



NOTICE AND AGENDA

NOTICE IS HEREBY GIVEN TO THE HILDALE CITY COUNCIL AND THE PUBLIC, THAT THE HILDALE CITY COUNCIL WILL HOLD A COUNCIL MEETING ON WEDNESDAY THE 4TH DAY OF DECEMBER 2019 AT HILDALE CITY HALL, 320 EAST, NEWEL AVENUE, WHICH MEETING SHALL BEGIN AT 6:30 P.M. MDT.

THE AGENDA SHALL BE AS FOLLOWS:

1. WELCOME, INTRODUCTION AND PRELIMINARY MATTERS
2. PLEDGE OF ALLEGIANCE
3. CONFLICT OF INTEREST DISCLOSURES
4. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
5. PUBLIC COMMENT
6. COUNCIL COMMENTS
7. OVERSIGHT ITEMS:
 - A. FINANCIAL AND CHECK REGISTRY REVIEW AND APPROVAL
 - B. RATIFICATION OF UTILITY BOARD ACTIONS
 - C. UDOT REPRESENTATIVE REPORT
 - D. COMMUNITY OUTREACH: ATV AND MOTORCYCLE CLUB
 - E. CITY MANAGER'S REPORT
 - F. MAYOR'S REPORT
8. CONSENT AGENDA:
 - A. CONTRACT WITH PERMANENT COMMUNITY IMPACT FUND
 - B. LETTERS TO TENANTS IN INDUSTRIAL PARK
 - C. FIBER CONDUIT ACCESS AGREEMENT WITH HI-SPEED.US, LLC
 - D. BLM LEASE APPLICATION FOR MAXWELL PARK
9. UNFINISHED COUNCIL BUSINESS
 - A. SALE OF LOT 31 IN THE HILDALE INDUSTRIAL PARK TO PREFERRED PARTS LLC

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

- B. ORDINANCE ENACTING AMENDMENTS TO SECTION 112-34 RE: HOURS OF OPERATION FOR BEER GARDENS
- C. ORDINANCE ADOPTING AMENDMENT TO ZONING MAP RE: PLANNED DEVELOPMENT OVERLAY FOR SOUTH ZION ESTATES
- D. RESOLUTION AMENDING RULES OF ORDER AND PROCEDURE
- 10. NEW COUNCIL BUSINESS
 - A. AMENDMENT TO ZONING MAP RE: REZONE OF 680 N ELM ST (LOT 30, SHORT CREEK SUBDIVISION 2) (KYLE LAYTON, PLANNING AND ZONING DIRECTOR)
 - B. TEMPORARY LAND USE ORDINANCE RE: REQUIRED OFF-SITE IMPROVEMENTS (CHRISTIAN KESSELRING, CITY MANAGER)
 - C. RESOLUTION DELINEATING CRITERIA FOR DEVELOPMENT IMPACT FEE WAIVERS (CHRISTIAN KESSELRING, CITY MANAGER)
- 11. EXECUTIVE SESSION (AS NEEDED)
- 12. CALENDAR OF UPCOMING EVENTS
- 13. SCHEDULING
- 14. ADJOURNMENT

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

Hildale City Council Meeting

25 South Central Street., Colorado City Arizona
Monday, September 16, 2019, 5:15 pm

Present:

Mayor: Donia Jessop (Excused)

Council Members: Stacy Seay, JVar Dutson, Jared Nicol, Maha Layton, Lawrence Barlow

City Recorder: Vincen Barlow

City Manager: Christian Kesselring

Public Vance Barlow, Heber White

#1 Call to Order/Roll Call

Meeting called to order at 5:30 pm. Roll was taken, quorum present.

#2. Pledge of Allegiance

The Pledge of Allegiance to place during the Colorado City Meeting

#3 Executive Session to discuss pending or reasonably imminent litigation (Utah Code 52-4-204)

Jared Nicol moved to go into Executive Session for the discussion of pending or reasonably imminent litigation.

Stacy Seay seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

The Executive Session of the Hildale City Council is hereby adjourned, and we now return to the public portion of this meeting.

#4. Adjournment

With no other business, meeting adjourned at 6:00 pm.

I verify that a copy of the notice and agenda was delivered to the Mayor and City Council members and posted at the City Hall, 320 E. Newel Avenue, Hildale, Utah and sent to the Utah State Public Meeting Notice coordinator.

Minutes were approved at the City Council Meeting on , 2019.

Vincen Barlow, City Recorder

DRAFT

Hildale City Council Meeting

320 East Newel Avenue, Hildale, Utah 84784
Friday, September 27, 2019 12:00 pm

Present:

Mayor: Donia Jessop

Council Members: Stacy Seay, Lawrence Barlow, Jared Nicol (by phone), JVar Dutson

City Recorder: Vincen Barlow

City Manager: Christian Kesselring

Staff: Kyle Layton, Mariah La Corti

Public: None

#1 Call to Order

Meeting called to order at 12:00 pm. Roll was taken, quorum present. JVar Dutson arrived at 12:05.

#2. Pledge of Allegiance

All joined in the Pledge of Allegiance.

#3. Public Hearing

Lawrence Barlow moved to open the public hearing on Funding Sources for the General Plan.

Stacy Seay seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton			
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

Christian presented. He read aloud a public hearing information handout. No public were present to give any input.

Lawrence Barlow moved to close the public hearing.

Stacy Seay seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton			

Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#4. Consideration and Possible Action on Funding Sources for the General Plan

No action required.

#5 Adjournment

With no other business, meeting adjourned at 12:08 pm.

I verify that a copy of the notice and agenda was delivered to the Mayor and City Council members and posted at the City Hall, 320 E. Newel Avenue, Hildale, Utah and sent to the Utah State Public Meeting Notice coordinator.

Minutes were approved at the City Council Meeting on _____.

Vincen Barlow, City Recorder

Hildale City Council Meeting

320 East Newel Avenue, Hildale, Utah 84784

Wednesday, October 2, 2019, 6:30 pm

Present:

Mayor: Donia Jessop
Council Members: Stacy Seay, JVar Dutson, Jared Nicol, Maha Layton, Lawrence Barlow
City Recorder: Vincen Barlow
City Manager: Christian Kesselring
Staff: John Barlow (by phone), Harrison Johnson, Kyle Layton
Court Monitor: Roger Carter
Public: Joan Barlow, Elissa Wall, Vance Barlow, Joseph Allred, Art Jeffs, Jerusha Jeffs, Willie Jessop, Ralph Johnson Jr, Sam Musser (this list may be incomplete)

#1 Call to Order/Roll Call

Meeting called to order at 6:29 pm. Roll was taken, quorum present.

#2. Pledge of Allegiance

Jared led the crowd in the Pledge of Allegiance.

Mayor Jessop presented a proclamation on domestic violence

#3. Conflict of Interest Disclosures

Councilmembers were reminded that if something comes up on the agenda, the conflict of interest must be stated verbally, in addition to being on the disclosure.

#4. Approval of Meeting Minutes

Maha Layton moved to approve the minutes of the September 4, 2019
Lawrence Barlow seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#5. Public Comment

#6. Council Comments

Hildale City Council – October 2, 2019

Lawrence Barlow expressed his desire for an “Informational Summary” agenda item, and how to get the rules changed.

Jared expressed appreciation on getting the conflict disclosures in and being as transparent as we can be.

JVar stated that he would like to see us continue to move forward and maintain a positive relationship with the U.E.P. on the water issues. He also had some concerns with the property on the corner of Richard Street and Utah Avenue, and wants the dog issue in the community to remain a topic of discussion.

#7. Oversight Items

A. Financial and Check Registry Review and Approval

JVar Dutson moved to pay the bills as they become due and the funds become available. Maha Layton seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

B. Ratification of Utility Board Actions

Utility Board Action Items:

Temporary Labor Program

Gas Department Sales Initiative

Pay Bills

JVar Dutson moved to ratify the action items from the August 29, 2019 Utility Board Meeting. Stacy Seay seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

C. City Manager’s Report

Christian presented. He reported on moving forward with the General Plan Funding, planning and zoning, economic development, the Hildale City Industrial Park, Maxwell park improvements and vandalism, police department, public works projects, Community Outreach starting adult kickball, water remediation, injunction compliance, city prosecutor, grant application to Community Impact Board, and personnel changes.

D. Mayor's Report

Mayor Jessop reported on her and Christian's trip to ULCT meeting, presentation to UBDC, met with most of the staff and council, and Honor 365.

E. Presentation to Council by Representative of South Zion Estates

Willie Jessop gave the council an update on the status of his project "The Heights at South Zion". He expressed his appreciation for the help that he received from city staff in obtaining information that he needed on infrastructure. He is hoping to break ground in November. He would like to see the city council get involved with BLM on designing some parks.

Kyle took a few minutes to explain the process moving forward and his appreciation working with the staff of The Heights at South Zion.

#8. Consent Agenda

A. Amendment to Park Maintenance Agreement with UEP Trust

Maha Layton moved to approve consent agenda item B Statewide Utility License Agreement with UDOT, item C Ratification of Insurance Binder with Olympus Insurance for Public Officials and Law Enforcement Liability, and item D Ratification of Cleargov Annual Service Agreement.

Lawrence Barlow seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

B. Statewide Utility License Agreement with UDOT

Item A moved to new council business for discussion.

C. Ratification of Insurance Binder with Olympus Insurance for Public Officials and Law Enforcement Liability

D. Ratification of Cleargov Annual Service Agreement

#9. Unfinished Council Business

Hildale City Council – October 2, 2019

A. Lot 31 in the Hildale Industrial Park (Stacy Seay, Councilmember)

City Recorder read into the record the motion that was tabled from the September 4, 2019 meeting.

Stacy Seay moved to direct staff to evaluate the sale of Lot 31 to Preferred Parts based on the 2014 proposal.

After additional discussion on the issues with it being based on the 2014 proposal and the legal concerns.

Stacy Seay moved to direct staff to evaluate the sale of Lot 31 to Preferred Parts based on the 2014 proposal. Seconded by JVar Dutson

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

#10. New Council Business

Agenda item 8a.

Amendment to Park Maintenance Agreement with UEP Trust

Christian presented. There have been changes with the Park and UEP personnel, Jason Cooke has gone to work for the UEP and is maintain the Cottonwood Park. We are looking into a maintenance agreement with the UEP to maintain the cemeteries in Hildale.

JVar expressed his appreciation on how the Canyon Street cemetery looks today and the possible need for fencing. Lawrence expressed the need for adequate records to be maintained.

Lawrence Barlow moved to approve the amendment to Park Maintenance Agreement with the United Effort Plan Trust to authorize staff to negotiate a price between 500.00 and 750.00. Seconded by JVar Dutson

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

A. Amendment to Zoning Map RE: Rezone of Parcels HD-SHCR-3-35 and HD-SCHR-3-40 (865 North Elm St. & 860 North Maple St.)

Kyle presented.

The Applicant is requesting an amendment to the zoning map to change 2 lot(s) located on Elm St. and Maple St. from RA-1 (Residential Agricultural 1 acre) to RA.5 (Residential Agricultural) zoning, for the stated purpose to merge the back-half acre onto existing south lots.

The properties were given RA-1 Zoning during the original creation of the zoning map. The east lot consists of approximately 1.00 Acre and includes a residence of approximately 3,136 sq ft located on the east half of the property. The West lot consists of approximately 1.01 Acres and includes an unfinished residence of approximately 4,142 sq ft located on the west half of the property

The property is surrounded by RA-1 properties with GC to the South West. The general map shows this area as low density residential

The intention of this application is to create two half acre lots which will be merged into the two 1 acre lots to the south. The property will be used to create a greenspace area for the cabins that are being built as well as the two homes that are existing. There are no plans to run separate utilities to this green space.

Because of the plans to merge the properties with the properties to the south there shouldn't be any issues as far as utilities or access. Any improvements to the new properties will have to go through the building department for review and will adhere to any of our regulations.

Council expressed the desire to have the addresses included in the ordinances. The council also was concerned that there be contingencies to ensure that traffic and other hazards are addressed. Christian addressed the concerns that what the council is voting on tonight if it is a good place for half-acre lots. After additional discussion this agenda item was tabled to the end of the action items.

At 8:40 p.m. this item was brought back into discussion

Christian presented additional restrictions on this ordinance and rezoning of the parcels.

Jared Dutson moved to amend the Zoning Map to Rezone of Parcel HD-SHCR-3-35 and SCHR-3-40 (865 North Elm St. & 860 North Maple St.) and adopt Hildale Ordinance No. 2019-013 with the amended changes in section 2. Seconded by Jared Nicol. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

B. Amendment to Zoning Map RE: Rezone of Parcel HD-SHCR-1-10

Kyle presented.

The Applicant is requesting an amendment to the zoning map to change 1 lot(s) located on the south west corner of Utah Ave. and Homestead St. from RA-1 (Residential Agricultural 1 Acre) to RA.5 (Residential Agricultural ½ Acre) zoning, for the stated purpose to create a lot split.

The property was given RA-1 Zoning during the original creation of the zoning map.

The lot consists of approximately 0.85 Acres and includes a residence of approximately 3,210 sq ft located on the east half of the property.

The property is bordered by open space to the north and RA-1 on the three other sides.

The general plan shows this area as low density residential

This is a corner lot making it ideal for the proposed purpose.

Utilities:

Water: Water lines run east to west along Utah Ave. as well as north to south along Homestead St.

Gas: Gas lines run East to west along Utah Avenue

Sewer: Sewer is currently running north along Homestead coming from Uzona Ave. Map shows sewer stopping in the middle of the block between Field and Utah Ave.

Staff believes this is a good location for a lot split. Utilities will be fairly easy to access with the possible exception of the sewer.

Jared Dutson moved to amend the Zoning Map to Rezone of Parcel HD-SHCR-1-10 (785 North Homestead Street) and adopt Hildale Ordinance No. 2019-014. Seconded by Stacy Seay. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

C. Amendment to Zoning Map RE: Rezone of Parcel HD-SHCR-3-5 (925 North Elm Street)

Kyle presented.

The Applicant is requesting an amendment to the zoning map to change 1 lot(s) located on the north west corner of Newel Ave. and Elm St. from RA-1 (Residential Agricultural 1 acre) to RA.5 (Residential Agricultural) zoning, for the stated purpose to split the lot into ½ Acre lots and develop single family dwellings.

The property was given RA-1 Zoning during the original creation of the zoning map.

The east lot consists of approximately 0.98 Acres and includes a foundation on the east

half of the property.

The property is surrounded by RA-1 properties on all four sides. The general map shows this area as low density residential

The lot is a corner lot and would be a good location for a lot split provided the applicant understands that utilities must be provided to both lots or a deed restriction will be placed on the lot stating that no utilities have been stubbed into that lot which will be recorded with the subdivision.

Utilities:

Water: The current utility map shows a water line running north to south along Elm St. this line ties into the water tanks to the north.

Sewer: The current utility map shows a sewer line running north along Elm St. and stopping at Jessop Ave.

Gas: The current utility map shows a Gas line running north along Elm St. and stopping at Jessop Ave.

