified Depository" means a depository institution constituting a "qualified depository" under Chapter 7 of Title 51, Utah Code Annotated 1953, as amended.

"Reserve Fund Installment" means a monthly payment in an amount equal to 1/72nd of the Reserve Fund Requirement as to the Series 2018 Bond.

"Reserve Fund Requirement" means an amount equal to the maximum annual installment of principal and interest on the Series 2018 Bond.

"Revenues" means all income and revenue of any kind derived from the operation of the System including the proceeds of all connection charges not applied directly to the payment of the cost of improving or extending the system or of making connections thereto and all interest earned by and profits derived from the sale of investments made with the Revenues.

"Serial Bonds" means the registered \$1000 denomination parity water revenue bonds which may be issued in exchange for the Fully Registered Bond.

"System" means the complete water system of the Issuer, including the Project and any other properties now or hereafter owned or operated by the Issuer relating to said system and as may hereafter be improved and extended, including specifically all properties of every nature owned by the Issuer and used or useful in the operation of said system, including real estate, personal and intangible properties, contracts, franchises, leases and choses in action, whether lying within or without the boundaries of the Issuer.

"Year" means the twelve-month period beginning on January 1st of each calendar year and

ending on the next succeeding December 31st.

Except where the context otherwise requires, words importing the singular number shall include the plural and vice versa, and words importing the male gender shall include the female gender and vice versa.

ARTICLE II

TERMS AND PROVISIONS OF SERIES 2018 BOND

Section 2.1. Purpose and Authority.

(a) The Governing Body hereby finds, determines and declares that the Project to be acquired, constructed, improved and extended with the proceeds of the Series 2018 Bond is necessary for the proper operation of the System and is economically feasible, and the Revenues will be sufficient to retire the Series 2018 Bond.

(b) For the purpose of paying the cost of the Project, including the payment of all fees and expenses incident thereto and to the issuance of the Series 2018 Bond, the Series 2018 Bond shall be issued in the amount or amounts set forth on the Bond. The Series 2018 Bond shall be payable solely from the Revenues to be derived from the operation and ownership of the System, as more specifically provided herein, and, to the extent available, monies remaining in the Escrow Account as described in Section 3.1 upon completion of the Project.

Section 2.2. Parity Designation. The Series 2018 Bond is issued and sold upon a par with the Issuer's Water Revenue Bond, Series 2013 in the original principal amount of \$1,217,000 payable to Zions First National Bank (collectively, the "Prior Lien Bond"). Neither the Series 2018 Bond nor the Prior Lien Bond shall be entitled to any priority one over the other in the application of the Net Revenues of the System pledged to the payment of the Series 2018 Bond and the Prior Lien Bond, regardless of the time or times of their issuance or delivery and there shall be no priority between the Series 2018 Bond or the Prior Lien Bond in any rights provided in this Master Resolution for entitlement to payment or provisions made for payment.

Section 2.3. Designation and Terms of the Series 2018 Bond. The Series 2018 Bond shall be designated as the "Parity Water Revenue Bond, Series 2018," shall be dated as of the date of delivery to the Community Impact Board, shall be issued as a single fully-registered bond, without coupons, in the denomination of the amount or amounts set forth on the Bond and shall be numbered R-1, the principal amount of which shall bear interest at the rate of 2.5% per annum and shall be in the denomination of the amount set out as the Total Principal Sum in the form of the Series 2018 Bond. Interest shall be payable on the same day as the due date for a payment of principal.

Any installment of principal and/or interest which shall not be paid when due shall bear interest, to the extent permitted by law, at the rate of eighteen percent (18%) per annum from the date

of maturity of such installment until that installment is paid.

Subject to prepayment of principal as herein provided, principal on the Series 2018 Bond shall be payable in the number of annual registered installments equal to the number of Payment Years, with no provision for any grace period as to the due date of such payments; provided, however, that the last such installment payment shall be in such amount as will pay the remaining principal due on the Series 2018 Bond on the date of such payment each in the amount of the Installment Amount, due on the Payment Date of each of the Payment Years. Each payment shall be first applied to any applicable interest accrued to the date of payment of that installment, then to principal. Principal of and interest on the Series 2018 Bond shall be payable in any coin or currency which, on the respective dates of payments, is legal tender for the payment of debts to the United States of America and, except as hereinafter otherwise provided, shall be made by check or draft mailed to the Office of the Community Impact Board in Salt Lake City, Utah, or to its designee or to such other registered owner of the Series 2018 Bond as is shown on the registration books maintained by the Issuer at the close of business on the fifteenth day of the month next preceding each Payment Date at the address of such registered owner as it appears on such registration books or to such other address furnished in writing by such registered owner to the Issuer, and payment shall be endorsed thereon in the payment record attached thereto.

The single, Fully-Registered Bond may be exchanged for Serial Bonds in increments of \$1000 at the option of the holder.

Section 2.4. Prepayment Provisions and Provisions Regarding Notation of Payments - Series 2018 Bond.

(a) The Series 2018 Bond shall be subject to prepayment at the option of the Issuer at any time in whole or in part in multiples of \$1000 as to each bond plus accrued interest, if any, to the date of prepayment, and without premium. In the event of a partial prepayment, each installment payment due on the Payment Date of each Payment Year after such partial prepayment shall remain in the Installment Amount regardless of any such partial prepayment; provided that any such partial prepayment shall reduce the principal due on the Series 2018 Bond in inverse order of installment maturities; and provided further that the final payment on the Series 2018 Bond shall be fully sufficient to pay all principal remaining due thereon. With the exception of prepayments described in Section 3.1, each prepayment on the Series 2018 Bond shall be applied to any interest then due on the Series 2018 Bond and then to principal. Notice of any call for prepayment shall be given by registered mail not less than 30 days prior to the prepayment date to the State or to its designee, or to such other registered owner of the Series 2018 Bond as is shown on the registration books at the close of business on the fifteenth day next preceding the mailing of such prepayment notice at the registered owner's address as shown on such registration books or at such other address furnished in writing by such registered owner to the Issuer.

(b) In the event of a partial prepayment, such prepayment shall be made in the manner provided for herein for the payment of Installment Amounts (except that prepayments need

not be made on Payment Dates) and endorsed on the Series 2018 Bond on the prepayment record attached thereto.

(c) If notice of prepayment shall have been given as aforesaid, the Series 2018 Bond or the portion thereof specified in said notice shall become due and payable at the prepayment price and on the prepayment date therein designated and if, on the prepayment date, money for the payment of the prepayment price of the Series 2018 Bond or the portion thereof to be prepaid shall be available for such prepayment on said date, then from and after the prepayment date, interest, if any, on the Series 2018 Bond or the portion thereof so called for prepayment shall cease to accrue and become payable.

(d) The registered owner of the Series 2018 Bond shall endorse any payment or prepayment of principal on the Series 2018 Bond upon the payment record or prepayment record attached to the Bond.

Section 2.5. Execution of Series 2018 Bond and Representations Relating to the Master Resolution. The Series 2018 Bond shall be executed on behalf of the Issuer by the manual signature of the Executive Officer and attested and countersigned by the manual signature of the City Recorder. The City Recorder shall impress or imprint the official seal of the Issuer on the Series 2018 Bond. The Treasurer is authorized and directed to complete the Certificate of Dates of Payment and Amount on the Series 2018 Bond. All of the covenants, promises, statements, recitals, representations and agreements contained in the Series 2018 Bond and this Master Resolution are hereby considered and understood, and it is hereby ordered and declared that the covenants, promises, statements, recitals, representations and agreements therein and herein are covenants, promises, statements, recitals, representations and agreements of the Issuer.