There may be some additional costs in order to run utilities to the west half of the split.

However, being a corner lot makes this location ideal to change to ½ acre properties.

Maha Layton moved to amend the Zoning Map to Rezone of Parcel HD-SHCR-3-5 (925 North Elm Street) and adopt Hildale Ordinance No. 2019-015. Seconded by JVar Dutson.

Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

D. Executive Session

Jared Nicol moved to go into Executive Session for the discussion of pending or reasonably imminent litigation. Seconded by JVar Dutson.

Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

JVar Dutson moved to close the Executive Session and Reconvene the Regular Council Meeting.

Hildale City Council – October 2, 2019

Maha Layton seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

G. Public Hearing on Interfund Transfers from Gas and Wastewater Departments to the Fiber Departments to Fund Initial Expenses

JVar Dutson moved to open the Public Hearing on Interfund Transfers from the Gas and Wastewater Departments to Fund Initial Expenses. Seconded by Maha Layton

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Christian presented an addendum that explained the need and purpose of the transfers, and a brief description of where and what the fiber system consists of.

Public Comment: none

JVar Dutson moved to close the Public Hearing and reconvene the regular council meeting. Seconded by Maha Layton

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

H. Interfund Transfers from Gas and Wastewater Departments to the Fiber Department to Fund Initial Expenses

JVar Dutson moved approve the Interfund Transfers of \$10,000.00 from the Gas Department and \$10,000.00 from the Wastewater Department to Fund Initial Expenses. Seconded by Maha Layton

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

E. Public Hearing on Amending the Fiscal Year 2020 Budget

JVar Dutson moved to open the Public Hearing on Amending the Fiscal Year 2020 Budget. Seconded by Stacy Seay

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Christian presented the proposed budget amendments

Public Comment: none

JVar Dutson moved to close the Public Hearing and reconvene the regular council meeting. Seconded by Stacy Seay

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

JVar Dutson moved to adopt Hildale City Resolution No. 2019-10-01 adoption of amendments to the Fiscal Year 2020 Budget. Seconded Stacy Seay

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

I. Adoption of Resolution Requesting Recertification of the Hildale City Justice Court

Christian presented a brief history and need for having a justice court

Lawrence Barlow moved to adopt Hildale City Resolution No. 2019-10-02 Requesting Recertification of the Hildale City Justice Court with the changes of the date to 2020 instead of 2016. Seconded JVar Dutson

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

#11. Calendar of Upcoming Events

#12. Scheduling

Next regularly scheduled City Council Meeting will be held November 6, 2019 at 6:30 pm.
Work session and special meeting held on November 13, 2019

#13. Adjournment

With no other business, meeting adjourned at 09:26 pm.

I verify that a copy of the notice and agenda was delivered to the Mayor and City Council members and posted at the City Hall, 320 E. Newel Avenue, Hildale, Utah and sent to the Utah State Public Meeting Notice coordinator.

Minutes were approved at the City Council Meeting on, 2019.

Vincen Barlow, City Recorder

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/18	11/07/2018	1649	5674	Barlow, J. Leslie	11-21311	276.00
11/18	11/07/2018	1650	5638	BARLOW, JOHN R.	11-21311	170.00
11/18	11/07/2018	1651	5513	BARLOW, JOHN T.	11-21311	196.00
11/18	11/07/2018	1652	5634	Barlow, Susie	11-21311	206.00
11/18	11/07/2018	1653	5637	BASIC AMERICAN SUPPLY	11-21311	527.00
11/18	11/07/2018	1654	1632	BLUE STAKES OF UTAH, INC.	65-21311	66.67
11/18	11/07/2018	1655	1481	CHEMTECH-FORD LABORATORIES, I	81-21311	1,117.00
11/18	11/07/2018	1656	1580	COLORADO CITY FIRE DISTRICT	11-21311	.00 V
11/18	11/07/2018	1657	1361	DOI/BLM	84-21311	2,837.66
11/18	11/07/2018	1658	5371	DOUGLAS D. TERRY	11-21311	520.00
11/18	11/07/2018	1659	5673	Dutson, M. Jvar	11-21311	72.00
11/18	11/07/2018	1660	5057	GARKANE ENERGY	11-21311	2,948.26
11/18	11/07/2018	1661	5631	GOLD LINE AUTO PARTS	11-21311	194.20
11/18	11/07/2018	1662	5579	JARED NICOL	11-21311	72.00
11/18	11/07/2018	1663	5600	JENKINS BAGLEY	11-21311	1,465.99
11/18	11/07/2018	1664	5632	JESSOP, DONIA	11-21311	118.00
11/18	11/07/2018	1665	5615	KS STATE BANK	11-21311	15,136.98
11/18	11/07/2018	1666	2054	LAWRENCE BARLOW	11-21311	72.00
11/18	11/07/2018	1667	5671	Layton, Martha F.	11-21311	72.00
11/18	11/07/2018	1668	5643	MARIAH LA CORTI	11-21311	278.00
11/18	11/07/2018	1669	5605	NGL SUPPLY CO. LTD	84-21311	13,951.42
11/18	11/07/2018	1670	4694	PREFERRED PARTS	11-21311	229.33
11/18	11/07/2018	1671	5595	PRYNT.INK	11-21311	743.50
11/18	11/07/2018	1672	3350	ROCKY MOUNTAIN AMBULANCE	84-21311	.00 V
11/18	11/07/2018	1673	5675	Ruesch, April	01-21311	200.00
11/18	11/07/2018	1674	3450	SCHOLZEN PRODUCTS COMPANY, IN	81-21311	1,248.92
11/18	11/07/2018	1675	5672	Seay, Stacy D.	11-21311	72.00
11/18	11/07/2018	1676	3560	SOUTH CENTRAL COMMUNICATIONS	11-21311	892.22
11/18	11/07/2018	1677	5415	ST. GEORGE WATER STORE	11-21311	72.00
11/18	11/07/2018	1678	1475	STAPLES CREDIT PLAN	65-21311	35.29
11/18	11/07/2018	1679	4605	SUMMIT ENERGY, LLC	84-21311	1,242.98
11/18	11/07/2018	1680	5670	Tech Bro's Construction LLC	11-21311	250.00
11/18	11/07/2018	1681	5288	TOWN OF COLORADO CITY DISPATC	11-21311	1,034.54
11/18	11/07/2018	1682	5290	TOWN OF COLORADO CITY POLICE	11-21311	13,532.54
11/18	11/07/2018	1683	5646	XPRESS BILL PAY	11-21311	305.30
11/18	11/07/2018	1684	4202	ROCKY MOUNTAIN POWER	84-21311	21.76
11/18	11/09/2018	1685	4020	U.S. POSTAL SERVICE	11-21311	700.00
11/18	11/13/2018	1693	1580	COLORADO CITY FIRE DISTRICT	11-21311	6,750.00
11/18	11/14/2018	1694	4929	LITTLE CREEK MTN. RANCH	82-21311	780.00
11/18	11/19/2018	1695	4470	BANKCARD CENTER	11-21311	1,776.65
11/18	11/19/2018	1696	4470	BANKCARD CENTER	84-21311	88.39
11/18	11/20/2018	1697	4470	BANKCARD CENTER	65-21311	9,382.29
11/18	11/20/2018	1698	4470	BANKCARD CENTER	11-21311	735.23
11/18	11/20/2018	1699	4470	BANKCARD CENTER	65-21311	44.69
11/18	11/20/2018	1700	4470	BANKCARD CENTER	11-21311	426.10
11/18	11/20/2018	1701	4470	BANKCARD CENTER	11-21311	444.04
11/18	11/20/2018	1702	4470	BANKCARD CENTER	11-21311	595.00
11/18	11/20/2018	1703	4470	BANKCARD CENTER	11-21311	153.70
11/18	11/20/2018	1704	4470	BANKCARD CENTER	11-21311	102.02
11/18	11/20/2018	1705	4470	BANKCARD CENTER	11-21311	616.48
11/18	11/21/2018	1706	1155	ARIZONA STRIP LANDFILL CORP	11-21311	28,616.39
11/18	11/21/2018	1707	5674	Barlow, J. Leslie	11-21311	525.00
11/18	11/21/2018	1708	1430	CASELLE, INC.	11-21311	1,005.67
11/18	11/21/2018	1709	1481	CHEMTECH-FORD LABORATORIES, I	81-21311	375.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/18	11/21/2018	1710	4750	DJB GAS SERVICES, INC.	82-21311	25.03
11/18	11/21/2018	1711	5607	DOMINION ENERGY	84-21311	1,396.87
11/18	11/21/2018	1712	5057	GARKANE ENERGY	81-21311	6,429.52
11/18	11/21/2018	1713	5631	GOLD LINE AUTO PARTS	65-21311	126.97
11/18	11/21/2018	1714	2160	HILDALE CITY	84-21311	374.83
11/18	11/21/2018	1715	2170	HILDALE CITY UTILITIES	84-21311	1,342.39
11/18	11/21/2018	1716	5600	JENKINS BAGLEY	11-21311	20.00
11/18	11/21/2018	1717	5676	Johnson, Carol	11-21311	125.00
11/18	11/21/2018	1718	2671	LES OLSON COMPANY	11-21311	388.17
11/18	11/21/2018	1719	5623	LIGHTEN UP ELECTRIC	11-21311	110.00
11/18	11/21/2018	1720	2796	MEADOWWAYNE DAIRY. INC.	82-21311	22.29
11/18	11/21/2018	1721	2838	MINERS & PISANI, INC.	84-21311	301.31
11/18	11/21/2018	1722	5316	NEWARK ELEMENT 14	84-21311	492.95
11/18	11/21/2018	1723	5605	NGL SUPPLY CO. LTD	84-21311	10,800.00
11/18	11/21/2018	1724	5680	Piene, Lynda	01-21311	471.78
11/18	11/21/2018	1725	5471	PINNACLE GAS PRODUCTS	81-21311	1,339.68
11/18	11/21/2018	1726	3450	SCHOLZEN PRODUCTS COMPANY, IN	81-21311	343.83
11/18	11/21/2018	1727	4707	SENSIT TECHNOLOGIES	84-21311	404.86
11/18	11/21/2018	1728	4876	SIERRA TOOL & SUPPLY	82-21311	126.96
11/18	11/21/2018	1729	3592	SOUTHERN UTAH UNIVERSITY	81-21311	160.00
11/18	11/21/2018	1730	5415	ST. GEORGE WATER STORE	11-21311	24.00
11/18	11/21/2018	1731	5406	STANLEY ACCESS TECHNOLOGIES	65-21311	1,709.00
11/18	11/21/2018	1732	4605	SUMMIT ENERGY, LLC	84-21311	445.94
11/18	11/21/2018	1733	5669	Sunny Peaks	81-21311	84.43
11/18	11/21/2018	1734	4646	THATCHER COMPANY	81-21311	1,382.30
11/18	11/21/2018	1735	3930	TOWN OF COLORADO CITY	84-21311	10,958.15
11/18	11/21/2018	1736	4011	USABlueBook	82-21311	99.99
11/18	11/21/2018	1737	4221	UTAH STATE TAX COMMISSION	11-21311	432.26
11/18	11/21/2018	1738	4220	UTAH STATE TREASURER	11-21311	504.84
11/18	11/21/2018	1739	5402	WELLS FARGO	11-21311	50.00
11/18	11/21/2018	1740	4441	WHEELER MACHINERY CO.	11-21311	101.10
11/18	11/21/2018	1741	5677	Wylar, Crystal	81-21311	163.15
11/18	11/21/2018	1742	5678	Zitting, Sharon	81-21311	49.09

Grand Totals:

154,100.90

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
11-31-100 PROPERTY TAX - CURRENT YEAR	.00	17,124.84	95,980.00	78,855.16	17.8
11-31-200 PROP TAX - DELINQUENT PR YR	.00	15,004.43	134,700.00	119,695.57	11.1
11-31-300 GENERAL SALES & USE TAX	.00	129,006.06	269,700.00	140,693.94	47.8
11-31-301 RAP TAX	3,006.40	15,860.12	33,200.00	17,339.88	47.8
11-31-401 ENERGY & USE TAX	789.97	26,146.60	93,200.00	67,053.40	28.1
11-31-402 TELECOM LICENSE TAX	.00	1,858.80	9,300.00	7,441.20	20.0
11-31-403 TRANSIENT ROOM TAX	.00	838.01	1,000.00	161.99	83.8
11-31-700 FEE-IN-LIEU TX - PERSONAL PROP	.00	10,412.78	39,900.00	29,487.22	26.1
11-31-900 PNLTY & INT ON DELINQ TAXES	.00	659.11	7,900.00	7,240.89	8.3
TOTAL TAXES	3,796.37	216,910.75	684,880.00	467,969.25	31.7
<u>LICENSES AND PERMITS</u>					
11-32-100 BUSINESS LICENSE FEES	40.00	380.00	2,000.00	1,620.00	19.0
11-32-200 BUILDING PERMITS	1,640.00	12,997.00	12,000.00	(997.00)	108.3
11-32-300 LAND USE FEE'S	65.00	4,215.00	.00	(4,215.00)	.0
TOTAL LICENSES AND PERMITS	1,745.00	17,592.00	14,000.00	(3,592.00)	125.7
<u>INTERGOVERNMENTAL REVENUE</u>					
11-33-421 FD ASSISTANCE GRANT	.00	.00	1,000.00	1,000.00	.0
11-33-433 UDOT SAFE ROUTES TO SCHOOL GRA	9,474.06	86,520.10	180,000.00	93,479.90	48.1
11-33-434 2020 UDOT SRTS	.00	.00	180,000.00	180,000.00	.0
11-33-560 CLASS "C" ROAD FUND	24,968.07	66,504.51	106,500.00	39,995.49	62.5
11-33-581 COUNTY TOURISM GRANT	.00	.00	10,000.00	10,000.00	.0
TOTAL INTERGOVERNMENTAL REVENUE	34,442.13	153,024.61	477,500.00	324,475.39	32.1
<u>CHARGES FOR SERVICES</u>					
11-34-120 GRAMA, COPYING, ETC.	.00	2.80	200.00	197.20	1.4
11-34-130 ZONING & SUBDIVISION FEES	.00	.00	3,000.00	3,000.00	.0
11-34-191 TAX COLLECTION FEES - UT	.00	.00	100.00	100.00	.0
11-34-192 TAX COLLECTION FEES - AZ	.00	.00	100.00	100.00	.0
11-34-250 FIRE DEPT SERVICES	.00	.00	50,000.00	50,000.00	.0
11-34-910 SOLID WASTE- AZ STRIP LANDFILL	.00	6,800.00	20,400.00	13,600.00	33.3
11-34-911 UEP COTTONWOOD PARK MAINTENANC	.00	11,209.44	36,000.00	24,790.56	31.1
11-34-912 FIBER RELATED REVENUES	.00	.00	6,000.00	6,000.00	.0
TOTAL CHARGES FOR SERVICES	.00	18,012.24	115,800.00	97,787.76	15.6

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES AND FORFEITURES</u>					
11-35-110 COURT FINES	2,670.00	8,826.24	9,400.00	573.76	93.9
11-35-210 BAIL AND BOND FORFEITURE	.00	.00	600.00	600.00	.0
TOTAL FINES AND FORFEITURES	2,670.00	8,826.24	10,000.00	1,173.76	88.3
<u>MISCELLANEOUS REVENUE</u>					
11-36-100 INTEREST EARNINGS - GEN FUND	.00	5,558.36	6,800.00	1,241.64	81.7
11-36-210 RENTAL - OFFICES IN CITY BLDG	.00	.00	11,700.00	11,700.00	.0
11-36-800 LOT LEASES	.00	15,349.19	66,600.00	51,250.81	23.1
11-36-810 LAND SALES - INDUSTRIAL PARK	.00	32,600.00	32,000.00	(600.00)	101.9
11-36-910 SUNDRY REV - GEN FUND	.00	1,265.50	11,000.00	9,734.50	11.5
11-36-911 CCFD EQUIPMENT REVENUE	.00	15,000.00	60,000.00	45,000.00	25.0
11-36-920 SUNDRY REV - FIRE DEPT	.00	.00	50,000.00	50,000.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	69,773.05	238,100.00	168,326.95	29.3
<u>CONTRIBUTIONS AND TRANSFERS</u>					
11-38-701 HILDALE CITY COMMUNITY OUTREAC	.00	.00	3,000.00	3,000.00	.0
11-38-702 CONTRIBUTIONS-COMMUNITY OUTREA	.00	.00	4,600.00	4,600.00	.0
11-38-910 APPROP - GEN FUND BALANCE	.00	.00	100,000.00	100,000.00	.0
11-38-920 APPROP - CAPITAL PROJECTS	.00	.00	496,120.00	496,120.00	.0
11-38-928 CONTINGENCY	.00	.00	125,000.00	125,000.00	.0
TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	728,720.00	728,720.00	.0
TOTAL FUND REVENUE	42,653.50	484,138.89	2,269,000.00	1,784,861.11	21.3

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GEN GOVT ADMINISTRATION</u>					
11-41-110 SALARIES-PERMANENT EMPLOYEES	.00	.00	25,000.00	25,000.00	.0
11-41-111 SECRETARIAL STAFF	.00	370.66	40,000.00	39,629.34	.9
11-41-112 MAYOR	850.00	8,500.00	21,000.00	12,500.00	40.5
11-41-113 MANAGER	1,252.72	8,618.86	27,000.00	18,381.14	31.9
11-41-114 TREASURER	.00	.00	10,000.00	10,000.00	.0
11-41-115 RECORDER	480.77	8,089.90	14,000.00	5,910.10	57.8
11-41-117 ATTORNEY	3,846.15	38,461.50	40,000.00	1,538.50	96.2
11-41-130 PAYROLL TAXES	582.93	6,763.02	23,000.00	16,236.98	29.4
11-41-140 BENEFITS-OTHER	936.50	7,027.11	.00	(7,027.11)	.0
11-41-151 STIPENDS - CITY COUNCIL	840.00	4,270.00	5,000.00	730.00	85.4
11-41-152 STIPENDS - PLANNING COMMISSION	350.00	1,960.00	5,000.00	3,040.00	39.2
11-41-153 STIPENDS - ADJUSTMENTS BOARD	.00	.00	500.00	500.00	.0
11-41-210 BOOKS, SUBSCR. & MEMBERSHIPS	.00	272.81	500.00	227.19	54.6
11-41-220 PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
11-41-230 TRAVEL	.00	422.13	3,000.00	2,577.87	14.1
11-41-235 FOOD & REFRESHMENT	.00	258.25	1,500.00	1,241.75	17.2
11-41-240 OFFICE EXPENSE & SUPPLIES	.00	267.62	2,000.00	1,732.38	13.4
11-41-241 COPIER & PRINTER	.00	535.46	2,000.00	1,464.54	26.8
11-41-244 PRINT & POSTAGE	.00	971.90	1,000.00	28.10	97.2
11-41-250 EQUIPMENT SUPPLIES & MAINT	.00	10.00	500.00	490.00	2.0
11-41-257 FUEL	.00	726.55	2,000.00	1,273.45	36.3
11-41-260 TOOLS & EQUIPMENT-NON CAPITAL	.00	.00	1,000.00	1,000.00	.0
11-41-271 MAINT & SUPPLY - BUILDING	172.02	235.23	2,800.00	2,564.77	8.4
11-41-272 MAINT & SUPPLY - IT	.00	37.99	1,000.00	962.01	3.8
11-41-280 UTILITIES	.00	1,287.31	5,000.00	3,712.69	25.8
11-41-285 POWER	.00	1,694.87	2,000.00	305.13	84.7
11-41-287 TELEPHONE	.00	1,275.80	2,000.00	724.20	63.8
11-41-310 PROFESSIONAL & TECHNICAL	120.00	2,666.84	16,200.00	13,533.16	16.5
11-41-311 ENGINEER	.00	.00	3,500.00	3,500.00	.0
11-41-313 AUDITOR	.00	9,160.00	30,600.00	21,440.00	29.9
11-41-315 INFORMATION TECHNOLOGY - SYSTE	.00	4,779.08	.00	(4,779.08)	.0
11-41-316 INFORMATION TECHNOLOGY - SERVI	201.13	402.27	.00	(402.27)	.0
11-41-317 INFORMATION TECHNOLOGY - CONS	.00	1,313.81	5,100.00	3,786.19	25.8
11-41-318 INFORMATION TECHNOLOGY - SOFTW	4,750.00	5,965.09	.00	(5,965.09)	.0
11-41-319 CONTINGENCY	.00	.00	100,000.00	100,000.00	.0
11-41-330 EDUCATION	.00	1,752.00	10,000.00	8,248.00	17.5
11-41-510 INSURANCE	.00	26,586.58	30,500.00	3,913.42	87.2
11-41-521 CREDIT CARD EXPENSE	41.68	347.09	.00	(347.09)	.0
11-41-741 EQUIPMENT - OFFICE	.00	.00	5,000.00	5,000.00	.0
11-41-743 EQUIPMENT - VEHICLE	.00	260.00	3,000.00	2,740.00	8.7
11-41-914 TRANSFER TO FUND 63	.00	4,024.94	40,000.00	35,975.06	10.1
11-41-916 TRANSFER TO FUND 64	.00	3,133.32	17,900.00	14,766.68	17.5
11-41-960 TRANSFER TO FUND 45 CAP PROJ	.00	.00	12,000.00	12,000.00	.0
 TOTAL GEN GOVT ADMINISTRATION	 14,423.90	 152,447.99	 511,600.00	 359,152.01	 29.8

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT</u>					
11-42-110 SALARIES-PERMANENT EMPLOYEES	288.46	2,884.60	11,300.00	8,415.40	25.5
11-42-130 PAYROLL TAXES & BENEFITS	22.06	220.60	900.00	679.40	24.5
11-42-140 BENEFITS-OTHER	.00	.00	300.00	300.00	.0
11-42-210 BOOKS, SUBSCR, & MEMBERSHIPS	.00	.00	100.00	100.00	.0
11-42-230 TRAVEL	.00	.00	600.00	600.00	.0
11-42-330 EDUCATION	.00	.00	400.00	400.00	.0
11-42-550 FINES, SURCHARGES - AOC	.00	.00	3,000.00	3,000.00	.0
11-42-960 TRANSFER TO FUND 45 CAP PROJ	.00	.00	300.00	300.00	.0
TOTAL MUNICIPAL COURT	310.52	3,105.20	16,900.00	13,794.80	18.4
<u>POLICE DEPARTMENT</u>					
11-43-140 BENEFITS-OTHER	.00	.00	1,600.00	1,600.00	.0
11-43-287 TELEPHONE	.00	2,133.70	2,000.00	(133.70)	106.7
11-43-310 PROFESSIONAL & TECHNICAL	.00	8,859.21	10,000.00	1,140.79	88.6
11-43-960 TRANSFER TO FUND 45 CAP PROJ	.00	.00	25,000.00	25,000.00	.0
11-43-980 INTRA-GOVT CHARGES	.00	40,246.41	230,000.00	189,753.59	17.5
TOTAL POLICE DEPARTMENT	.00	51,239.32	268,600.00	217,360.68	19.1
<u>FIRE DEPARTMENT</u>					
11-44-510 INSURANCE	.00	359.16	800.00	440.84	44.9
11-44-620 MISC. SERVICES	.00	.00	50,000.00	50,000.00	.0
11-44-850 DEBT SERVICE - VEHICLE & EQUIP	.00	.00	110,000.00	110,000.00	.0
11-44-952 STATE GRANT OFFSET	.00	7,751.26	.00	(7,751.26)	.0
11-44-960 TRANSFER TO FUND 45 CAP PROJ	.00	.00	92,300.00	92,300.00	.0
11-44-980 INTRA-GOVT CHARGES	6,750.00	20,250.00	90,000.00	69,750.00	22.5
TOTAL FIRE DEPARTMENT	6,750.00	28,360.42	343,100.00	314,739.58	8.3
<u>BUILDING DEPARTMENT</u>					
11-45-110 SALARIES-PERMANENT EMPLOYEES	2,406.88	24,476.87	40,000.00	15,523.13	61.2
11-45-130 PAYROLL TAXES	.00	.00	4,000.00	4,000.00	.0
11-45-140 BENEFITS-OTHER	.00	.00	14,000.00	14,000.00	.0
11-45-210 BOOKS, SUBSCR, & MEMBERSHIPS	.00	.00	300.00	300.00	.0
11-45-250 EQUIPMENT SUPPLIES & MAINT	.00	.00	1,900.00	1,900.00	.0
11-45-311 ENGINEER	.00	798.75	.00	(798.75)	.0
11-45-330 EDUCATION	.00	.00	2,100.00	2,100.00	.0
11-45-550 SURCHARGES FOR BLDG PERMITS	.00	.00	100.00	100.00	.0
11-45-960 TRANSFER TO FUND 45 CAP PROJ	.00	.00	62,400.00	62,400.00	.0
TOTAL BUILDING DEPARTMENT	2,406.88	25,275.62	124,800.00	99,524.38	20.3

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY DISPATCH</u>					
11-46-980 INTRA-GOVT CHARGES	955.89	3,047.45	15,600.00	12,552.55	19.5
TOTAL PUBLIC SAFETY DISPATCH	955.89	3,047.45	15,600.00	12,552.55	19.5
<u>PUBLIC WORKS - STREETS & ROADS</u>					
11-47-110 SALARIES-PERMANENT EMPLOYEES	3,091.14	31,153.69	90,000.00	58,846.31	34.6
11-47-130 PAYROLL TAXES	53.27	532.68	6,800.00	6,267.32	7.8
11-47-140 BENEFITS-OTHER	.00	.00	36,000.00	36,000.00	.0
11-47-230 TRAVEL	.00	.00	500.00	500.00	.0
11-47-250 EQUIPMENT SUPPLIES & MAINT	.00	1,896.15	10,000.00	8,103.85	19.0
11-47-255 EQUIPMENT RENT OR LEASE	.00	.00	15,000.00	15,000.00	.0
11-47-257 FUEL	.00	1,462.70	10,600.00	9,137.30	13.8
11-47-260 TOOLS & EQUIPMENT-NON CAPITAL	.00	.00	6,000.00	6,000.00	.0
11-47-273 MAINT & SUPPLY - SYSTEM	.00	.00	23,200.00	23,200.00	.0
11-47-286 STREET LIGHTS	.00	1,837.20	5,300.00	3,462.80	34.7
11-47-311 ENGINEER	.00	.00	5,600.00	5,600.00	.0
11-47-330 EDUCATION	.00	.00	800.00	800.00	.0
11-47-410 SPEC DEPT MATERIALS & SUPPLIES	.00	.00	30,000.00	30,000.00	.0
11-47-510 INSURANCE	.00	889.35	3,600.00	2,710.65	24.7
11-47-850 DEBT SERVICE	15,136.98	15,136.98	30,000.00	14,863.02	50.5
11-47-953 SAFE ROUTES TO SCHOOL	.00	9,891.50	.00	(9,891.50)	.0
11-47-954 LOT 33 OBLIGATION	.00	10,912.62	100,000.00	89,087.38	10.9
11-47-955 SRTS 2020	.00	.00	180,000.00	180,000.00	.0
11-47-960 TRANSFER TO FUND 45 CAP PROJ	.00	.00	192,000.00	192,000.00	.0
TOTAL PUBLIC WORKS - STREETS & ROADS	18,281.39	73,712.87	745,400.00	671,687.13	9.9
<u>PUBLIC WORKS - PARKS</u>					
11-48-110 SALARIES-PERMANENT EMPLOYEES	1,526.43	23,098.29	104,000.00	80,901.71	22.2
11-48-130 PAYROLL TAXES	.00	.00	8,100.00	8,100.00	.0
11-48-140 BENEFITS-OTHER	.00	.00	18,900.00	18,900.00	.0
11-48-210 BOOKS, SUBSCR, & MEMBERSHIPS	.00	.00	800.00	800.00	.0
11-48-230 TRAVEL, MEETINGS, AND TRAINING	.00	.00	400.00	400.00	.0
11-48-250 EQUIPMENT SUPPLIES & MAINT	160.05	180.61	2,600.00	2,419.39	7.0
11-48-257 FUEL	.00	1,005.86	600.00	(405.86)	167.6
11-48-260 TOOLS & EQUIPMENT-NON CAPITAL	.00	.00	400.00	400.00	.0
11-48-272 MAINT & SUPPLY - OTHER	136.37	5,524.07	7,000.00	1,475.93	78.9
11-48-273 MAINT & SUPPLY - SYSTEM	.00	352.50	10,000.00	9,647.50	3.5
11-48-280 UTILITIES	.00	695.30	6,600.00	5,904.70	10.5
11-48-285 POWER	.00	379.73	5,200.00	4,820.27	7.3
11-48-330 EDUCATION	.00	.00	400.00	400.00	.0
11-48-510 INSURANCE	.00	.00	3,200.00	3,200.00	.0
TOTAL PUBLIC WORKS - PARKS	1,822.85	31,236.36	168,200.00	136,963.64	18.6

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY OUTREACH DEPARTMENT</u>					
11-49-110 SALARIES-PERMANENT EMPLOYEES	.00	664.86	40,000.00	39,335.14	1.7
11-49-130 PAYROLL TAXES	.00	50.88	.00	(50.88)	.0
11-49-140 BENEFITS-OTHER	.00	.00	1,800.00	1,800.00	.0
11-49-274 EQUIPMENT PURCHASE	.00	2,869.16	10,000.00	7,130.84	28.7
11-49-410 SPECIAL PROJECT	.00	24.98	13,000.00	12,975.02	.2
11-49-952 COUNTY TOURISM - GRANT OFFSET	.00	.00	10,000.00	10,000.00	.0
TOTAL COMMUNITY OUTREACH DEPARTME	.00	3,609.88	74,800.00	71,190.12	4.8
TOTAL FUND EXPENDITURES	44,951.43	372,035.11	2,269,000.00	1,896,964.89	16.4
NET REVENUE OVER EXPENDITURES	(2,297.93)	112,103.78	.00	(112,103.78)	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