Section 2.6. Form of Series 2018 Bond: The Series 2018 Bond shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF SANPETE
EPHRAIM CITY**

R-1

PARITY WATER REVENUE BOND, SERIES 2018

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

<u>Principal Sum</u>	<u>Interest Rate</u>	<u>Original Issue Date</u>
\$346,000.00	2.5%	_____, 2018

Ephraim City, Sanpete County, Utah (the "Issuer") for value received, promises to pay from the special fund hereinafter described and in the manner hereinafter set forth, and not otherwise, to the order of the registered owner hereof, the Total Principal Sum set forth above, together with interest accruing on the unpaid principal balance from the Original Issue Date, at the rate specified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable annually on October 1 of each year, with interest and principal installments beginning October 1, 2019. Principal together with accrued interest, shall be payable in registered installments on October 1 of each of the years set forth in the following Repayment Schedule:

<u>Maturity Date</u> <u>October 1st</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Amount</u>	<u>Total</u> <u>Amount</u>
2019	\$10,000.00	\$8,650.00	\$18,650.00
2020	\$10,000.00	\$8,400.00	\$18,400.00
2021	\$11,000.00	\$8,150.00	\$19,150.00
2022	\$11,000.00	\$7,875.00	\$18,875.00
2023	\$11,000.00	\$7,600.00	\$18,600.00
2024	\$11,000.00	\$7,325.00	\$18,325.00
2025	\$12,000.00	\$7,050.00	\$19,050.00
2026	\$12,000.00	\$6,750.00	\$18,750.00
2027	\$12,000.00	\$6,450.00	\$18,450.00
2028	\$13,000.00	\$6,150.00	\$19,150.00
2029	\$13,000.00	\$5,825.00	\$18,825.00
2030	\$13,000.00	\$5,500.00	\$18,500.00
2031	\$14,000.00	\$5,175.00	\$19,175.00

2032	\$14,000.00	\$4,825.00	\$18,825.00
2033	\$14,000.00	\$4,475.00	\$18,475.00
2034	\$15,000.00	\$4,125.00	\$19,125.00
2035	\$15,000.00	\$3,750.00	\$18,750.00
2036	\$15,000.00	\$3,375.00	\$18,375.00
2037	\$16,000.00	\$3,000.00	\$19,000.00
2038	\$16,000.00	\$2,600.00	\$18,600.00
2039	\$17,000.00	\$2,200.00	\$19,200.00
2040	\$17,000.00	\$1,775.00	\$18,775.00
2041	\$17,000.00	\$1,350.00	\$18,350.00
2042	\$18,000.00	\$ 925.00	\$18,925.00
2043	\$19,000.00	\$ 475.00	\$19,475.00

To each installment of principal there shall be added interest accruing from the Original Issue Date, at the rate of Two and one-half (2.50%) per cent per annum on the entire balance remaining due under this Bond. Interest shall be payable on the same day as the due date for a payment of principal.

Any installment of principal and/or interest hereof which shall not be paid when due shall bear interest at the rate of eighteen (18%) per cent per annum from the date of maturity of such installment until paid. This Bond is payable in lawful money of the United States of America by check or draft of the Issuer mailed to the State of Utah Permanent Community Impact Fund Board, Salt Lake City, Utah, or its designee, or to such other registered owner hereof, as such registered owner is shown on the registration books maintained by the Issuer at the close of business on the fifteenth day of the month next preceding each installment payment date at the address of such registered owner as it appears on such registration books or to such other address as is furnished in writing by such registered owner to the Issuer. The registered owner of this Bond, by acceptance hereof, agrees that such registered owner shall endorse each payment received on the Payment Record attached hereto. Payments received on this Bond shall be applied first to the payment of interest payable and then to principal.

THE ISSUER IS OBLIGATED TO PAY PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THIS BOND SOLELY FROM THE REVENUES (THE "REVENUES") DERIVED FROM THE ISSUER'S CULINARY WATER SYSTEM ("SYSTEM") AND OTHER FUNDS OF THE ISSUER PLEDGED THEREFOR UNDER THE TERMS OF THE MASTER RESOLUTION (AS HEREINAFTER DEFINED). THIS BOND IS NOT A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION ON INDEBTEDNESS. PURSUANT TO THE MASTER RESOLUTION, REVENUES FROM THE SYSTEM HAVE BEEN PLEDGED AND WILL BE SET ASIDE INTO SPECIAL FUNDS BY THE ISSUER TO PROVIDE FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THIS BOND.

This Bond is issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act (as hereinafter defined) and all other laws applicable thereto.

This Bond is also issued and sold upon a par with the Issuer's Water Revenue Bond, Series 2013 in the original principal amount of \$1,217,000 payable to Zions First National Bank (collectively, the "Prior Lien Bond"). The Series 2018 Bond and the Prior Lien Bond shall be entitled to any priority one over the other in the application of the Net Revenues of the System (as defined in the Master Resolution described below) pledged to the payment of this Bond and the Prior Lien Bond, regardless of the time or times of their issuance or delivery and there shall be no priority between this Bond or this Bond and the Prior Lien Bond in any rights provided in this Master Resolution for entitlement to payment or provisions made for payment.

This Bond is a special obligation of the Issuer and is the only one of an issue of a total series of fully-registered Parity Water Revenue Bond, designated as "Parity Water Revenue Bond, Series 2018", in the aggregate principal amount of \$346,000, dated as of the date set forth below and is issued under, by virtue of, in full conformity with and after full compliance with the Constitution and laws of the State of Utah, including particularly the Utah Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended, the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated, 1953, as amended, (collectively the "Act") and a Master Resolution dated *, 2018, authorizing this Bond (the "Master Resolution"), for the purpose of paying all or part of the cost of construction of water system improvements, including the installation of a waterline located inside of a trans-mountain tunnel, together with related improvements (the "Project") including, without limitation, all fees and expenses reasonably incurred in connection therewith and with the issuance of such bonds as may be properly payable from the proceeds thereof. Principal on this Bond is payable solely from the revenues, funds and other monies pledged or provided therefor under the terms of the Master Resolution

This Bond is dated as of date of delivery and is duly issued under and by virtue of the Act and under and pursuant to the Master Resolution. A copy of the Master Resolution is on file at the office of the City Recorder of the Issuer in Ephraim, Utah, and reference to the Master Resolution and to the Act is made for a description of the pledge and covenants securing the Series 2018 Bond, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the Bond is issued and a statement of the rights, duties, immunities and obligations of the Issuer. Such pledge and other obligations of the Issuer under the Master Resolution may be discharged at or prior to the maturity or redemption of the Series 2018 Bond upon the making of provision for the payment thereof on the terms and conditions set forth in the Master Resolution.

To the extent and in the respects permitted by the Master Resolution, the Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under

the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

This Bond is transferable, as provided in the Master Resolution, only upon the books of the Issuer kept for that purpose at the office of the City Recorder of the Issuer by the registered owner hereof in person or by his attorney duly authorized in writing. The Issuer may treat and consider the person in whose name this Series 2018 Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest, if any, payable hereon and for all other purposes whatsoever.

Subject to the provisions of the Master Resolution, the Series 2018 Bond is issuable in fully registered form, without coupons, in a denomination equal to the aggregate principal amount of the Series 2018 Bond or, upon exchange, in the denomination of \$1000 and any integral multiple thereof.

This Bond is subject to redemption at any time at the option of the Issuer in whole or in part (if in part, in integral multiples of \$1000) in inverse order of the due date of the principal installments hereon, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so redeemed, and without premium. The registered owner of this Series 2018 Bond, by acceptance hereof, agrees to endorse each such redemption on the Prepayment Record attached hereto.

Notice of redemption shall be given by the Issuer by registered mail, not less than 30 days nor more than 45 days prior to the redemption date, to the registered owner of this Bond, at his address as it appears on the bond registration books of the Issuer, or at such address as he may have filed with the Issuer for that purpose. Each notice of redemption shall state the redemption date and the principal amount to be redeemed.

If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated.