GF DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 34</u>					
31-34-801 TRANS FOR LADDER TRUCK PMT	.00	.00	60,000.00	60,000.00	.0
31-34-802 TRANS FOR CIB EQUIP BOND PMT	.00	.00	79,000.00	79,000.00	.0
31-34-803 2018 CIB DETENTION POND	.00	.00	30,000.00	30,000.00	.0
TOTAL SOURCE 34	.00	.00	169,000.00	169,000.00	.0
TOTAL FUND REVENUE	.00	.00	169,000.00	169,000.00	.0

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

GF DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPT DEBT SERVICE</u>					
31-44-711 FIRE EQ 2015 BOND DEBT SERVICE	.00	71,000.00	69,000.00	(2,000.00)	102.9
31-44-712 FIRE EQ 2015 BOND INTEREST	.00	7,824.60	10,000.00	2,175.40	78.3
31-44-721 LADDER TRUCK DEBT PRINCIPAL	.00	.00	56,200.00	56,200.00	.0
31-44-722 LADDER TRUCK DEBT INTEREST	.00	.00	3,800.00	3,800.00	.0
31-44-723 2018 CIB DETENTION POND	.00	18,000.00	30,000.00	12,000.00	60.0
31-44-724 2018 CIB DETEN POND INTEREST	.00	11,250.00	.00	(11,250.00)	.0
TOTAL FIRE DEPT DEBT SERVICE	.00	108,074.60	169,000.00	60,925.40	64.0
TOTAL FUND EXPENDITURES	.00	108,074.60	169,000.00	60,925.40	64.0
NET REVENUE OVER EXPENDITURES	.00	(108,074.60)	.00	108,074.60	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

HILDALE CITY GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>					
41-33-801 LIQUOR FUND ALLOTMENT	.00	.00	2,000.00	2,000.00	.0
41-33-802 JAG GRANT	.00	.00	6,000.00	6,000.00	.0
41-33-803 PD BEMS GRANT	.00	.00	7,500.00	7,500.00	.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	15,500.00	15,500.00	.0
<u>SOURCE 34</u>					
41-34-801 FD ASSIST PERCAPITA GRANT	.00	.00	14,700.00	14,700.00	.0
41-34-802 FD BEMS GRANT	.00	.00	4,500.00	4,500.00	.0
TOTAL SOURCE 34	.00	.00	19,200.00	19,200.00	.0
<u>SOURCE 36</u>					
41-36-800 LOCAL PARTICIPATION MATCH	.00	.00	22,500.00	22,500.00	.0
41-36-801 USDA PSAP DISPATCH GRANT	.00	.00	27,500.00	27,500.00	.0
TOTAL SOURCE 36	.00	.00	50,000.00	50,000.00	.0
<u>SOURCE 37</u>					
41-37-411 INTEREST	.00	138.64	.00	(138.64)	.0
TOTAL SOURCE 37	.00	138.64	.00	(138.64)	.0
TOTAL FUND REVENUE	.00	138.64	84,700.00	84,561.36	.2

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

HILDALE CITY GRANTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE GRANTS/LOANS/ALLOTMENTS</u>						
41-43-212	DUI PATROL & ALLOTMENT EXP	.00	.00	2,000.00	2,000.00	.0
41-43-702	POLICE JAG GRANT EXPENSE	.00	.00	6,000.00	6,000.00	.0
41-43-703	POLICE BEMS GRANT EXPENSE	.00	.00	7,500.00	7,500.00	.0
	TOTAL POLICE GRANTS/LOANS/ALLOTMEN	.00	.00	15,500.00	15,500.00	.0
<u>FIRE GRANTS/LOANS/ALLOTMENTS</u>						
41-44-220	FD ASSISTANCE GRANT EXPENSE	.00	1,156.09	14,700.00	13,543.91	7.9
41-44-250	FD BEMS GRANT EXPENSE	.00	4,389.50	4,500.00	110.50	97.5
	TOTAL FIRE GRANTS/LOANS/ALLOTMENTS	.00	5,545.59	19,200.00	13,654.41	28.9
<u>PSAP GRANTS/LOANS/ALLOTMENTS</u>						
41-46-700	USDA PSAP DISPATCH GRANT EXP.	.00	.00	50,000.00	50,000.00	.0
	TOTAL PSAP GRANTS/LOANS/ALLOTMENTS	.00	.00	50,000.00	50,000.00	.0
	TOTAL FUND EXPENDITURES	.00	5,545.59	84,700.00	79,154.41	6.6
	NET REVENUE OVER EXPENDITURES	.00	(5,406.95)	.00	5,406.95	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SOURCE 31</u>					
45-31-800	CAP PROJ TRANS ADMIN DEPT	.00	.00	12,000.00	12,000.00	.0
	TOTAL SOURCE 31	.00	.00	12,000.00	12,000.00	.0
	<u>SOURCE 32</u>					
45-32-800	CAP PROJ TRANS JUSTICE COURT	.00	.00	300.00	300.00	.0
	TOTAL SOURCE 32	.00	.00	300.00	300.00	.0
	<u>CAPITAL PROJ. REV. TRANSFERS</u>					
45-33-800	CAP PROJ TRANS POLICE DEPT	.00	.00	25,000.00	25,000.00	.0
	TOTAL CAPITAL PROJ. REV. TRANSFERS	.00	.00	25,000.00	25,000.00	.0
	<u>SOURCE 35</u>					
45-35-800	CAP PROJ TRANS BUILDING DEPT	.00	.00	2,400.00	2,400.00	.0
	TOTAL SOURCE 35	.00	.00	2,400.00	2,400.00	.0
	<u>SOURCE 37</u>					
45-37-800	CAP PROJ TRANS STREETS & ROADS	.00	(1,777.77)	372,000.00	373,777.77	(.5)
	TOTAL SOURCE 37	.00	(1,777.77)	372,000.00	373,777.77	(.5)
	<u>SOURCE 38</u>					
45-38-800	CAP PROJ TRANS PARKS DEPT	.00	.00	80,000.00	80,000.00	.0
	TOTAL SOURCE 38	.00	.00	80,000.00	80,000.00	.0
	TOTAL FUND REVENUE	.00	(1,777.77)	491,700.00	493,477.77	(.4)

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAP PROJECTS ADMIN DEPT</u>						
45-41-990	APPROPRIATION FOR FUND BALANCE	.00	.00	12,000.00	12,000.00	.0
	TOTAL CAP PROJECTS ADMIN DEPT	.00	.00	12,000.00	12,000.00	.0
<u>CAP PROJECTS JUSTICE COURT</u>						
45-42-990	APPROPRIATION FOR FUND BALANCE	.00	.00	300.00	300.00	.0
	TOTAL CAP PROJECTS JUSTICE COURT	.00	.00	300.00	300.00	.0
<u>CAP PROJECTS POLICE DEPT.</u>						
45-43-720	BUILDINGS - POLICE DEPARTMENT	.00	.00	25,000.00	25,000.00	.0
	TOTAL CAP PROJECTS POLICE DEPT.	.00	.00	25,000.00	25,000.00	.0
<u>CAP PROJECTS BUILDING DEPT.</u>						
45-45-742	GENERAL PLANNING - COMMUNITY D	.00	.00	25,000.00	25,000.00	.0
45-45-990	APPROPRIATION FOR FUND BALANCE	.00	.00	37,400.00	37,400.00	.0
	TOTAL CAP PROJECTS BUILDING DEPT.	.00	.00	62,400.00	62,400.00	.0
<u>CAP PROJECTS STREETS & ROADS</u>						
45-47-730	SYSTEM & INFRASTRUCTURE IMP	.00	.00	180,000.00	180,000.00	.0
45-47-990	APPROPRIATION FOR FUND BALANCE	.00	.00	192,000.00	192,000.00	.0
	TOTAL CAP PROJECTS STREETS & ROADS	.00	.00	372,000.00	372,000.00	.0
<u>CAP PROJECTS PARKS DEPT.</u>						
45-48-990	APPROPRIATION FOR FUND BALANCE	.00	.00	20,000.00	20,000.00	.0
	TOTAL CAP PROJECTS PARKS DEPT.	.00	.00	20,000.00	20,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	491,700.00	491,700.00	.0
	NET REVENUE OVER EXPENDITURES	.00	(1,777.77)	.00	1,777.77	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

2017 JUDGMENT RESOLUTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUES</u>					
63-38-101	TRANSFER FROM GENERAL FUND	.00	4,024.94	40,000.00	35,975.06	10.1
63-38-102	TRANSFER FROM WATER FUND	.00	1,341.65	13,600.00	12,258.35	9.9
63-38-103	TRANSFER FROM WASTEWATER	.00	1,341.65	13,300.00	11,958.35	10.1
63-38-105	TRANSFER FROM GAS FUND	.00	1,341.65	13,600.00	12,258.35	9.9
	TOTAL REVENUES	.00	8,049.89	80,500.00	72,450.11	10.0
	TOTAL FUND REVENUE	.00	8,049.89	80,500.00	72,450.11	10.0

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

2017 JUDGMENT RESOLUTION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
63-41-310 PROFESSIONAL & TECHNICAL	.00	11,045.55	60,500.00	49,454.45	18.3
63-41-315 LEGAL - GENERAL	.00	.00	20,000.00	20,000.00	.0
TOTAL EXPENDITURES	.00	11,045.55	80,500.00	69,454.45	13.7
TOTAL FUND EXPENDITURES	.00	11,045.55	80,500.00	69,454.45	13.7
NET REVENUE OVER EXPENDITURES	.00	(2,995.66)	.00	2,995.66	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

LITIGATION DEFENSE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUES</u>					
64-38-101	TRANSFER FROM GENERAL FUND	.00	3,133.32	17,900.00	14,766.68	17.5
64-38-102	TRANSFER FROM WATER FUND	.00	3,133.34	17,900.00	14,766.66	17.5
64-38-103	TRANSFER FROM WASTEWATER	.00	3,133.34	17,900.00	14,766.66	17.5
64-38-105	TRANSFER FROM GAS FUND	.00	3,133.34	17,900.00	14,766.66	17.5
	TOTAL REVENUES	.00	12,533.34	71,600.00	59,066.66	17.5
	TOTAL FUND REVENUE	.00	12,533.34	71,600.00	59,066.66	17.5

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

LITIGATION DEFENSE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
64-41-230 TRAVEL	.00	.00	2,700.00	2,700.00	.0
64-41-316 LEGAL - LITIGATION DEFENSE	.00	.00	68,900.00	68,900.00	.0
64-41-911 JUDGMENTS AND LOSSES	.00	18,800.01	.00	(18,800.01)	.0
TOTAL EXPENDITURES	.00	18,800.01	71,600.00	52,799.99	26.3
TOTAL FUND EXPENDITURES	.00	18,800.01	71,600.00	52,799.99	26.3
NET REVENUE OVER EXPENDITURES	.00	(6,266.67)	.00	6,266.67	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

JOINT ADMINISTRATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUES</u>					
65-38-102	TRANSFER FROM WATER FUND	.00	105,053.38	305,130.00	200,076.62	34.4
65-38-103	TRANSFER FROM WASTEWATER	.00	97,549.59	403,232.00	305,682.41	24.2
65-38-105	TRANSFER FROM GAS FUND	.00	37,519.07	312,802.00	275,282.93	12.0
65-38-900	SUNDRY REVENUES	5,835.00	5,835.00	.00	(5,835.00)	.0
	TOTAL REVENUES	5,835.00	245,957.04	1,021,164.00	775,206.96	24.1
	TOTAL FUND REVENUE	5,835.00	245,957.04	1,021,164.00	775,206.96	24.1

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

JOINT ADMINISTRATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
65-41-110 SALARIES-PERMANENT EMPLOYEES	17,522.40	152,425.99	445,568.00	293,142.01	34.2
65-41-117 ATTORNEY SALARY	.00	.00	40,000.00	40,000.00	.0
65-41-130 PAYROLL TAXES	1,997.23	30,012.77	46,294.00	16,281.23	64.8
65-41-140 BENEFITS-OTHER	2,786.96	42,353.58	100,470.00	58,116.42	42.2
65-41-144 PRINT AND POSTAGE	.00	.00	10,000.00	10,000.00	.0
65-41-150 STIPENDS - UTILITY BOARD	900.00	4,500.00	11,700.00	7,200.00	38.5
65-41-160 MERCHANT PROCESSING	375.12	5,674.62	30,000.00	24,325.38	18.9
65-41-165 CAPITAL BUILDING	.00	.00	2,000.00	2,000.00	.0
65-41-170 CAPITAL EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
65-41-175 CAPITAL RESERVES PURCHASES	.00	.00	12,000.00	12,000.00	.0
65-41-235 FOOD & REFRESHMENT	.00	475.43	6,000.00	5,524.57	7.9
65-41-240 OFFICE EXPENSE & SUPPLIES	.00	235.83	.00	(235.83)	.0
65-41-250 EQUIPMENT SUPPLIES & MAINT	.00	9,067.97	26,500.00	17,432.03	34.2
65-41-257 FUEL	.00	7,758.62	28,000.00	20,241.38	27.7
65-41-260 TOOLS & EQUIPMENT-NON CAPITAL	.00	1,218.40	26,000.00	24,781.60	4.7
65-41-271 MAINT & SUPPLY - OFFICE	258.03	1,364.28	4,000.00	2,635.72	34.1
65-41-280 UTILITIES	.00	3,408.62	14,000.00	10,591.38	24.4
65-41-285 POWER	.00	1,851.78	12,900.00	11,048.22	14.4
65-41-310 PROFESSIONAL & TECHNICAL	804.54	6,598.61	25,300.00	18,701.39	26.1
65-41-313 AUDITOR	.00	17,240.00	25,000.00	7,760.00	69.0
65-41-315 LEGAL - GENERAL	.00	.00	5,000.00	5,000.00	.0
65-41-317 INFORMATION TECHNOLOGY - CONS	.00	2,094.27	.00	(2,094.27)	.0
65-41-319 INFORMATION TECHNOLOGY - SYSTE	.00	19.75	.00	(19.75)	.0
65-41-330 EDUCATION	.00	796.00	9,000.00	8,204.00	8.8
65-41-510 INSURANCE	.00	51,288.90	130,000.00	78,711.10	39.5
65-41-720 BUILDINGS	.00	495.41	10,000.00	9,504.59	5.0
65-41-741 EQUIPMENT - OFFICE	.00	.00	3,200.00	3,200.00	.0
65-41-780 RESERVE PURCHASES	.00	1,667.50	.00	(1,667.50)	.0
65-41-850 DEBT SERVICE - VEHICLE & EQUIP	.00	15,757.04	11,000.00	(4,757.04)	143.3
65-41-900 AUTOMATIC PAYMENT INCENTIVE	.00	.00	3,000.00	3,000.00	.0
65-41-901 SURVEY INCENTIVE PROGRAM	.00	.00	11,000.00	11,000.00	.0
65-41-960 TRANSFERS TO RESERVE FUNDS	.00	.00	27,000.00	27,000.00	.0
TOTAL EXPENDITURES	24,644.28	356,305.37	1,077,932.00	721,626.63	33.1
TOTAL FUND EXPENDITURES	24,644.28	356,305.37	1,077,932.00	721,626.63	33.1
NET REVENUE OVER EXPENDITURES	(18,809.28)	(110,348.33)	(56,768.00)	53,580.33	(194.4)



To: Hildale City Council and Mayor
From: Christian Kesselring, Acting Hildale City Manager
Date: December 4, 2019
Subject: City Manager's Report

City Finance

Our annual audit is currently under way. Hinton Burdick is expected to issue the audit report in December or January.

Revenue is generally coming on-track, with the City having received significant additional funds in taxes and roads. As we have been getting a clearer picture of our cash flow situation, however, we are seeing that revenue is not quite keeping up with expenses, confirming the deficit that was predicted in our annual budget. What we can do with that information is to keep a tight handle on our operating expenses and look closely before taking on any new expenditures. Administration will take care to inform the Council of financial justifications when you are considering such new commitments.

Planning and Zoning

A large part of Planning & Zoning's work in November had to do with coming up with a solution to the problem of requiring off-site improvements for all construction, of which you are well aware. Realizing the complexity of the consequences involved in any solution we implement, staff had a frank discussion with the Planning Commission and came to the conclusion that more work remained to be done. The current exemption has already been in place for a year, but in the interest of getting to not only the right answer, but one that the Council and the public can feel good about, we think that one more exemption period is likely necessary. This approach will be presented for discussion in the December council meeting.

Another major issue that came up in the November Planning Commission meeting was the availability of Recreational Resort zoning to developers of small parcels. Initially, the recommendation to the Commission was to eliminate the minimum acreage requirement to qualify for the zone, but after realizing there may be additional obstacles in the land use

ordinance, the Commission tabled the matter for further study. This will likely be considered again in the December Planning Commission meeting, and the Council would see it in the next following meeting.

In November the Planning Commission granted a request for variance from occupancy standards made by the Crossover Recovery Center. They plan to open a substance use treatment center on Utah Avenue, and were asking to be allowed greater numbers based on the size of the house. The Planning Commission voted unanimously to allow up to 47 residents in the treatment center.

Parks

Staff has been focusing on preparing Maxwell Park for winter, which has now descended on us. I have also been working with Nathaniel to prioritize funding for projects in the park, knowing that we have limited money to work with. We are anticipating some minor improvements to signage and traffic control, as well as some lawn repairs.

Police Department

Chief Radley is now working about half time. The department has been busy investigating vandalism and arson crimes, which seem to be on the rise. At our request, they have also been devoting more time to traffic enforcement – particularly stop sign violations.

Fire Department

The Fire Department has been engaged in multiple fire awareness events in the past month, raising the public awareness as well as the profile of the department. Firefighters responded to a chimney fire at the end of October, which calls attention to the critical importance of safety with woodburning stove and chimney maintenance.

Public Works

With chip seal season over, public works is beginning work on updating their systems to enable better asset management, cost tracking and prioritization. Sweepers have been out removing loose gravel from the streets.

Industrial Park

Staff has prepared the sale documents for Lot 31. We have identified multiple lease violations among the remaining tenants in the Industrial Park, and will be asking the Council to approve us to start taking action on those.

Building Department

Hildale continues to see what is somewhat of a building boom. There are multiple large renovations going on, and Andy has begun approving fire suppression systems in some of these large buildings being retrofitted for commercial use.

Community Outreach

Staff has been working with the Marshal's Office and local youth to establish a club for motorcycle and ATV riders, with an emphasis on finding common ground and workable solutions. As we formulate our approach to ATV use within the cities, we hope that the membership of this new club will be very involved.

Utilities

Negotiations of the master fiber agreement for access to Hildale City's fiber network are still ongoing. It has been taking longer than anticipated as we continue working out the rate tables that ISP's will pay on.

Injunction Compliance

We will soon have dates for the Constitutional Training and the Fair Housing Training. Your support in ensuring full attendance will be appreciated.

Closing

We in the city administration hope that the information we provide is helpful to the Council in fulfilling your strategic and oversight roles. It continues to be challenging yet rewarding to serve the City, and we should all be proud of what we have managed to accomplish.

Public Works Report

November 2019

ADA ramp project is near 90% complete. The weather is causing some delays. We hope to have the project completed by the time of the scheduled walkthrough on December 18th.

We have been operating the crusher plant as needed.

We have been working on the sanding snow removal equipment in preparation of storms.

Parks Dept. has the irrigation system winterized.

We ground up Redwood Street from Arizona to Township. We intend to do two blocks on Cooke east of Central St. and on University two blocks west of Central.

The road crew has been filling in for the landfill crew. We sent two operators to the MOLO class in phoenix etc. They both passed the exam and now are certified.

We have been sweeping the loose chip off the roads that have been chipsealed.

When the roads were dry and dusty, we received complaints of the rough and dusty roads. We did some watering with water truck and grading. With the moisture we received we are trying to get across the dirt roads in town with the grader.

We have had discussion with Garkane about removing and replacing some of the trees under the power lines. We plan to get more information and present it to the council.

We still have the irrigation system to put in to Mohave Ave. and over to Central Street and east to Hildale Street. Heber has been working on a grant application we that hope will help with the cost.

We have done more roadside mowing and help to get the airport mowed.

Thanks for the opportunity to help improve our community.

Public Works Director

Dean Cooke

HILDALE - COLORADO CITY FIRE DEPARTMENT

FIRE CHIEF'S REPORT TO THE BOARD

November 26, 2019

ADMINISTRATIVE ACTIONS: Kevin attended the regional committee drafting a guideline for active shooter / hostile events. Hildale FD was issued two ballistic vest & helmet sets.

Kevin attended the Western Arizona Council of EMS meeting in Yuma on 11/7/19. He gave input at the WACEMS grant review committee the evening before. We were awarded \$2,389 for a transport ventilator.

The Southwest Regional Response Team meetings were in St. George on 11/12/19. This included a training by the Health Department on Family Reunification Centers after a significant incident.

Boardmember Jared Barlow and Chief Barlow met with Charles Hammon to discuss the process required for land purchase by a government agency. Mr. Hammon is willing, as a licensed Arizona real estate broker, to help the District walk the process through.

Staff also met with Benjamin Cawley to discuss the Relief & Pension plan. He will do some research into the laws and requirements. Several possible options were discussed, particularly the need to separate the Volunteer Firefighter plan from the plan available to paid employees.

The Hildale Fire Department was notified by Medicare that the HFD was one of about 2,500 agencies nationwide that were randomly selected for detailed cost reporting. This is a new requirement. Even though this will be time consuming, it can be helpful to all ambulance agencies by verifying that the Medicare allowance for transport is a mere fraction of the true cost.

Edwin and Dan have been working hard to complete the details needed for the billing transition. It is expected that Gold Cross Services will be in full swing by the end of November, retroactive back one month.

Kevin attended the Mohave County Fire Officers Association monthly meeting in Kingman on 11/21/19. He was voted in as the MCFOA President for a one-year term.

TRAINING REPORT: The December ALS Inservice was simply a short presentation on patient follow-up reports from the hospital. A special appreciation dinner was provided by citizen Kenneth Knudson.

The fire training for the month was the annual SCBA Evaluation, which includes timing and a blackout drill. Captain Porter set up a 200 ft. hose maze to test the firefighter's ability to follow a hose line out of a building. The first night was at Station 2 with the use of training smoke. The second night was at the old CCUSD North Auditorium, and hoods were used for the blackout.

The special operations training was on Hazardous Materials response command and scene organization.

AC Edwin attended a full day training on Ambulance documentation in Fort Mohave Mesa.

The Hurricane Valley FD EMT class is now complete with final class testing on 11/25/19. Four members have been in the class and will still need to complete NREMT written testing.

MAINTENANCE REPORT: New tires were placed on Rescue 1051, and A110. A110 was out of service for several weeks awaiting a specialized AC pump. A107 is out of service awaiting tires (on order) and air system repairs. A pump shift air valve was replaced on E1011.

FIRE PREVENTION: A LNTB presentation was given to 43 public school preschoolers and staff, including a visit by a fire engine.

Two "Trunk-or-Treat" events were used to distribute fire safety information. Ambulances and fire engines were available for the end of October events at the Cottonwood Park and in Centennial Park, with over 800 contacts made.

OTHER: The department responded to a significant house fire on the night of October 31. The family had started the first fire of the season in a basement wood-burning stove earlier in the day and by late that night there was a raging fire that extended up through the chimney chase and into the attic. There was a quick response by 17 firefighters, two engines, one ladder truck, a heavy rescue, and other support units. The firefighters performed exceptionally well, and even though there was significant damage to the home, the value of what was saved is estimated to be the equivalent of the amount of tax dollars the District receives for an entire year.

RESPECTFULLY SUBMITTED:



Kevin J. Barlow, Chief



10/31/19 - House Fire extended into attic. C1002, R1011, E1011, E1021, L1031, SQ1031, M1011





Director's Report
November 7th, 2019

Hildale-Colorado City Utility Department
320 East Newel Avenue, Hildale UT 84784

Account Update

Number of accounts billed for September 2019:

Water base rate	863
Sewer	80
Gas base rate	654
Water Penalties	458
Gas Penalties	318

of shut off notices printed September 15, 2019 207

of final billed accounts with final bill date in September is **13**

of new connect accounts in September is **6**

Radium Water Treatment Update

The Department has been working closely with Willow Stick, a subcontractor of Bowen & Collins Associates, to locate the water fractures in and around Water Canyon. There is a lot of strong data to show that our original suppositions about the water capacity were correct. Additionally, they've also discovered a potential well source location on Hildale City Property which may prove to be a good secondary option should we need to use it.

We are working closely with the United Effort Plan Trust on a potential donation of water rights worth \$1.6 to \$3 million dollars to support our water replacement project. This donation is absolutely critical to the future success of any water replacement project.

Sunrise Engineering will hopefully deliver a report to the City Councils and the Board on possible Radium Treatment solutions for our existing sources. This much delayed report is long overdue because of issues with communication from treatment providers, which should affect how well the Cities view potential treatment providers in their responsiveness to customer needs.

Finally, preliminary testing conducted on our water treatment plant's green rapid sand filters indicate that there is some radium removal (<20%) in the effluent stream. This could mean, we could use both blending and the static radium removal to temporarily alleviate our contamination, however, there is significant doubt this could include any long term solutions.

Safety Council, Culture and Competence

The Department has identified some problematic adherence to safety protocols and safety procedures. In order to address this serious issue, we're working closely with other departments to implement a safety council for both technicians and management to work together on

implementing strong approaches to safety. We've recently entered into contract for high-visibility uniforms and purchased additional road safety cones for better street marking.

Gas Revenue Updates

We've made some movement getting our gas tank inventory off our lots and into customers by doubling our liquid propane sales for the month of September. We may be acquiring more tank inventory to better accommodate smaller users in more closely confined residential areas like trailer parks. Additionally, we are looking for a Propane Delivery Truck Contractor to deliver propane to customers while some of our techs gain the necessary hazmat certifications on their commercial license.

Mid-Year Budget Revision and Salary Revisions

We are approaching our mid-year budget revisions which heavily are contingent on our prospect for our water resources and the revenue projections after the eviction process in Colorado City is completed. This will include a few changes to employee compensation methods that may include education stipends, increases in retirement, base pay, and bonuses. This will be presented to the board the city councils with comparisons of municipalities with similar population sizes. We will be working closely with the city managers to align our regimen to their directives.

Earnings Report

2018		2019	
Description	Totals	Description	Totals
MT-WTR Usage	27,706	MT-WTR Usage	32,821
MT-NGAS Usage	4,700	MT-NGAS Usage	5,200
MT-PRO Usage	5,933	MT-PRO Usage	5,637
LP Usage	2,405	LP Usage	4,497
Description	Totals	Description	Totals
CONST-S Amount	\$ 493.50	DIST-NG Amount	\$ 2.90
PENALTY-W Amount	\$ 9,238.26	PENALTY-W Amount	\$ 14,353.52
PENALTY-G Amount	\$ 2,153.78	PENALTY-G Amount	\$ 3,699.46
BR-WTR Amount	\$ 31,082.79	BR-WTR Amount	\$ 30,674.72
MT-WTR Amount	\$ 40,001.10	MT-WTR Amount	\$ 48,840.67
MT-NGAS Amount	\$ 5,480.96	MT-NGAS Amount	\$ 4,808.68
BR-GAS Amount	\$ 5,539.44	BR-GAS Amount	\$ 5,468.80
SEWER Amount	\$ 71,593.92	SEWER Amount	\$ 70,858.78
MT-PRO Amount	\$ 8,997.35	MT-PRO Amount	\$ 7,871.86
LP Amount	\$ 3,935.97	LP Amount	\$ 7,831.69
CYL-EX Amount	\$ 87.29	DIST-LP Amount	
		CYL-EX Amount	
Total Charges	\$ 178,604.36	Total Charges	\$ 194,411.08



To: Hildale City Council, Mayor Donia Jessop, and Manager (Acting) Christian Kesselring

From: Hildale City Manager (Non-Acting) John Barlow

Date: December 2nd, 2019

Subject: Update on Projects

Attachments: John's Project Planning 2019

Bottom Line Upfront:

November has been productive. I appreciate the opportunity to serve HC from afar.

High Impact Projects:

The Council should pay special attention to these high impact projects:

- General Plan
- Offsite Improvement Ordinance
- Culinary Water Planning

ClearGov:

ClearGov is almost ready for launch. We are completing the final touchups now and creating some marketing material for the official launch.

Please go to hildalecity.cleargov.com and review the progress. Any feedback from the council would be very helpful.

Operational Planning:

“Operational Planning” is the title I am giving my effort to make clear policies and procedures. I am starting with financial policies. Specifically, I am working on procurement policies, A/R policy, and A/P policy. This is an area that will probably be flagged in our audit. Our employees are doing a great job; however, they are operating in a void of specific direction.

Additionally, I am working on a dashboard that shows all of the necessary operational cycles the City is responsible for and how effective the city is completing those operational cycles.

Budget Update FY 2020:

I am preparing a FY 2020 budget update; this will be reducing and more accurately projecting revenues and expenses. This process will be done through ClearGov. The Councilmembers will be asked to digitally review budget update (or at least given the opportunity to). The Council can expect more information and specific direction sometime in December.

This project is about 50% complete. Expenses have been thoroughly reviewed. Still to complete is revenue projecting, capital project planning, and a review of the schedule of fees.

Grant Writing:

The UEP has hired Joan Barlow (my dear mother😊), to write grants, and the City has authorized some pay for labor to Councilmember Seay for grant writing specific to a new police building. This is not a main effort of mine at this time; however, I have let Councilmember Seay and Joan know that if they need anything from the City I am here to help.

As the Council already knows; our second SRTS grant was approved for \$200,000.00. The only further action I will take on this in the next few months is to reach out to the individuals who have pledged donations.

Website Design:

Hildale City has a WordPress website right now which meets all of its functional needs; however, it is a little clunky and leaves aesthetics to be desired.