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

In accordance with Section 265 of the 1986 Internal Revenue Code, the Issuer designates this Bond as an issue qualifying for the exception to the rule denying banks and other financial institutions the deduction for interest expenses allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of qualified tax-exempt obligations (other than private activity bonds as defined in Section 141 of the 1986 Internal Revenue Code) which will be issued by the Issuer and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. The total amount of obligations designated by the Issuer and all aggregated issuers for

the current calendar year does not exceed \$10,000,000.

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

IN WITNESS WHEREOF, Ephraim City, Sanpete County, Utah, has caused this Bond to be signed by its Mayor and attested and countersigned by its City Recorder and the official seal of Ephraim City, Sanpete County, Utah, to be impressed or imprinted hereon, all as of the ____ day of _____, 2018.

EPHRAIM CITY

(DO NOT SIGN-FORM ONLY)

By _____

Mayor

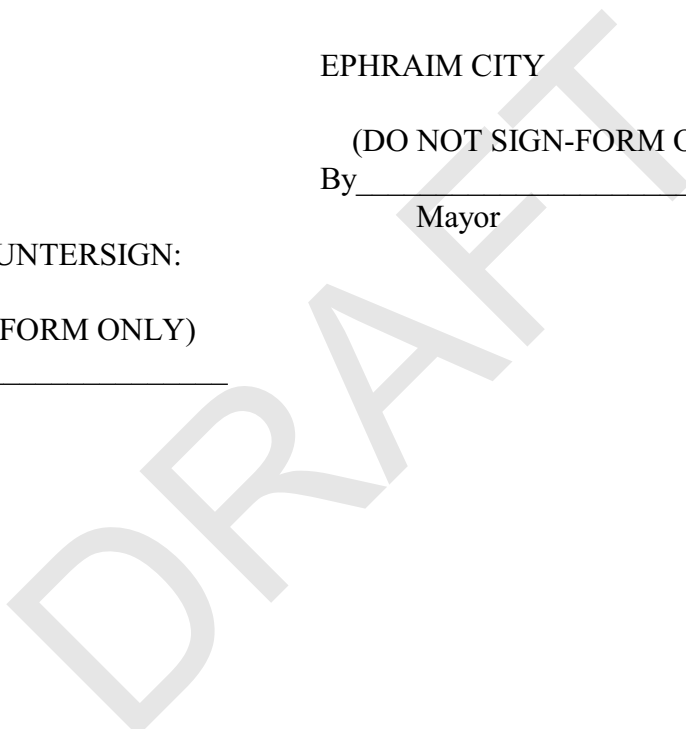
ATTEST AND COUNTERSIGN:

(DO NOT SIGN-FORM ONLY)

By _____

City Recorder

(SEAL)



REGISTRATION CERTIFICATE

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

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
_____	State of Utah, Permanent Community Impact Fund Board 1385 South State, Fourth Floor Salt Lake City, Utah 84115	_____
_____	_____	_____
_____	_____	_____

DRAFT

PAYMENT RECORD

I, the undersigned registered owner or authorized officer of the registered owner of the bond to which this Payment Record is attached (the "Owner"), hereby certify that the Owner has received from Ephraim City, Sanpete County, Utah, the amounts indicated below on the dates set forth opposite such amounts in repayment of the loan of \$346,000 to Ephraim City, Sanpete County, Utah, as referenced by the bond to which this Payment Record is attached, and have placed my signature in the space provided opposite such amounts to evidence receipt of same.

As long as the State of Utah, Permanent Community Impact Fund Board, Salt Lake City, Utah is the registered owner of the bond to which this Payment Record is attached, the Chairman of said Board or designee, shall sign below as the owner of such bond.

<u>Date Due</u>	<u>Amount</u>	<u>Interest Paid</u>	<u>Principal Paid or Prepaid</u>	<u>Date Due</u>	<u>Remaining Unpaid Principal Balance</u>	<u>Name, Title and Signature of Owner or Authorized Officer Thereof</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

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

_____ /

Insert Social Security or Other
Identifying Number of Assignee

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of Ephraim City, Sanpete County, Utah, and does hereby irrevocably constitute and appoint _____ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange or a commercial bank or trust company.

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

Section 2.7. Exchange of the Series 2018 Parity Water Revenue Bond for Serial (Exchange) Bonds. It is recognized that the Community Impact Board may sell or otherwise transfer the Series 2018 Bond pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated, 1953, as amended, or otherwise. The Series 2018 Bond, may be exchanged at the office of the Issuer for a like aggregate principal amount of Serial Bonds in accordance with the provisions of this Section 2.7. Serial Bonds shall be substantially in the form set forth in Section 2.8 hereof and shall be in increments of \$1000. Each Principal Installment on the Series 2018 Bond not previously paid or cancelled shall be represented by an equivalent principal amount of Serial Bonds, in authorized denominations and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2018 Bond for Serial Bonds and the Issuer shall pay or cause to be paid all costs and other charges incident to such exchange.

Section 2.8. Form of Serial Bond. The Serial Bond shall be in substantially the following form:

REGISTERED

REGISTERED

No. R-__

\$ _____

**UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF SANPETE
EPHRAIM CITY**

PARITY WATER REVENUE BOND, SERIES 2018

**[SEE REVERSE
SIDE FOR
ADDITIONAL
PROVISIONS]**

**INTEREST
RATE
2.5%**

**MATURITY
DATE
October 1, ____**

**DATED
DATE
_____, 20__**

Registered Owner:

Principal Amount: _____ **DOLLARS**

KNOW ALL MEN BY THESE PRESENTS that Ephraim City, Sanpete County, Utah (the "Issuer"), acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender hereof, the principal amount identified above, bearing interest from the Original Issue Date, at the rate of Two and one-half (2.5 %) percent per annum. If the principal amount of this

Bond and any installment of interest is not paid when due, said principal and/or interest shall bear interest at the rate of eighteen (18%) per annum from said due date until paid. Principal of, premium, if any, and interest on this Bond shall be payable at the office of the registered owner. The principal of, premium, if any, and interest on this Bond shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Payments received on this Bond shall be applied first to the payment of interest payable and then to principal.

Interest on this Bond shall be mailed to the registered owner hereof at his address as shown on the records of the Issuer on October 1st of each year until the total principal amount of this Bond, plus all accrued interest hereon, is paid in full. In the event this Bond is exchanged for Serial Bonds as herein provided, interest will continue to accrue from October 1st previous to date of exchange and shall be payable commencing on the first October 1st following the dated date of said Serial Bonds.

THE ISSUER IS OBLIGATED TO PAY PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THIS BOND SOLELY FROM THE REVENUES (THE "REVENUES") DERIVED FROM THE ISSUER'S CULINARY WATER SYSTEM ("SYSTEM") AND OTHER FUNDS OF THE ISSUER PLEDGED THEREFOR UNDER THE TERMS OF THE MASTER RESOLUTION (AS HEREINAFTER DEFINED). THIS BOND IS NOT A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION ON INDEBTEDNESS. PURSUANT TO THE MASTER RESOLUTION, REVENUES FROM THE SYSTEM HAVE BEEN PLEDGED AND WILL BE SET ASIDE INTO SPECIAL FUNDS BY THE ISSUER TO PROVIDE FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THIS BOND AND ALL BONDS OF THE SERIES OF WHICH IT IS A PART.

This Bond is also issued and sold upon a par with the Issuer's Water Revenue Bond, Series 2013 in the original principal amount of \$1,217,000 payable to Zions First National Bank (collectively, the "Prior Lien Bond"). Neither the Series 2018 Bond nor the Prior Lien Bond shall be entitled to any priority one over the other in the application of the Net Revenues of the System pledged to the payment of the Series 2018 Bond and the Prior Lien Bond, regardless of the time or times of their issuance or delivery and there shall be no priority between the Series 2018 Bond or the Prior Lien Bond in any rights provided in this Master Resolution for entitlement to payment or provisions made for payment.