The three phases of this project are; initial research, develop proposals for council, and then implement (or don't) the course of action the Council chooses. I am in the initial research phase of this project.

City Ordinance Publication:

I am helping Christian and Vincen on this project. I will leave it to Christian to give updates.

Knowledge Management:

This project is to map and move all digital records to a system that gives staff, council, and external users more search-ability and accessibility. Nothing to report on this project.

General Plan:

The general plan will have far reaching implications on the City. I have encouraged the PZ Director and Commission to take their time and build a thorough and inclusive Request for Proposal (RFP); getting all stakeholders involved (public, council, commission, etc.).

I have been giving this some administrative oversight and support.

Off-Site Improvement Ordinance:

Much like the general plan, I have been giving this administrative oversight and support while encouraging the PZ Commission and Director to take time and be thorough about planning and getting stakeholders involved.

Recommendation to the Council:

I highly encourage the Council to get as involved as they possible can with the Planning Commission for the next 6 months. If you cannot make the PZ Commission meetings I recommend listening to the recordings. They will be discussing in detail the two projects above; which will have 20+ year consequences.

With administrative decisions it can be useful for the Council to sit back and wait until it lands on their desk, so they can see it with fresh eyes; however, with these big, far-reaching, legislative decision I highly recommend participating in the process that ends with a general plan or ordinance on the Council's desk.

Closing:

I feel honored by the trust the Council has put in me to serve the community I love. Please feel free to reach out to me or Christian with any questions, concern, or just to say "hello"😊.

Project Planning

STATUS COLOR LEGEND

TASK	STATUS	Not Started	In Progress	Delayed	Complete	Waiting on Chrisitan's Direction	
		ON	ON	ON	ON	ON	ON
		ANTICIPATED START DATE	ANTICIPATED END DATE	ACTUAL START DATE	ACTUAL END DATE	ESTIMATED DURATION	ACTUAL DURATION
ClearGov	In Progress	11/8/2019	12/20/2019	11/8/2019		42.00	0.00
Input Existing Data	Complete	11/8/2019	12/20/2019	11/8/2019	12/20/2019	42.00	42.00
Create Department Head Sections	Complete	11/8/2019	11/16/2019	11/8/2019	11/16/2019	8.00	8.00
Final Adjustments	In Progress	12/1/2019	12/6/2019	12/1/2019		5.00	0.00
Advertise	Not Started	12/15/2019	12/20/2019			5.00	0.00
Publish	Not Started	1/1/2020	1/1/2020			0.00	0.00
Hildale City Tourism Guide	Not Started	2/1/2020	2/29/2020			28.00	0.00
Operational Planning	In Progress	11/8/2019	3/30/2020	11/8/2019		142.00	0.00
Initial Research	In Progress	11/8/2019	1/15/2020	11/8/2019		67.00	0.00
A/R Policy	In Progress	11/8/2019	1/15/2020	11/8/2019		67.00	0.00
A/P Policy	In Progress	11/8/2019	1/15/2020	11/8/2019		67.00	0.00
Create Scope Report	Not Started	12/1/2019	12/31/2019			30.00	0.00
Workplace Climate Survey	Not Started	2/1/2020	2/15/2020			14.00	0.00
Training	Not Started	2/1/2020	2/29/2020			28.00	0.00
Employee Policy Update	Not Started	2/1/2020	2/29/2020			28.00	0.00
Review Procurement Policy	In Progress	7/1/2019	12/31/2019	7/1/2019		180.00	0.00
Asset Managment Program/Policy	Not Started	2/1/2020	2/29/2020			28.00	0.00
Workplace Safety	Not Started	2/1/2020	2/29/2020			28.00	0.00
Emergency/Disaster Response	Not Started	2/1/2020	2/29/2020			28.00	0.00
Calendar of Events	Not Started	2/1/2020	2/29/2020			28.00	0.00
Building Permit Management System	Waiting on Chrisitan's Direction	1/1/2020	1/30/2020			29.00	0.00
FY 2020 Budget Review Update	In Progress	11/8/2019	12/31/2019	11/8/2019		53.00	0.00
Revenue Forecasting	Not Started	12/1/2019	12/31/2019			30.00	0.00
Schedule of Fees	Not Started	12/1/2019	12/1/2019			0.00	0.00
Wages and Salaries Review	Complete	11/8/2019	11/30/2019	11/8/2019	11/30/2019	22.00	22.00
GF/Utility Administration Cost Review	Complete	11/8/2019	11/30/2019	11/8/2019	11/30/2019	22.00	22.00
IGA Review	Complete	11/8/2019	11/30/2019	11/8/2019	11/30/2019	22.00	22.00
Debt Review	Not Started	12/1/2019	12/31/2019			30.00	0.00
Capital Projects	Not Started	12/1/2019	12/31/2019			30.00	0.00
FY 2021 Budgeting	Not Started	1/1/2020	3/30/2020			89.00	0.00
Grant Writing	Delayed					0.00	0.00
Website Design	In Progress	11/8/2019	4/1/2020	11/8/2019		143.00	0.00
Initial Research	In Progress	11/8/2019	12/15/2019	11/8/2019		37.00	0.00

Scope/Concept Overview	Not Started	12/15/2019	12/31/2019			16.00	0.00
Website Design Or Project Management	Not Started	1/1/2020	4/1/2020			90.00	0.00
Website Launch	Not Started	4/1/2020	4/1/2020			0.00	0.00
City Ordinance Publication	In Progress	11/8/2019	3/1/2020	11/8/2019		113.00	0.00
Initial Research	Complete	11/8/2019	12/1/2020	11/8/2019	12/1/2019	383.00	23.00
Develop Proposal/Report	Not Started	12/15/2019	12/31/2019			16.00	0.00
Project Managment	Not Started	12/31/2019	3/1/2020			61.00	0.00
Knowledge Management	Not Started	2/1/2020	2/29/2020			29.00	0.00
Design File Structure	Not Started	2/1/2020	2/29/2020			29.00	0.00
File Server Migration	Not Started	2/1/2020	2/29/2020			29.00	0.00
General Plan	In Progress	11/8/2019	12/31/2020	11/8/2019		413.00	0.00
General Plan RFP	In Progress	11/8/2019	12/31/2020	11/8/2019		413.00	0.00
Administrative Oversight	Not Started	1/1/2020	12/31/2020			360.00	0.00
Public Improvements	In Progress	11/8/2019	6/1/2020	11/8/2019		203.00	0.00
Develop Road Map	Complete	11/8/2019	12/1/2019	11/8/2019	12/1/2019	23.00	23.00
Administrative Oversight	In Progress	11/8/2019	6/1/2020	11/8/2019		203.00	0.00
Prepare Presentation for Council	Not Started	4/1/2020	4/30/2020			30.00	0.00



CONTRACT NO.	
CONTRACTOR:	Hildale City
VENDOR NO.	VC0000154863
PROJECT NAME:	General Plan -- CDO
AWARD NUMBER:	FUND5285-20
CFDA #/TITLE:	N/A
CONTRACT ORIGINATOR:	Gayle Gardner
FEDERAL AGENCY:	N/A

CONTRACT
DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
1385 S. State, Salt Lake City, UT 84115

1. PARTIES: This contract is between the DEPARTMENT OF WORKFORCE SERVICES:
Permanent Community Impact Fund (CIB)

(Board or Program)

Referred to as STATE, and the following CONTRACTOR

Hildale City

Name

P. O. Box 840490

Address

Hildale

Utah

84784

City

State

Zip

Kyle Layton

435-874-2323

435-874-2603

Contact

Phone #

Fax #

2. GENERAL PURPOSE OF CONTRACT:

General Plan

3. CONTRACT PERIOD: Commencing on 10/01/2019 and terminating on 09/30/2021

4. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$25,000.00 , pursuant to the budget attached hereto as Attachment C

5. ATTACHMENTS:

- ✓ ATTACHMENT A – GENERAL PROVISIONS
- ✓ ATTACHMENT B - PROGRAM GENERAL CONDITIONS
- ✓ ATTACHMENT C – BUDGET
- ✓ ATTACHMENT D – SCOPE OF WORK

6. STATE FISCAL YEAR BILLING DEADLINE

DWS must receive proper billing for expenditures incurred up to and including June 30 no later than **July 15** of the same year, due to the DWS fiscal year end. **Billings submitted after this date may be denied.**

SIGNATURES AND ACKNOWLEDGEMENTS

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and certify that they are authorized to legally bind their respective organizations.

CONTRACTOR

APPROVED:

HILDALE CITY

BY:

Signature

Date

Print Name

Title

WITNESS:

Signature

Date

Print Name

Title

STATE

APPROVED:

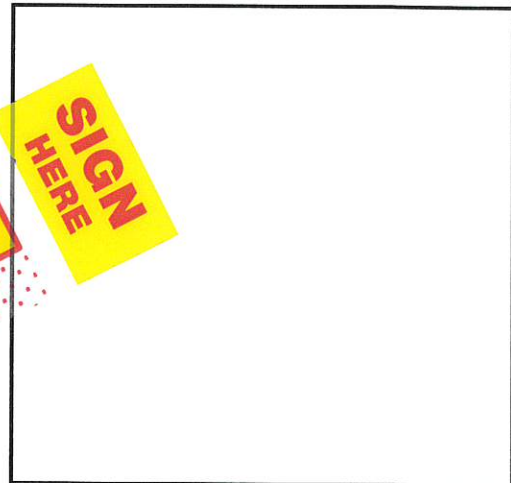
HOUSING & COMMUNITY DEVELOPMENT DIVISION

BY:

Jonathan D. Hardy, Director

Date

UTAH STATE DIVISION OF FINANCE:



ATTACHMENT A
HOUSING AND COMMUNITY DEVELOPMENT DIVISION

1. DEFINITIONS:

a) "Confidential Information" means information that is classified as Private or Protected, or otherwise deemed as confidential under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. The State Entity reserves the right to identify, during and after this Contract, additional information that must be kept confidential under federal and state law.

b) "Contract" means the Contract Signature Pages, attachments, and documents incorporated by reference.

c) "Contract Signature Pages" means the State cover pages that the State Entity and Contractor sign.

d) "Contractor" means the individual or entity identified on the Signature Page, and includes grantees, sub-recipients, loan recipients, and each of their agents, officers, employees, volunteers, contractors, and partners.

e) "Services" means the furnishing of labor, time, and effort by Contractor pursuant to this Contract. Services include, but are not limited to, any deliverables, supplies, equipment, commodities, and professional services required in accordance with this Contract.

f) "Proposal" means Contractor's response to the State Entity's Solicitation.

g) "Solicitation" means the documents and process used by the State Entity to obtain Contractor's Proposal.

h) "State Entity" means the Department, Division, Office, Bureau, Agency, Board or other organization identified on the Contract Signature Pages.

i) "State" means the State of Utah, including its officers, employees, agents, and authorized volunteers.

j) "Subcontractors" means a person or entity under contract with the Contractor or another subcontractor to perform any services, including Contractor's manufacturers, distributors, and suppliers.

2. CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE: This contract is governed by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah.. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: The Contractor shall ensure that all supplies, services, equipment, and construction furnished under this contract complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Contractors receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

4. RECORDS ADMINISTRATION: The Contractor shall maintain all records necessary to properly account for the payments made pursuant to this Contract. The records shall be retained by the Contractor for at least six years after the Contract terminates, or until all audits initiated within the six years, have been completed, whichever is later. The Contractor and any subcontractors shall allow State and Federal auditors, and State Entity Staff or their designees access to all records related to this Contract at no additional cost for audit, inspection, and monitoring of services, and shall allow interviews of any employees or others who might have information related to such records. Such access will be during normal business hours, or by appointment.

5. FINANCIAL REPORTING: Contractor must annually inform the State Entity in writing whether it is a nonprofit corporation and if so, whether it: (i) met or exceeded the dollar amounts listed in Utah Code 51-2a-201.5 in the previous fiscal year; and (ii) anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5 in the fiscal year the money is disbursed. Each nonprofit corporation and local entity shall comply with applicable provisions of Utah Code Title 51 Chapter 2a.

6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

7. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and has no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding, and shall not perform any acts as agent for the State. Persons employed by or through the Contractor shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

8. CONTRACTOR RESPONSIBILITY: Contractor shall comply with all Contract terms and is the sole point of contact with the State. Contractor shall incorporate the terms of this Contract into every subcontract relating to this Contract. Contractor is responsible for Subcontractors' compliance with this Contract.

9. INDEMNITY: Contractor is fully liable for the acts and omissions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs arising out of Contractor's performance of this Contract to the extent caused by any omission, intentional act or negligent act of Contractor, its agents, employees, officers, partners, volunteers, or Subcontractors, without limitation. Contractor is not required to indemnify the State for that portion of any claim, loss, or damage arising due to the sole fault of the State Entity.

10. EMPLOYMENT PRACTICES: The Contractor shall abide by all State and Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e); Executive Order No. 11246; 45 CFR 90; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; as each may be amended.

11. DEBARMENT: The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract, by any governmental entity. The Contractor must notify the State Entity within ten days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Contract period.

12. TERMINATION: This contract may immediately be terminated with cause in advance of the expiration date, upon written notice being given by the other party. The party in violation may be given ten working days after notification, unless a longer cure period is authorized in writing, to correct and cease the violations, after which the Contract may immediately be terminated for cause. This Contract may be terminated without cause, in advance of the expiration date, upon thirty calendar days prior written notice being given the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. Contractor's sole remedy for any claims relating to termination is payment for Services properly performed up to the date of termination.

13. NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:

13.1 Upon thirty days written notice, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State determines that a change in legislation or law materially affects the ability of either party to perform under the contract.

13.2 Upon thirty days written notice, this Contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State determines that a change in available funds affects the State Entity's ability to pay under the Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding as a result of a legislative act or order of the President or the Governor.

13.3 If a notice is delivered under paragraph 12.1 or 12.2 the State will pay the Contractor for services properly performed up to the date specified in the written notice. The State is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of

notice. Contractor's sole remedy for any claims relating to non-appropriation is payment for Services properly performed up to the date of termination.

14. WARRANTY: Contractor warrants, represents and conveys full ownership and clear title to the goods provided under this Contract. Contractor warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Contract shall be new and free from defects; (c) goods and services perform according to all claims that Contractor made in its Response; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Contractor's Response; (f) goods are designed and manufactured in a commercially reasonable manner; and (g) goods create no harm to persons or property. Contractor shall warrant and assume responsibility for all goods that it sells to the State under this contract for a period of one year, unless a longer period is specified elsewhere in this contract. Contractor acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this contract. Product liability disclaimers and warranty disclaimers are not applicable to this contract. Remedies available to the State include but are not limited to: Contractor will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

15. PAYMENT: Payments will be made within sixty days after a correct invoice is received. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within thirty days after the termination or expiration of this Contract, shall release the State from all claims and all liability to the Contractor. Notwithstanding the previous statement, no protest may be filed later than July 15 for any contract terminating or expiring June 30th. Payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any claims that the State may have against Contractor. If this Contract is funded in whole or in part by federal funds, then federal regulations supersede Attachment A to the extent of any conflict, including but not limited to completion of a pre-award risk assessment and certifications pursuant to 2 CFR 200.415. If travel expenses are permitted by the Solicitation, the authorized travel costs will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction. Contractor is solely responsible for the payment of all applicable taxes relating to payments received from the State for the Services.

16. INTELLECTUAL PROPERTY:

16.1 The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other. Unless agreed upon by the parties in writing, all materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this contract shall be considered work made for hire, and Contractor shall transfer ownership to the State Entity.

16.2 Contractor warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other propriety rights. Contractor will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement

17. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, transfer, subcontract responsibilities under this contract, in whole or in part, without the prior written approval of the State Entity. Contractor shall require each subcontractor, transferee and assignee to agree in writing to comply with the terms of this Contract.

18. UNUSED FUNDS: Any funds paid by the State that are not appropriately used as authorized by this Contract must immediately be returned to the State.

19. INELIGIBLE EXPENSES: Contractor expenditures determined by the State Entity to be ineligible for reimbursement because they were not authorized by the Contract or are inadequately documented, and for which payment has been made shall be immediately refunded to the State. The State may withhold subsequent payments under this or other Contracts until the recoupment of overpayments is made.

20. PUBLIC INFORMATION: This Contract, related pricing documents, and invoices are public documents available for distribution in accordance with the Government Records Access and Management Act (GRAMA). Contractor shall comply with GRAMA (UC 63G-2-309) to request a "protected" classification for a record or portion of a record, which may be granted in the sole discretion of the State.

21. PROCUREMENT ETHICS: Contractor shall not give or offer any compensation, gratuity, contribution, loan, reward, or promise to any person in any official capacity relating to the procurement of this Contract. Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

22. REMEDIES: Either of the following events constitute default: (i) Contractor's non-performance of a contractual obligation; or (ii) Contractor's breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten-day period in which Contractor will have an opportunity to cure. Time allowed for cure will not reduce Contractor's liability for damages. If the default remains after the cure period, the State Entity may: (i) exercise any remedy provided by law or equity; (ii) immediately terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future Contracts from the State; and (v) demand a full refund of payments for services that do not conform to this Contract.

23. FORCE MAJEURE: Neither party to this contract will be held responsible for unforeseeable, unavoidable delay or default caused by natural disaster, riot, war, or similar events not caused by the party claiming force majeure. The State may terminate this Contract after determining such delay or default will prevent successful performance of the Contract.

24. EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN: Notwithstanding Section 23 (Force Majeure), Contractors providing critical direct services to vulnerable populations, including but not limited to people experiencing homelessness, shall perform all services in conformity with this Contract. Contractor's performance will not be excused by force majeure. Contractor shall identify the critical functions and processes of its operations essential for providing the services required in this Contract. Contractor shall develop an emergency management and business continuity plan ("plan") that will allow Contractor to continue to operate those critical functions or processes during or following emergencies, pandemic, or other disruptions. Contractor shall ensure its plan addresses at least the following areas:

1. Evacuation procedures;
2. Temporary or alternate living arrangements, including arrangements for isolation or quarantine;
3. Maintenance, inspection, and replenishment of vital supplies, including food, water, clothing, first aid supplies and other medical necessities, including client medications; and the supplies necessary for infection control or protection from hazardous materials, etc.;
4. Communications (with Contractor staff, appropriate government agencies, and clients' families);
5. Transportation;
6. Recovery and maintenance of client records;
7. Staffing plans; and
8. Policies and procedures that address leave for employees unable to work and ensure the timely discharge of the Contractor's financial obligations.

Contractor shall evaluate and update its plan at least annually. Any modifications to Contractor's plan shall be reported to the State Entity within 10 days of the date the modifications are made. Contractor shall also provide the State Entity with a copy of the plan incorporating the identified modifications.

Contractor shall provide annual training for its staff on its plan.

25. CONFLICT OF TERMS: All Contract terms must be in writing and attached to the Contract. In the event of conflict, the order of precedence is: 1) Attachment A: Housing and Community Development Division; 2) Contract Signature Pages; 3) Attachment B: Program Terms and Conditions; 4) Budget; 5) Scope of Work; 6) Additional attachments and documents specifically incorporated by reference; and 7) Contractor's Proposal. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

26. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties in accordance with the Utah Procurement Code. Each amendment shall be attached to this Contract after execution. Automatic renewals are prohibited.

27. INSURANCE: Contractor shall maintain:

- i. Commercial general liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;
- ii. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State if Contractor may use a vehicle in the performance of Services. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be one million dollars per occurrence, combined single limit.
- iii. Contractor shall maintain higher insurance limits and any other insurance policies as required in the Solicitation;
- iv. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed; and
- v. For licensed professionals, professional liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;

Contractor shall add the State as an additional insured with notice of cancellation. Contractor shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Contract award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Contract and may result in immediate termination.

28. CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM: The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

1. Contractor certifies, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State in accordance with applicable immigration laws.
2. Contractor shall require each of its Subcontractors to certify by affidavit, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State in accordance with applicable immigration laws.
3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

29. SUSPENSION OF WORK: If the State Entity determines, in its sole discretion, to suspend Contractor's responsibilities but not terminate this Contract, it shall issue a written notice. Contractor's responsibilities will be reinstated upon written notice from the State Entity. Contractor's sole remedy in the event it objects to a suspension is to terminate the contract without cause.

30. MONITORING: The State Entity may, at any time, inspect the Services. If Contractor delivers nonconforming Services, the State Entity may at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or re-perform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

31. TIME OF THE ESSENCE: Services shall be completed by the deadlines stated in this Contract. For all Services, time is of the essence. Contractor is liable for all damages to the State Entity, the State, and anyone for whom the State may be liable as a result of Contractor's failure to timely perform the Services.

32. EVALUATIONS: The State Entity may conduct reviews, including but not limited to:

32.1: PERFORMANCE EVALUATION: A performance evaluation of Contractor's and Subcontractors' work.

32.2: REVIEW: The State Entity may perform plan checks, plan reviews, other reviews, and /or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

33. STANDARD OF CARE: Contractor and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Contractor is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.

34. CONFIDENTIALITY: Contractor shall ensure that its agents, officers, employees, partners, volunteers and Subcontractors keep all Confidential Information strictly confidential. Contractor shall immediately notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information. Contractor is responsible for any breach of confidentiality, including any required remedies and notifications. Upon termination or expiration of this Contract, Contractor will return all Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall survive the termination or expiration of this Contract.

35. PUBLICITY: Contractor shall submit in writing to the State Entity for pre-approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to approve the advertising and publicity. The State Entity shall respond in writing.

36. CONTRACT INFORMATION: Contractor shall provide name and contract information regarding job vacancies to the State Department of Workforce Services in compliance with UC 35A-2-203. This information shall be provided to the Department of Workforce Services for the duration of this Contract.

37. WAIVER: A waiver of any right, power or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.

38. ATTORNEY'S FEES: In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

39. DISPUTE RESOLUTION: Prior to commencing a judicial proceeding, the parties agree to participate in the good faith negotiation or non-binding mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or experts to assist in the resolution of a dispute. If the State Entity appoints any experts, the State Entity and Contractor shall cooperate in providing information and documents to the experts.

40. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the right to enforce this Contract with respect to any default or defect in the Services. The following provisions will survive termination or expiration of the Contract: Definitions; Contract Jurisdiction, Choice of Law and

**ATTACHMENT B
PROGRAM TERMS AND CONDITIONS
PERMANENT COMMUNITY IMPACT FUND**

1. Permanent Community Impact Fund Board Findings of Fact:

The CONTRACTOR is an applicant under the Permanent Community Impact Fund provisions contained in Utah Code Ann. Section 35A-8-301 to 307. Under its provisions and the powers and functions of the Permanent Community Impact Fund Board (the BOARD), based upon the formal application of the CONTRACTOR, the evidence provided by the CONTRACTOR to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the CONTRACTOR, it is determined that:

a. Under UCA Section 35A-8-305, the CONTRACTOR:

1. Is a State agency or subdivision; who is or may be socially or economically impacted, directly or indirectly, by mineral resource development;
3. Is seeking monies for planning, construction and maintenance of public facilities, or the provision of public services;
4. Meets and complies with the criteria set by statute and by the BOARD for the providing of money to applicants; and
5. Has been prioritized in comparison with other applicants, and the order of payment has been determined, and this contract is appropriate.

b. Under UCA Section 35A-8-307, the BOARD has reviewed the usages of the funds allocated to the CONTRACTOR, and that the usages are within the proper purposes of Section 35A-8-301 to 307, and the Federal Mineral Leasing Act of 1920, 30 U.S.C. Section 191; and under the Rules of the Permanent Community Impact Fund Board, Rule R990-8, the allocation of money to the CONTRACTOR is within the proper prioritization of the BOARD and meets all the criteria and requirements of the rules and statutes involved.

2. Payment by the STATE is subject to availability of state funds.

3. The CONTRACTOR shall apply to the STATE in writing for any proposed modification to the Project which alters ATTACHMENT D – SCOPE OF WORK and/or total CONTRACT AMOUNT. Proposals will be reviewed by staff, and if appropriate, brought before the Permanent Community Impact Board. The STATE reserves the right to reject proposed changes to the SCOPE OF WORK and/or the cost of the proposed modification and to request return of its funds if such changes are made without written STATE and/or BOARD approval. This in no way should be construed to allow any surplus funds to be expended on items not related to the specifically approved Project.

4. The CONTRACTOR agrees to submit for reimbursement only those expenses allowed under the scope of work and authorization from the BOARD. The Fund reserves the right to reject reimbursement requests for ineligible expenses. The STATE shall re-capture and CONTRACTOR shall repay any funds disbursed to CONTRACTOR that are not used by CONTRACTOR for the approved Project or used for any purpose in violation of the terms of this contract or in violation of the law.

5. The CONTRACTOR shall comply with all laws which normally govern its affairs in regard to contracts, fiscal procedure, and fair bidding procedures.

6. If work on the Project has not commenced within 90 days after having received final approval, then this contract may be canceled by written notice from the STATE to the CONTRACTOR. No work completed after receipt of the notice shall be reimbursable. The Project must be completed within the specified contract period.

7. In order for the STATE to comply with its duties under UCA Section 9-8-404, the CONTRACTOR agrees that if any district, site, building, structure, or specimen that is included in or eligible for inclusion in the National Register of Historic Places or the State Register ("cultural/paleontological resources") is discovered during the Project the CONTRACTOR shall immediately stop all construction on the Project

which may affect or impact the cultural/paleontological resources and notify the STATE of the discovery. The CONTRACTOR may not proceed with the Project until it receives further approval from the STATE, which approval may only occur after the STATE takes into account the effects of the Project on cultural/paleontological resources, which may require or result in modification of the Project. The CONTRACTOR further agrees that it shall notify the Utah Division of State History of the discovery and comply with all of the requirements of the Utah Division of State History, including obtaining a permit, if necessary, prior to proceeding any further with those portions of the Project which may affect or impact the cultural/paleontological resource.

8. All interest accrued and/or allocated to these grant funds through this contract shall be deemed property of the Permanent Community Impact Fund and shall be returned to the Fund.

9. The CONTRACTOR agrees to comply with the fiscal reporting requirements in Utah Code Sections 51-2a-102 through 201.5, as amended.

10. The CONTRACTOR must abide by the program rules and regulations, as set out in the CIB Program Summary document, which can be accessed on the CIB website, under "Program Summary and Application", or upon request from the Fund Manager.

(Revised November 13, 2018)

ATTACHMENT C – BUDGET

Hildale City

COST SHARING

Total Project Cost	\$ <u>50,000.00</u>
Project Revenues	
Applicant Cash	\$ <u>25,000.00</u>
Local Cash	\$ <u>0.00</u>
State Grant	\$ <u>0.00</u>
PCIFB Loan	\$ <u>0.00</u>
PCIFB Grant	\$ <u>25,000.00</u>
Total Revenues	\$ <u>50,000.00</u>

BUDGET

1. Construction	1. \$ 0.00
2. Construction Contingency	2. 0.00
3. Engineer/Architect	3. 0.00
4. Special Studies	4. 50,000.00
5. Land/Rights-of-Way/Water Rights	5. 0.00
6. Equipment	6. 0.00
7. Administration	7. <u>0.00</u>
TOTAL	\$ 50,000.00

ATTACHMENT D - SCOPE OF WORK

General Plan

The project consists of updating Hildale's 2016 General Plan and zoning map to reflect a future-oriented vision for their community.

December 6, 2019

Catalyst Construction, LLC
C/O Charles Knudson
1233 N 200 W
Hurricane, UT 84737

RE: Lease to Lot 38 in Hildale Industrial Park

Dear Mr. Roundy:

I write regarding the lease held by Catalyst Construction to Lot 38 in the Hildale Industrial Park, under a lease agreement dated December 25, 2017. You appear to be in default under the terms of the lease agreement, as follows.

The City believes that you are allowing individuals to use the leased property for residential purposes, based upon frequent ingress and egress of personal vehicles at all hours of the night and day, despite the absence of any visible business operations. The Declaration of Protective Covenants applicable to all properties within the Industrial Park provides that lots may only be used for industrial, manufacturing, commercial, and warehousing enterprises, and must comply with City land use regulations. Specifically, it provides that residential use is not permitted except for employees “whose residence on the Property forms an integral part of the operation of the business.” Furthermore, the Land Use Ordinance (see <http://hildalecity.com/wp-content/uploads/2019/04/LU-Ordinance-FINAL-12.27.pdf>) does not permit residential uses within the GC (General Commercial) Zone. Finally, your lease agreement does not allow you to let or sublet out any portion of the leased property.

Unless you can provide satisfactory proof that the leased property is not being used for residential purposes, the City will proceed to terminate your lease and retake possession of the premises. We will accept as proof the opportunity for City officials to inspect all facilities located on the leased property within 21 days. Please provide a written response within 14 calendar days from the date of this letter, indicating your willingness to accommodate such an inspection or, if such residential uses are currently occurring, your plan of correction to remedy the violation.

Mayor: Donia Jessop

City Council: Maha Layton, JVar Dutson,
Lawrence Barlow, Jared Nicol, Stacy Seay.

One more matter is that of an apparent improper assignment of your lease to another entity. Although your logo does remain on a sign in the front window of your building, there is no other indication that Catalyst Construction continues to occupy the leased property. Furthermore, payments on the lease have been coming from a different entity, Air Doctor Solutions. The City has not received any request yet from Catalyst Construction to transfer its lease to Air Doctor Solutions. Unless such a request or other explanation is received in writing within 14 calendar days from the date of this letter, the City will consider the improper assignment a material breach of your lease agreement and will proceed to terminate your lease and retake possession of the premises.

I will appreciate your prompt attention to these matters. As a property owner in the Hildale Industrial Park, the City takes seriously its part in maintaining an attractive environment in the park to support robust economic growth. I hope that you share the same desires. Any response can be directed to: City Manager, Hildale City, 320 E Newel Ave, PO Box 840490, Hildale, UT 84784; by email to manager@hildalecity.com; or by phone to (435) 874-2323.