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

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE

REVERSE SIDE OR AT THE END HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

In accordance with Section 265 of the 1986 Internal Revenue Code, the Issuer designates this Bond as an issue qualifying for the exception to the rule denying banks and other financial institutions the deduction for interest expenses allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of qualified tax-exempt obligations (other than private activity bonds as defined in Section 141 of the 1986 Internal Revenue Code) which will be issued by the Issuer and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. The total amount of obligations designated by the Issuer and all aggregated issuers for the current calendar year does not exceed \$10,000,000.

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

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

IN WITNESS WHEREOF, Ephraim City, Sanpete County, Utah, has caused this Bond to be signed in its name and on its behalf by its Mayor and [a facsimile of] its corporate seal to be [imprinted] [impressed] hereon and attested and countersigned by its City Recorder [(the signatures of said Mayor and City Recorder being by facsimile), and said officials by the execution hereof do adopt as for their own proper signatures their facsimile signatures appearing on each of the Bonds], all as of the Issue Date specified above.

EPHRAIM CITY
(FORM ONLY-DO NOT SIGN)

By _____
Mayor

ATTEST AND COUNTERSIGN:

(FORM ONLY-DO NOT SIGN)

By _____
City Recorder

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Master Resolution and is one of the Parity Water Revenue Bond, Series 2018, of Ephraim City, Sanpete County, Utah.

EPHRAIM CITY
as Bond Registrar

By _____
City Recorder

Date of Registration and Authentication:

Bond Registrar and Paying Agent:

Ephraim City, Sanpete County, Utah

[FORM OF REVERSE SIDE OF OR TO BE APPENDED TO THE BONDS]

This Bond is a special obligation of the Issuer and is one of an issue of a total series of fully-registered Parity Water Revenue Bonds, designated as "Parity Water Revenue Bonds, Series 2018", in the aggregate principal amount of \$_____ dated as of the date set forth below, issued under, by virtue of, in full conformity with and after full compliance with the Constitution and laws of the State of Utah, including particularly the Utah Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended, the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated 1953, as amended, and a Master Resolution dated *, 2018, authorizing this Bond (the "Master Resolution"), for the purpose of paying all or part of the cost of construction of water system improvements, including the installation of a waterline located inside of a trans-mountain tunnel, together with related improvements (the "Project"), including, without limitation, all fees and expenses reasonably incurred in connection therewith and with the issuance of such bonds as may be properly payable from the proceeds thereof. Principal of, premium, if any, and interest, if any, on this Bond is payable solely from the revenues, funds and other monies pledged or provided therefor under the terms of the Master Resolution.

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

shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

The Bonds are dated as of _____, 2018 and are duly issued under and by virtue of the Act and under and pursuant to the Master Resolution. A copy of the Master Resolution is on file at the office of the City Recorder of the Issuer in Ephraim City, Utah, and reference to the Master Resolution and to the Act is made for a description of the pledge and covenants securing the Bonds, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the Bonds are issued and a statement of the rights, duties, immunities and obligations of the Issuer. Such pledge and other obligations of the Issuer under the Master Resolution may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Master Resolution.

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

Subject to the provisions of the Master Resolution, the Bonds are issuable in fully registered form, without coupons, in the denomination of \$1000 and any integral multiple thereof.

The Bonds are subject to redemption at any time at the option of the Issuer in whole or in part (if in part, in integral multiples of \$1000) in inverse order of maturity upon notice given as hereinafter set forth, at a redemption price equal to the principal amount of each Bond or portion thereof to be so redeemed, and without premium.

If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed shall be selected as provided in the Master Resolution; provided, however, that subject to other applicable provisions of the Master Resolution, the portion of any Bond to be redeemed shall be in a principal amount equal to a denomination in which the Bond was authorized to be issued, and that in selecting Bonds for redemption, the Issuer shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$1000. If part but not all of a Bond in a denomination in excess of \$1000 is to be redeemed, the registered owner thereof shall present and surrender such Bond to the Issuer, and the Issuer shall execute and authenticate and

deliver to the registered owner thereof, without charge therefor, a Bond or Bonds of the same maturity for unredeemed balance of the principal amount of such Bond, all as more fully set forth in the Master Resolution.

Notice of redemption shall be given by the Issuer by registered mail, not less than 30 days nor more than 45 days prior to the redemption date, to the registered owner of this Bond, at his address as it appears on the bond registration books of the Issuer, or at such address as he may have filed with the Issuer for that purpose. Each notice of redemption shall state the redemption date and the principal amount and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds to be redeemed.

If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated.

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

DRAFT

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

/ _____ /

Insert Social Security or Other
Identifying Number of Assignee

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of Ephraim City, Sanpete County, Utah, and does hereby irrevocably constitute and appoint _____ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange or a commercial bank or trust company.

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

* * * * *

Section 2.9. Provisions for the registration of the Bonds set forth in Article III shall be applicable to the Series 2018 Bond.

ARTICLE III

SALE OF BOND; SYSTEM OF REGISTRATION

Section 3.1 Sale of Bond. The proceeds of the sale of the Series 2018 Bond shall be deposited at the time of sale in the Escrow Account as defined in Article I herein to be administered by the Escrow Agent. All monies so deposited in said fund shall be used solely for the purpose of

acquiring the necessary property and constructing improvements, additions and extensions to the System, including any architectural, engineering, legal, fiscal agent and other expenses incidental thereto.

Any unexpended proceeds remaining in said Escrow Account after completion of the Project shall be paid immediately into the "Ephraim City, Sanpete County, Utah Series 2018 Parity Water Revenue Bond Fund" hereafter described. The said unexpended proceeds shall be used only for the prepayment of amounts of principal due or to become due on the Bonds in inverse order of maturities or for redemption of any Serial Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof and as provided in the Escrow Agreement. Redemptions made under this condition shall be made pro-rata, in direct proportion to the respective amounts then remaining unpaid under the Bonds. Any bonds so redeemed shall be cancelled and shall not be reissued. Following the transfer of unexpended funds from the Escrow Account to the said Revenue Fund, the Escrow Account will be closed.

Section 3.2. Registration and Exchange of Bonds.

(a) This Article shall constitute a system of registration within the meaning and for the purpose of Chapter 7 of Title 15, Utah Code Annotated, 1953, as amended. The Issuer shall cause books for the registration and for the transfer of the Bonds to be kept at the office of its City Recorder.

(b) Upon surrender for transfer of any of the Bonds at the office of the Issuer, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Issuer and duly executed by the registered owner or his attorney duly authorized in writing, the City Recorder or other duly authorized official of the Issuer shall note the name of the transferee or transferees and the date of the transfer in the place provided on the back of the Bonds and shall affix his or her official signature thereon. The City Recorder shall thereupon deliver the Bond or Bonds to the transferee and shall enter in the registration books of the Issuer the name and address of the transferee.

(c) The Issuer shall not be required to transfer any of the Bonds during the period from the fifteenth day of the month next proceeding any Payment Date on the Bonds to and including such Payment Date, nor to transfer the Bonds during a period of 15 days next preceding mailing of a notice of prepayment of any installment, or portion thereof, on the Bonds.

(d) The person in whose name the Bonds shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and the Issuer shall not be affected by any notice to the contrary. Payment of the principal of and interest on the Bonds shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds to the extent of the sum or sums so paid.

(e) No service charge shall be made by the Issuer for any transfer of the Bonds but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Bonds.

(f) Prior to making any transfer of the Bonds as provided in this Section, the City Recorder shall verify that the payment record and prepayment record attached to the Bonds have been accurately completed as of the date of such transfer and, if necessary, conform such payment record and prepayment record to accurately reflect all payments of principal on the Bonds, based on the records and information with respect to such Bonds maintained by the Issuer and the registered owner surrendering such Bonds.

Section 3.3. Mutilated, Lost, Destroyed or Stolen Bond. If any of the Bonds shall become mutilated, the Issuer, at the expense of the registered owner thereof, shall execute and deliver a new Bond of like tenor in exchange for the Bond so mutilated, but only upon surrender to the Treasurer of the Bond so mutilated, which Bond shall thereupon be cancelled by the Issuer. If the Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Issuer and if such evidence be satisfactory and given, the Issuer, at the expense of the registered owner thereof, shall execute and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if the entire principal amount of the Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same without surrender thereof). Any Bond issued under the provisions of this Section in lieu of a Bond alleged to be lost, destroyed or stolen shall constitute an additional contractual obligation of the Issuer and shall be equally and proportionately entitled to the benefits of this Master Resolution. The Issuer shall not be required to treat both the original Bond and the duplicate Bond as being Outstanding for the purpose of determining the principal amount of the Bond and Parity Bonds which may be issued under this Master Resolution or for the purpose of determining any percentage of the Bond or Parity Bonds Outstanding under this Master Resolution, but both the original and duplicate Bond shall be conformed by the City Recorder to accurately reflect all payments of principal on the lost, destroyed or stolen Bond, based on the records and information with respect to such lost, destroyed or stolen Bond maintained by the Issuer and the registered owner of the Bond.

ARTICLE IV

FLOW OF FUNDS

Section 4.1. Pledge Effected by the Master Resolution.

(a) The Bond is a special obligation of the Issuer payable from and secured by the Revenues. There is hereby pledged for the payment of the principal of, prepayment premium, if any, and interest on the Bond in accordance with its terms and the provisions of this Master Resolution, subject only to the provisions of this Master Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Resolution, (i) the proceeds of sale of the Bond, (ii) the Revenues, and (iii) all funds established hereunder, including the investments,

if any, thereof. Except as otherwise provided in this Section, the Bonds and Note herein authorized shall enjoy complete priority of lien on the Revenues.

(b) In no event shall the Bond be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System.

Section 4.2. Establishment of Funds. The following funds are hereby established and confirmed:

- (1) Revenue Fund, to be held by the Issuer;
- (2) Bond Fund, to be held by the Issuer; and
- (3) Reserve Fund, to be held by the Issuer.

Section 4.3. Revenue Fund.

(a) There shall be deposited into the Revenue Fund, as received, the Revenues of the System. The Revenue Fund shall be deposited with the Depository and the monies credited to said Revenue Fund shall be expended only in the manner herein specified.

(b) Expenses of Maintenance and Operation shall be paid by the Issuer from time to time as they become due and payable and shall be a first charge on the Revenue Fund.

Section 4.4. Flow of Funds.

(a) After payment of Expenses of Maintenance and Operation then due the Issuer shall transfer, or cause the Depository to transfer, to the extent of monies available in the Revenue Fund, to the following funds in the following order the amounts set forth below:

(1) In the Bond Fund, in each month, one-twelfth of the amount of the principal and interest payable on the Series 2018 Bond on the next succeeding Payment Date, and one-twelfth of the amount of the payment on the Prior Lien Bond on the next payment date under the Prior Lien Bond. In the event revenues are insufficient to fully fund the Series 2018 Bond and the Prior Lien Bond, amounts shall be deposited to the respective Bond Funds on a pro rata basis based upon the respective face amount of each bond as compared to the combined face amount of the Series 2018 Bond and all Prior Lien Bond then outstanding.

(2) In the Reserve Fund, (i) on a monthly or annual basis such amounts as required to satisfy the Reserve Fund Requirement with respect to each of the Prior Lien Bond, and (ii) a sum equal to the Reserve Fund Installment so as to cause to be on deposit in the Reserve Fund an amount equal to the Reserve Fund Requirement not later than 72 months following

the commencement of such monthly transfers.

If monies shall ever be paid out of the Reserve Fund, monies shall be deposited, in addition to other deposits required by this paragraph (2), into the Reserve Fund from available Revenues (after making all other payments of Expenses of Maintenance and Operation and deposits into the Reserve Funds heretofore provided in this Section) to the extent necessary to cause the amount paid out to be replaced.

If available Revenues in the Revenue Fund (after payment of Expenses of Maintenance and Operation and deposits into the Bond Fund) are not sufficient to allow the deposit of the full amount payable to all reserve funds, then those available revenues shall be allocated among the reserve funds on a pro rata basis, based upon the relative amount of the required installments then due as to each reserve fund. In addition, if amounts are subsequently withdrawn from the reserve funds as provided in Section 4.6, the Issuer shall thereafter make deposits from first available Revenues to the Reserve Fund created herein, in such amounts as is necessary to restore the amounts withdrawn; provided, however, that such deposits shall be made on a pro rata basis among said reserve funds until the amounts withdrawn have been fully restored.

(b) Amounts remaining in the Revenue Fund after payment of the amounts required by paragraphs (1) and (2) subsection (a) of this Section and not required to meet Expenses of Maintenance and Operation or used for remedying any deficiencies in the payments previously made to the funds herein established, may be used, at the option of the Issuer and to the extent permitted by law, (1) to purchase or prepay any Bond in accordance with the provisions hereof governing prepayment of the Bond authorized hereunder in advance of maturity or, in the case of Future Parity Bonds, in accordance with the provisions of the resolution authorizing such Future Parity Bonds governing prepayment of such Future Parity Bonds in advance of maturity, including payment of expenses in connection with such purchase or prepayment; (2) to pay the principal or prepayment price of and interest on any bonds, including general obligation or junior lien revenue bonds of the Issuer issued to acquire, construct, improve or extend the System; (3) to pay the costs of capital improvements to the System; and (4) for any other lawful purpose, including, without limitation, payment of other obligations of the Issuer.

Section 4.5. Bond Fund. Monies in the Bond Fund shall be used for the purpose of paying principal, prepayment premium, if any, and any applicable interest when due on the Bonds. The Bond Fund shall be kept on deposit with the Depository.

Section 4.6. Reserve Fund. In the event that the money on deposit in the 2018 Bond Fund on the final day of any month is less than the amount required to be in such Fund pursuant to Section 4.4(a)(1) hereof, then the Issuer shall cause any funds on deposit in the respective Reserve Fund to be immediately transferred by the Depository to such corresponding Bond Fund in the amount required to eliminate the deficiency in such Bond Fund(s). The Reserve Fund shall be kept on deposit with the Depository.

Section 4.7. Investment of Funds. All money maintained on deposit with the Depository shall be held as special and not as general deposits, the beneficial interest in which shall be in the registered owners from time to time of the Bonds. All money so maintained on deposit with the Depository shall be secured to the fullest extent required or permitted by the laws of the State of Utah pertaining to the securing of public deposits. All or part of the money in the Bond Fund and in the Reserve Fund shall be invested by the Depository, at the direction of the Issuer, in Permitted Investments, but any such investments so made shall always be such that the obligations mature or become optional for redemption in amounts and at times so as to assure the availability of the proceeds thereof when needed for the purpose for which such funds were created. Interest received on all such investments permitted hereunder shall be deposited in the Revenue Fund, except that at any time less than the required amount is on deposit in either the Bond Fund and the Reserve Fund, then interest attributable to such fund, respectively, shall be deposited into such fund. Whenever any money so invested from the Bond Fund and the Reserve Fund is needed for the purpose for which such fund was created, such investments, to the amount necessary, shall be liquidated by the Depository at the direction of the Issuer, and the proceeds thereof applied to the required purpose.

Section 4.8. Use of Funds When Reserves Sufficient to Pay Outstanding Bonds. Whenever there is sufficient available money in the Bond Funds and in the respective Reserve Fund to pay in full all principal and interest under these Bonds and all Bonds in accordance with their terms and the terms of this Master Resolution or, in the case of Future Parity Bonds, the resolutions authorizing the issuance of such Future Parity Bonds, the money in such funds shall be used for such purpose and no other purpose but no additional payments need to be made into either fund unless necessary to replace monies lost or otherwise dissipated therefrom.

ARTICLE V

COVENANTS AND UNDERTAKINGS

Section 5.1. Punctual Payment. The Issuer will punctually pay or cause to be paid the principal, the prepayment premium, if any, and any applicable interest when due on the Bonds, in strict conformity with the terms of the Bonds and of this Master Resolution or, in the case of Future Parity Bonds, the resolutions authorizing the issuance of such Future Parity Bonds, according to the true intent and meaning thereof. The Issuer agrees that there shall be no grace period as to the date of any payment required to be made pursuant to the terms of the Bond and of this Master Resolution or, in the case of Future Parity Bonds, the resolutions authorizing the issuance of such Future Parity Bonds.

Section 5.2. Operation and Maintenance. The Issuer will cause the System to be operated continuously for the furnishing of System services to the inhabitants of the Issuer, to the extent practicable under conditions as they may from time to time exist, in an efficient and economical manner, and will at all times cause to be maintained, preserved and kept, the System, including all parts thereof and appurtenances thereto, in good repair, working order and condition, and in such manner that the operating efficiency thereof will be of high character. The Issuer will from time to

time cause to be made all necessary and proper repairs and replacements so that the rights and security of the registered owners of the Bonds may be fully protected and preserved, and will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Utah, including the making and collecting of sufficient rates, fees and charges as appropriate, for all services supplied by the System and the segregation and application of the Revenues of the System in the manner provided in this Master Resolution.

Section 5.3. Compliance with Contracts and Agreements; Maintenance of Revenues.

(a) The Issuer will comply with all terms, covenants and provisions, express or implied, of all contracts and agreements entered into by it for System use and services and all other contracts or agreements affecting or involving the System or the business of the Issuer with respect thereto, and will fix and collect rates, fees and charges, as appropriate for all services supplied by the System fully sufficient, after making due allowance for delinquencies in collection, to provide for the payment of the Expenses of Maintenance and Operation, to provide for the payment of all obligations payable from the Revenues of the System, including the Bonds, as and when the same become due and payable, and to establish the Bond Fund and the Reserve Fund and to make the deposits into the Bond Fund and the Reserve Fund as hereinabove required.

(b) In order to assure full and continuous performance of the covenants contained by sub-section (a) of this Section with a margin for contingencies and temporary unanticipated reduction in Revenues, the Issuer hereby covenants and agrees that it will, at all times while any of the Bonds shall be outstanding, continue in effect and establish, fix, prescribe and collect rates and charges for the sale or use of System services furnished by the Issuer which, together with any other income, are reasonably expected to yield Net Revenues equal to at least 1.25 times the aggregate annual debt service on all Bonds issued hereunder, and Future Parity Bonds which will be outstanding in the forthcoming year.

(c) If at any time the Revenues arising from such rates, fees and charges, as appropriate, shall not be sufficient to make all such payments promptly as herein required, the Issuer shall revise the rates, fees and charges, as appropriate, to the users of System services so that such deficiency will be remedied before the end of the next ensuing Year. If the Issuer shall fail to revise such charges as herein required, the registered owners of not less than ten percent (10%) in aggregate principal amount of the Outstanding Bonds, whether or not any of the Bonds shall then be in default, shall have authority, to the extent permitted by law, to bring an appropriate action in any court of competent jurisdiction to compel the Governing Body to carry out the provisions of this Section.

Section 5.4. Delinquencies; Single Billing.

(a) If any delinquent charge for System services, with applicable penalty and interest, is not paid in full within 60 days from the date on which the charge has become delinquent, the Issuer will, when appropriate and necessary to effect collection, cause all System services to be discontinued to the delinquent customers or premises, or forbid further use of such services by such

customers or premises, to the extent permitted by law, until such delinquency, with penalties and interest has been paid in full. The Issuer further agrees in addition to the foregoing that it will do all things and exercise all remedies legally available to assure the prompt payment of all charges made for System services.

(b) The Issuer further covenants and agrees, to the extent permitted by law, that the Issuer will bill each customer receiving System services in a single bill, will refuse to accept payment for any of such services unless payment for the other services is also made, and if payment for any of such services is permitted to become delinquent and remain so for a period of 60 days, will treat such delinquency as provided in subsection (a) of this Section.

(c) If any customer or user of System services shall become delinquent for more than six months in the payment of his charges for such services, the Issuer agrees that, in addition to all of the remedies for which provision is made in this Master Resolution, the Issuer will proceed immediately, and it is hereby authorized to proceed, with a suit at law or in equity against such customer or user to recover the amount of any such delinquent charges, together with penalties and interest to the extent permitted by law.

Section 5.5. Consideration Required for Services. The Issuer will not permit System services to be supplied to any person, firm or corporation, public or private, or to any public agency or instrumentality including the Issuer without due consideration to be received in exchange therefor.

Section 5.6. Observance of Laws and Regulations; Permits, Licenses and Claims.

(a) The Issuer will well and truly keep, observe and perform all valid and lawful obligations or orders or regulations now and hereafter imposed on it by contract, or prescribed by any law of the United States of America or of the State of Utah, or by any officer, board or commission having jurisdiction or control over the Issuer or the System or both, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the Issuer, including its right to exist and carry on business, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired; provided, however, that the Issuer shall not be required to comply with any such orders so long as the validity or application thereof shall be contested in good faith.

(b) The Issuer shall at all times undertake reasonable efforts to perfect, and protect and maintain rights of any kind, all purchase contracts of any kind, and all permits, licenses and claims, necessary for the operation of the System.

Section 5.7. Payment of Taxes and Claims. The Issuer will, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon any of the properties of the System or upon the Revenues when the same shall become due, and will duly observe and conform to all valid requirements of any governmental

authority relative to any such properties. The Issuer will keep the System and all parts thereof free from judgments, mechanics' and materialmen's liens (other than those arising by mere operation of law from the construction of the Project and other improvements to the System which are promptly discharged in due course) and free from all other liens, claims, demands and encumbrances of whatsoever prior nature or character, to the end that the priority of the lien of this Master Resolution on the Revenues may at all times be maintained and preserved, and free from any claim or liability which might embarrass or hamper the Issuer in conducting its business.

Section 5.8. Accounts and Reports.

(a) The Issuer will maintain and keep proper books of record and accounts separate and apart from all other records and accounts of the Issuer, in which there shall be made full and correct entries of all transactions relating to the System and the Revenues. Not later than 90 days after the close of each fiscal year, the Issuer will cause an audit of such books and accounts to be made by an independent public accountant, or state auditing official, if appropriate, showing the receipts of and disbursements made for the account of the System. Each such audit, in addition to whatever matter may be thought proper by the accountant to be included therein, shall include the following:

- (1) A statement in detail of the income and expenditures of the System for such fiscal year;
- (2) A balance sheet as of the end of such fiscal year;
- (3) The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Master Resolution, and the accountant's recommendations for any change or improvements in the operation of the System;
- (4) A list of the insurance policies and fidelity bonds in force at the end of such fiscal year, setting out as to each policy and bond that amount of the policy, the risks covered, the name of the insurer and the expiration date;
- (5) The number and type or class, if applicable, of customers of the System, and the number of connections, if applicable, to the System;
- (6) The amount of money in each of the funds created in Article V hereof at the end of such fiscal year and the amount of money paid into and expended from each of said funds during such fiscal year;
- (7) To the extent applicable, a statement of all schedules of rates in effect at the close of the fiscal year and the aggregate dollar amount billed for the System services during such fiscal year and the Revenues received from charges for System services by types or classes of customers, if applicable;

(8) A list of the official titles of the Executive Officer and the City Recorder and members of the Governing Body, and the name of each person occupying said positions; and

(9) A general statement concerning any events or circumstances which might affect the financial status of the System.

All expenses incurred in the making of the audits required herein shall be regarded and paid as Expense of Maintenance and Operation. The Issuer further agrees to furnish a copy of each such audit to each Bondholder who shall request the same in writing. Any registered owner of any of the Bonds shall have the right to discuss with the accountant making the audit the contents of the audit and to ask for such additional information as he may reasonably require in connection with such audit. The Issuer agrees that said books of record and account herein referenced, and any and all other books, records and accounts of the Issuer relating to the System, shall at all reasonable times be open to inspection by any registered owner of any of the Bonds or their representatives duly authorized in writing, during normal business hours.

(b) The Issuer shall send a copy of each annual audit to the Community Impact Board without prior request or any notice to do so by the State.

Section 5.9. Insurance and Fidelity Bonds.

(a) The Issuer agrees to procure and maintain, or cause to be procured and maintained, insurance on the System and public liability insurance in such amounts and against such risks as are usually insurable in connection with similar systems and as is usually carried by municipalities operating similar systems.

(b) The Issuer further agrees to procure and maintain, or cause to be procured and maintained, adequate fidelity insurance or bonds on the positions of Executive Officer, City Recorder and on any other person or persons handling or responsible for funds of the Issuer related to the System.

(c) The provisions of this Section relating to the procurement and maintenance of insurance are subject to the condition that insurance of the type described herein is obtainable at reasonable rates and upon reasonable terms and conditions.

Section 5.10. Against Sale or Other Disposition of System Property Except Under Conditions. The Issuer will not sell, lease, encumber, alienate or in any manner dispose of the System or any substantial part thereof until all of the Bonds have been paid in full; provided, however, that nothing herein contained shall be construed to prevent disposal by the Issuer, upon prior written notice to the registered owners of the Bonds, of property which it deems has become inexpedient to use in connection with the System, when other property of equal value is substituted therefor.

Section 5.11. Against Competition with System Services. The Issuer, so far as it legally may, covenants and agrees that it will not operate or grant a franchise for the operation of any system competing with the System within the boundaries of the Issuer as long as any of the Bonds are Outstanding.

Section 5.12. Future Parity Bonds.

(a) The Issuer will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Revenues, unless such other bonds or obligations are made subordinate to the Bonds herein authorized; provided that at any time Future Parity Bonds may be authorized by resolution of the Governing Body if all the following conditions are met:

(1) The Issuer is in full compliance with all of the covenants and undertakings in connection with all Bonds of the Issuer then Outstanding and payable from the Revenues of the System;

(2) The Annual Net Revenues of the System for the 12 consecutive months ending with the calendar month next preceding the adoption by the Governing Body of the resolution authorizing the issuance and confirming the sale of the Future Parity Bonds, as shown by an audit rendered by an independent public accountant employed by the Issuer, when added to the estimated amount of the increase in such Annual Net Revenues for the first full twelve-month period in which the improvements, extensions, additions or betterments to the System to be acquired with the proceeds of the Future Parity Bonds will be in operation (such estimated amount to be evidenced by a certificate of an independent consulting engineer approved by the Governing Body of recognized skill and experience in the field of engineering matters related to the construction and maintenance of systems similar to the System), are equal to at least 1.25 times the maximum annual debt service on (i) all Series 2018 Bonds, Prior Lien Bond and Future Parity Bonds then outstanding plus (ii) the Future Parity Bonds then proposed to be issued;

(3) If the Future Parity Bonds are to be issued solely for the purpose of refunding a portion of the Bonds then outstanding then, for the purpose of making the calculation required under the foregoing paragraph, the maximum annual debt service on the Outstanding Bonds in any future Year shall take into consideration only Bonds that will remain outstanding after the issuance of such Future Parity Bonds, provided that if before the issuance and delivery of such Future Parity Bonds all of the Bonds theretofore issued will have been retired, nothing herein contained shall limit or restrict the issuance of any such Future Parity Bonds;

(4) Future Parity Bonds may be issued only for the purpose of acquiring, constructing, improving or extending the System, or for the purpose of refunding any outstanding Bonds, or for any combination of such purposes;

(5) The resolution authorizing the issuance of such Future Parity Bonds shall provide that the last maturity date of the Future Parity Bonds shall not be earlier than the last maturity date of any Bonds theretofore issued and then outstanding and shall provide for fixed serial maturities or mandatory minimum sinking fund payments, of any combination thereof, in such amounts as will be sufficient to provide for the payment or retirement of all such Future Parity Bonds on or before their respective maturity dates; and

(6) The payments required to be made into the various funds provided in Article V hereof must be current at the time of the issuance of such Future Parity Bonds;

(b) A certificate evidencing compliance with the foregoing requirements of this Section signed by the Executive Officer and attested and countersigned by the City Recorder shall be delivered to the State so long as it is the registered owner of any of the Bonds and to any other registered owner of any of the Bonds requesting a copy thereof, prior to the issuance of any Future Parity Bonds.

Section 5.13. Rights and Remedies of Bondholders.

(a) The registered owner of any outstanding Bonds from time to time shall be permitted the exercise of all rights and powers to which such registered owner is entitled under the Constitution and laws of the State of Utah.

(b) In addition to all other rights afforded by the Constitution and laws of the State of Utah, to the extent permitted by law, the Issuer agrees that the registered owner of any outstanding Bonds shall have the right (i) to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the officials of the Issuer to charge and collect rates for services supplied by the System sufficient to meet all requirements of this Master Resolution, and (ii) if any of the Bonds shall be permitted to default as to payment of principal, prepayment premium, if any, and interest thereon to apply to a court of competent jurisdiction to appoint a receiver for the System.

(c) Further, in the event of default the bondholder has the remedy to impose interest on the total outstanding principal balance of the Series 2018 Bonds at the rate of 18% per annum until the default is cured.

Section 5.14. Master Resolution to Constitute Contract Between the Issuer and the Holders of the Bond. The provisions of this Master Resolution shall constitute a contract between the Issuer and the registered owners from time to time of the Bond. After the issuance of any such Bond, no change, variation or alteration in the provisions of this Master Resolution may be made, except as provided in Article VII hereof. The provisions of such contract shall be enforceable by appropriate proceedings to be taken by any of such registered owners either at law or in equity, to the extent permitted by law.

Section 5.15. Compliance with Resolution. The Issuer will not issue, or permit to be issued, any bonds or other obligations in any manner other than in accordance with the provisions of this Master Resolution and will not suffer or permit any default to occur under this Master Resolution, but will faithfully observe and perform all of the covenants, conditions and requirements hereof. The Issuer will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Master Resolution and for the better assuring and confirming to the registered owners of the Bonds of the rights, benefits and security provided in this Master Resolution. The Issuer for itself, its successors and assigns represents, covenants and agrees with the registered owners of the Bonds, as a material inducement to the purchase of the Bonds, that so long as any of the Bonds shall remain outstanding and the principal thereof, prepayment premium, if any, or interest thereon shall be unpaid or unprovided for, it will faithfully perform all of the covenants and agreements contained in this Master Resolution and the Bonds.

Section 5.16. Power to Issue Bonds and Pledge Revenues and Funds; Power to Own the System and Collect Rates and Fees; Ownership of Project. The Issuer is duly authorized under all applicable laws to create and issue the Bonds and to adopt this Master Resolution and to pledge the Revenues purported to be pledged by Resolution in the manner and to the extent provided herein. The Bonds and the provisions of this Master Resolution are and will be the valid and legally enforceable obligations of the Issuer in accordance with the terms of the Bonds and the terms of this Master Resolution. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues under this Master Resolution and all the rights of the registered owners of the Bonds under this Master Resolution against all claims and demands of all persons whomsoever. The Issuer has, and will have so long as any Bonds are outstanding, good, right and lawful power to acquire, construct, improve, extend and own the Project and the System and to fix and collect rates, fees and charges, as appropriate, in connection with the System. The Issuer will, so long as any Bonds are Outstanding, own and operate the Project.

ARTICLE VI

MODIFICATION OR AMENDMENT OF RESOLUTION

Section 6.1. Amendments Permitted. The registered owners of seventy-five percent (75%) in principal amount of the outstanding Bonds (not including any Bonds which may then be held or owned by or for the account of the Issuer), shall have the right from time to time to approve the adoption by the Governing Body of any amendment to this Master Resolution which may be deemed necessary or desirable by the Governing Body; provided, however, that nothing herein contained shall permit or be construed to permit the modification of the terms and conditions in this Master Resolution or in the Bonds so as to:

- (1) Make any change in the maturity of the Bonds;
- (2) Reduce the rate of interest borne by any of the Bonds;

- (3) Reduce the amount of the principal payable on the Bonds;
- (4) Modify the terms of payment of principal of, prepayment premium, if any, or interest on the Bonds or impose any conditions with respect to such payment;
- (5) Affect the rights of the registered owners of less than all of the Bonds then Outstanding;
and
- (6) Make any change in the provisions of this Article.

Section 6.2. Notice of Proposed Amendment; Consent of Bondholders.

(a) If at any time the Governing Body shall have proposed an amendatory resolution, it shall cause the notice of the proposed adoption of such resolution to be sent by registered mail to the registered owners of the Bonds then Outstanding. No notice by publication shall be required.

(b) Whenever at any time within one year from the date of the mailing of said notice, there is filed in the office of the City Recorder an instrument or instruments executed by the registered owners of at least seventy-five percent (75%) in principal amount of the Bonds then Outstanding, specifically consenting to and approving the adoption of the amendatory resolution; thereupon, but not otherwise, said resolution shall become effective and the provisions thereof binding upon the registered owners of all of the Bonds then outstanding and no registered owners of any Bond then outstanding, whether or not he shall have consented to or shall have revoked any consent as in this Article provided, subject to the limitations of the subsequent paragraph, shall have any right to object to the adoption of such amendatory resolution or to the operation of any of the terms and provisions thereof.

(c) Any consent given by the registered owners of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of six months from the date of the mailing of the notice aforesaid and shall be conclusive and binding upon all future registered owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of mailing of such notice by the registered owners who gave such consent, or by a successor in title, by filing notice with the Governing Body in form satisfactory to the Governing Body of such revocation of consent, but such revocation shall not be effective if the registered owners of seventy-five percent (75%) in principal amount of the Bonds then Outstanding have prior to the attempted revocation consented to and approved the amendatory resolution.

(d) Proof of the execution of any such instrument of consent or the ownership by any person of such Bonds shall be conclusive, if made in the manner provided in this Article. The fact and date of the execution by any person of any such instrument of consent may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgment of deeds, certifying that the person signing such instrument of consent acknowledged to him/her the execution thereof.

(e) The amount and number of Bonds owned by any person executing any such instrument of consent and the date of his holding the same may be proved by a certificate executed by any bank, trust company or member of the New York Stock Exchange, showing that on the date therein mentioned such person had on deposit with or exhibited under the claim of ownership to such bank, trust company or member of the New York Stock Exchange the Bonds therein described. The Governing Body may nevertheless in its discretion require further proof in cases where it deems further proof desirable.

ARTICLE VII

COVENANT AGAINST ARBITRAGE

Section 7.1. The Issuer covenants and agrees that, so long as the Bonds are outstanding, it will not take or omit to be taken, or permit to be taken or omitted to be taken, any action which will cause the interest on the bonds to be subject to federal income taxation. Without limiting the generality of the foregoing sentence, the Issuer in furtherance of the foregoing, covenants and agrees that it will not use or invest or cause to be used or invested any of the proceeds of the Bond in any manner which will cause the Bond to be an "arbitrage bond" within the meaning of Code Section 103 of the Internal Revenue Code as amended, and applicable regulations, including without limitations contained in an "Arbitrage Certificate" or other certificates of the Issuer delivered to the purchaser at the time of and in connection with the issuance and delivery of the Bond.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Discharge of Indebtedness. Any Bond and Future Parity Bonds shall not be deemed Outstanding when:

(1) It is cancelled because of payment or prepayment prior to maturity; or

(2) Cash funds for the payment or prepayment of such Bond or Parity Bond shall have been theretofore deposited with the Depository for such Bond or Parity Bond, respectively (whether upon or prior to maturity of or the prepayment date established for such Bond or Parity Bond); provided that if the Bond or Parity Bond is to be prepaid prior to maturity, notice of such prepayment shall have been given or waiver of such notice shall have been filed with the Issuer by the registered owner of the Bond or Parity Bond, respectively, to be prepaid and there shall have been deposited irrevocably and arrangements shall have been made with the Depository to assure payment of all fees and expenses of the Depository to become due on and prior to the maturity or prepayment date, with no monies to be invested in any investments but direct obligations of or obligations guaranteed by the United States of America, maturing and bearing interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due.

Section 8.2. Execution of Escrow Agreement. The Executive Officer and the City Recorder are hereby authorized and directed to execute and deliver an Escrow Agreement to the parties thereto, with such changes, if any, as the Executive Officer may direct prior to such execution and delivery. Said execution of the Escrow Agreement shall constitute conclusive evidence of the approval thereof by the Executive Officer.

Section 8.3. Depository. The Depository hereunder shall be a Qualified Depository. If at any time the Depository hereunder shall cease to be a Qualified Depository, the Issuer shall, as soon as reasonably practicable, select a successor thereto who shall be a Qualified Depository.

Section 8.4. Resolution Not to be Construed to Make the Bond an Indebtedness of the Issuer. Nothing in this Master Resolution shall be construed in such a manner as to result in making the Bond an indebtedness of the Issuer, and if it shall ever be held by any court of competent jurisdiction that any or all of the provisions of this Master Resolution are invalid or that the enforcement of the provisions of this Master Resolution would make the Bond invalid or unenforceable, said provisions of this Master Resolution shall be considered to be null and void.

Section 8.5. Partial Invalidity. If any one or more articles, sections, paragraphs, clauses or provisions of this Master Resolution or the application thereof to any person or circumstances are held to be invalid by final decision in any court of competent jurisdiction, such invalidity shall not affect the other articles, sections, paragraphs, clauses and provisions of this Master Resolution which can be given effect without the article, section, paragraph, clause or provision so held to be invalid or the application of which is held to be invalid and shall not affect the application of such article, section, paragraph, clause or provision to other persons or circumstances and to this end the provisions of this Master Resolution are declared to be severable.

Section 8.6. Article and Section Headings. All references herein to "Articles", "Sections" and subdivisions are to the corresponding articles, sections or words of similar import refer to this Master Resolution as a whole and not to any particular Article, Section or subdivision hereof. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience or reference and shall not affect the meaning, construction or effect of this Master Resolution.

Section 8.7. Publication of Notice of Bonds to Be Issued. In accordance with the provisions of Section 11-14-316, Utah Code Annotated, 1953, as amended, the City Recorder has heretofore caused "Notice of Bonds to be Issued" to be published one (1) time in the Richfield Reaper, a newspaper having general circulation in Richfield, Utah, which is hereby confirmed and ratified.

Section 8.8. Conflicting Resolutions. All resolutions and parts thereof in conflict herewith and hereby repealed to the extent of such conflict.

Section 8.9. Effective Date. Immediately after its adoption, this Master Resolution shall be signed by the Mayor and the City Recorder shall have the official seal of the Issuer impressed or

imprinted hereon, shall be recorded in a book kept for that purpose and shall take immediate effect.

PASSED AND APPROVED this ____ day of _____, 2018.

EPHRAIM CITY

By _____
Mayor

ATTEST AND COUNTERSIGN:

By _____
City Recorder

[SEAL]

DRAFT