Regards,



Christian A. Kesselring
Acting City Manager

Cc: PO Box 548
Beaver, UT 84713

Air Doctor Solutions
PO Box 842400
Hildale, UT 84784

December 6, 2019

Perco Rock Co.
C/O Veronica Barlow
PO Box 840015
Hildale, UT 84784

RE: Lease to Lot 27 in Hildale Industrial Park

Dear Ms. Barlow:

I write regarding the lease held by Perco Rock to Lot 27 in the Hildale Industrial Park, under a lease agreement dated January 1, 1999. You appear to be in default under the terms of the lease agreement, as follows.

The City believes that you are allowing individuals to use the leased property for residential purposes, based upon the presence of multiple travel trailers and mobile homes. The Declaration of Protective Covenants applicable to all properties within the Industrial Park provides that lots may only be used for industrial, manufacturing, commercial, and warehousing enterprises, and must comply with City land use regulations. Specifically, it provides that residential use is not permitted except for employees “whose residence on the Property forms an integral part of the operation of the business.” Furthermore, the Land Use Ordinance (see <http://hildalecity.com/wp-content/uploads/2019/04/LU-Ordinance-FINAL-12.27.pdf>) does not permit residential uses within the M-1 (Light Industrial) Zone. Finally, your lease agreement does not allow you to let or sublet out any portion of the leased property.

Unless you can provide satisfactory proof that the leased property is not being used for residential purposes, the City will proceed to terminate your lease and retake possession of the premises. We will accept as proof the opportunity for City officials to inspect all facilities located on the leased property within 21 days. Please provide a written response within 14 calendar days from the date of this letter, indicating your willingness to accommodate such an inspection.

One more matter is that of the tall fence that surrounds the outer perimeter of the leased lots. The height of the fence exceeds the 48-inch maximum permitted in

Mayor: Donia Jessop

City Council: Maha Layton, JVar Dutson,
Lawrence Barlow, Jared Nicol, Stacy Seay.

front yards, and the six-foot maximum permitted in rear or side yards, as established by Section 152-37-9 of the Hildale Code, violating the requirement of your lease that you “comply with all ordinances, laws and regulations of the City,” as well as the applicable provisions of the Declaration of Restrictive Covenants. Therefore, we request that you provide the City with a plan in writing to bring the fence into compliance within 14 calendar days from the date of this letter, or the City will proceed to terminate your lease and retake possession of the premises.

I will appreciate your prompt attention to these matters. As a property owner in the Hildale Industrial Park, the City takes seriously its part in maintaining an attractive environment in the park to support robust economic growth. I hope that you share the same desires. Any response can be directed to: City Manager, Hildale City, 320 E Newel Ave, PO Box 840490, Hildale, UT 84784; by email to manager@hildalecity.com; or by phone to (435) 874-2323.

Regards,



Christian A. Kesselring
Acting City Manager

Cc: PO BOX 1044
PANGUITCH, UT 84759

Mayor: Donia Jessop

City Council: Maha Layton, JVar Dutson,
Lawrence Barlow, Jared Nicol, Stacy Seay.

December 6, 2019

Standard Fuel
C/O Nap E. Jessop
P.O. Box 840398
Hildale, UT 84784

RE: Lease to Lot 34 in Hildale Industrial Park

Dear Ms. Barlow:

I write regarding the lease held by Perco Rock to Lot 34 in the Hildale Industrial Park, under a lease agreement dated October 30, 2014. You appear to be in default under the terms of the lease agreement, as follows.

The City believes that you are allowing individuals to use the leased property for residential purposes, based upon the presence of multiple travel trailers and mobile homes, and the ingress and egress of personal vehicles at all hours of the night and day, despite the absence of any visible business operations. The Declaration of Protective Covenants applicable to all properties within the Industrial Park provides that lots may only be used for industrial, manufacturing, commercial, and warehousing enterprises, and must comply with City land use regulations. Specifically, it provides that residential use is not permitted except for employees “whose residence on the Property forms an integral part of the operation of the business.” Furthermore, the Land Use Ordinance (see <http://hildalecity.com/wp-content/uploads/2019/04/LU-Ordinance-FINAL-12.27.pdf>) does not permit residential uses within the M-1 (Light Industrial) Zone. Finally, your lease agreement does not allow you to let or sublet out any portion of the leased property.

Unless you can provide satisfactory proof that the leased property is not being used for residential purposes, the City will proceed to terminate your lease and retake possession of the premises. We will accept as proof the opportunity for City officials to inspect all facilities located on the leased property within 21 days. Please provide a written response within 14 calendar days from the date of this letter, indicating your willingness to accommodate such an inspection.

Mayor: Donia Jessop

City Council: Maha Layton, JVar Dutson,
Lawrence Barlow, Jared Nicol, Stacy Seay.

I will appreciate your prompt attention to these matters. As a property owner in the Hildale Industrial Park, the City takes seriously its part in maintaining an attractive environment in the park to support robust economic growth. I hope that you share the same desires. Any response can be directed to: City Manager, Hildale City, 320 E Newel Ave, PO Box 840490, Hildale, UT 84784; by email to manager@hildalecity.com; or by phone to (435) 874-2323.

Regards,



Christian A. Kesselring
Acting City Manager

DRAFT

Mayor: Donia Jessop

City Council: Maha Layton, JVar Dutson,
Lawrence Barlow, Jared Nicol, Stacy Seay.

December 6, 2019

Wedgewood Development, Inc.
C/O Craig Roundy
PO Box 774
Hildale, UT 84784

RE: Lease to Lots 1, 2 and 16 in Hildale Industrial Park

Dear Mr. Roundy:

I write regarding the lease held by Wedgewood Development, Inc. to three lots (1, 2 and 16) in the Hildale Industrial Park, under a lease agreement dated October 1, 2009. You appear to be in default under the terms of the lease agreement, as follows.

The City believes that you are allowing individuals to use the leased property for residential purposes, based upon frequent ingress and egress of personal vehicles at all hours of the night and day, despite the absence of any visible business operations. The Declaration of Protective Covenants applicable to all properties within the Industrial Park provides that lots may only be used for industrial, manufacturing, commercial, and warehousing enterprises, and must comply with City land use regulations. Specifically, it provides that residential use is not permitted except for employees “whose residence on the Property forms an integral part of the operation of the business.” Furthermore, the Land Use Ordinance (see <http://hildalecity.com/wp-content/uploads/2019/04/LU-Ordinance-FINAL-12.27.pdf>) does not permit residential uses within the GC (General Commercial) Zone. Finally, your lease agreement does not allow you to let or sublet out any portion of the leased property.

Unless you can provide satisfactory proof that the leased property is not being used for residential purposes, the City will proceed to terminate your lease and retake possession of the premises. We will accept as proof the opportunity for City officials to inspect all facilities located on the leased property within 21 days. Please provide a written response within 14 calendar days from the date of this letter, indicating your willingness to accommodate such an inspection.

Mayor: Donia Jessop

City Council: Maha Layton, JVar Dutson,
Lawrence Barlow, Jared Nicol, Stacy Seay.

One more matter is that of the tall fence that surrounds the outer perimeter of the leased lots. The height of the fence exceeds the 48-inch maximum permitted in front yards, and the six-foot maximum permitted in rear or side yards, as established by Section 152-37-9 of the Hildale Code, violating the requirement of your lease that you “comply with all ordinances, laws and regulations of the City,” as well as the applicable provisions of the Declaration of Restrictive Covenants. Therefore, we request that you provide the City with a plan in writing to bring the fence into compliance within 14 calendar days from the date of this letter, or the City will proceed to terminate your lease and retake possession of the premises.

I will appreciate your prompt attention to these matters. As a property owner in the Hildale Industrial Park, the City takes seriously its part in maintaining an attractive environment in the park to support robust economic growth. I hope that you share the same desires. Any response can be directed to: City Manager, Hildale City, 320 E Newel Ave, PO Box 840490, Hildale, UT 84784; by email to manager@hildalecity.com; or by phone to (435) 874-2323.

Regards,



Christian A. Kesselring
Acting City Manager

Mayor: Donia Jessop

City Council: Maha Layton, JVar Dutson,
Lawrence Barlow, Jared Nicol, Stacy Seay.

FIBER CONDUIT ACCESS AGREEMENT

This Fiber Conduit Access Agreement (the “Agreement”) is entered into by and between the CITY OF HILDALE, a Utah municipal corporation (“Hildale”), the TOWN OF COLORADO CITY, an Arizona municipal corporation (“Colorado City”) (collectively, the “Cities”) and HI-SPEED.US, LLC, a Nevada limited liability company (“TKS”), effective as of the later of the dates set forth below (the “Effective Date”). Throughout this Agreement either of the Cities or TKS may be referred to individually as a “Party” and collectively as the “Parties.”

Recitals

WHEREAS, the Cities each own fiber networks within their respective municipal boundaries;

WHEREAS, the Cities’ fiber infrastructure is generally installed inside flexible conduit within public rights-of-way, in accordance with municipal development standards;

WHEREAS, TKS desires to have access to fiber conduit from a location on the west side of Highway AZ-389, passing under the highway in an easterly direction under the highway on the south side of Uzona Avenue to a point adjacent to an antenna tower located on Lot 33 in the Hildale Industrial Park, which route is depicted on the map attached hereto as Exhibit A;

WHEREAS, the Cities do not currently have fiber conduit in the above-described locations, but are interested in further expanding their networks there; and

WHEREAS, the Parties wish to enter into this Agreement for their mutual and respective benefits, subject to the terms and conditions set forth herein.

Terms and Conditions

- 1. Conduit Installation and Dedication.** TKS agrees to install fiber conduit within the public rights-of-way as depicted in Exhibit A (the “Conduit”), and furthermore to install a bundle of fiber containing at least 12 strands within the Conduit (the “Municipal Fiber”) in accordance with the Cities’ ordinances and standards, as well as with all applicable local, state and federal laws. TKS shall be responsible to obtain all necessary permits related to that portion of the installation lying within rights of way under the jurisdiction of the Arizona Department of Transportation. Upon inspection and acceptance by each of the Cities of the installation within their respective boundaries, TKS agrees that ownership and title to the Conduit and the Municipal Fiber shall pass and be dedicated to each of the Cities within their respective boundaries, subject to the terms and conditions set forth in this Agreement. TKS further agrees that it shall execute and/or deliver to the Cities any documents as the Cities may reasonably request to effectuate or evidence said dedication, as well as to transfer its rights in any related rights-of-way.
- 2. Conduit Access.** The Cities agree that TKS shall have permission to install, operate and maintain a bundle of fiber within the Conduit (the “TKS Fiber”), in

addition to and separate from the Municipal Fiber, provided that the TKS Fiber does not unreasonably interfere with the Cities' use of the Conduit. Likewise, TKS agrees that this Agreement is non-exclusive and that the Cities may permit other parties access to the Conduit, provided that the same does not unreasonably interfere with TKS' access to the Conduit granted herein. Upon termination of this Agreement for any reason, TKS shall remove the TKS Fiber from the Conduit; but if it has not done so within 90 days thereafter, ownership of the TKS Fiber shall pass and be dedicated to each of the Cities within their respective boundaries.

3. **Cost.** TKS agrees to pay the Cities, through their joint utility department, \$35.00 per month during the term of this Agreement, which shall become due and payable on the first day of each calendar month. All such payments shall be allocated between the Cities as they shall separately agree, which allocation shall not change or otherwise affect TKS' satisfaction of its obligations hereunder. Charges not paid when due shall accrue late charges at the rate of 1.5% per month, beginning on the first day of the following calendar month.
4. **Maintenance.** The Cities shall be responsible to maintain the Conduit in good working order and shall respond to requests for service by TKS in a prompt and commercially reasonable manner. TKS shall pay the Cities, together with its regular monthly payments set forth in Section 3 upon receipt of an invoice therefor, a reasonable charge for any maintenance or repairs of the Conduit made necessary by TKS' use or damage, whether negligent or intentional, thereof.
5. **Term.** The term of this Agreement shall be five years from the Effective Date hereof, and such term shall automatically renew year to year thereafter unless either party notified the other parties in writing of its desire to terminate this Agreement at least 90 days prior to the end of such term or extension thereof.
6. **Early Termination.** This Agreement may be terminated at any time upon the express agreement of both parties. A Party may terminate the agreement for material breach by any other party, which termination shall take effect 30 days after giving written notice of the breach, if said breach has not been cured by that time. In the event of an early termination, charges shall be prorated through the termination date.
7. **Regulatory Compliance.** TKS agrees that it will at all times be and remain in compliance with applicable federal and state laws and regulations, and that it shall indemnify, defend and hold the City harmless from any loss, expense or damage (including without limitation reasonable attorney fees and court costs) suffered as a result of its failure to do so.
8. **Police Powers.** The Cities hereby expressly reserve their rights and duties pursuant to general police powers to adopt from time to time such additional ordinances, rules, regulations, and standards as they may deem necessary to promote and protect the health, safety and welfare of residents and of public or private property.

- 9. Disclaimer.** The City does not make, and hereby expressly disclaims any warranties, express or implied, as to the Conduit's merchantability or fitness for a particular purpose. In the event of any harm to TKS arising from its use of services provided hereunder, the City's liability therefor shall not exceed 12 months of monthly charges actually paid by TKS under this Agreement.
- 10. No Assignment.** Neither party may assign this Agreement or any part of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 11. Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Arizona, without giving effect to principles of conflict of laws. Specifically, the conflict of interest provisions set forth in A.R.S. § 38-511 are incorporated herein by reference.
- 12. Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall be curtailed, limited, construed, or eliminated to the extent necessary to remove such invalidity, illegality, or unenforceability and the remaining provisions of this Agreement shall not be affected thereby.
- 13. Entire Agreement.** This Agreement sets forth the final and entire agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter.
- 14. Headings.** The article and section headings used in this Agreement are for reference and convenience only and not to be used in the interpretation or construction of this Agreement.
- 15. Non-Waiver.** The failure by a party at any time hereafter to require strict performance by another party of any of the undertakings, agreements or covenants contained in this Agreement shall not waive, affect or diminish any right of such party to demand strict compliance and performance therewith. None of the undertakings, agreements or covenants of the parties under this Agreement shall be deemed to have been waived unless such waiver is evidenced by an instrument in writing signed by the party to be charged specifying such waiver.
- 16. Notices.** Any and all notices provided pursuant to the terms of this Agreement, shall be hand delivered or sent via first class mail or other commercially reasonable delivery service, as follows (or to such other address as may be subsequently provided):

If to the Cities:

Utilities Director
320 East Newel Avenue
P.O. Box 840490
Hildale, Utah 84784

If to TKS:

Thomas Knudson
Hi-Speed.us, LLC
10450 South Eastern Ave, Suite 108
Henderson, NV 89052

17. Such addresses may be changed by notice to the other party given in the same manner as above provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives below.

HI-SPEED.US, LLC
a Nevada limited liability company

Thomas Knudson, Managing Partner

Date

TOWN OF COLORADO CITY

Joseph Allred, Mayor

Date

Attest:

Vance Barlow, Town Clerk

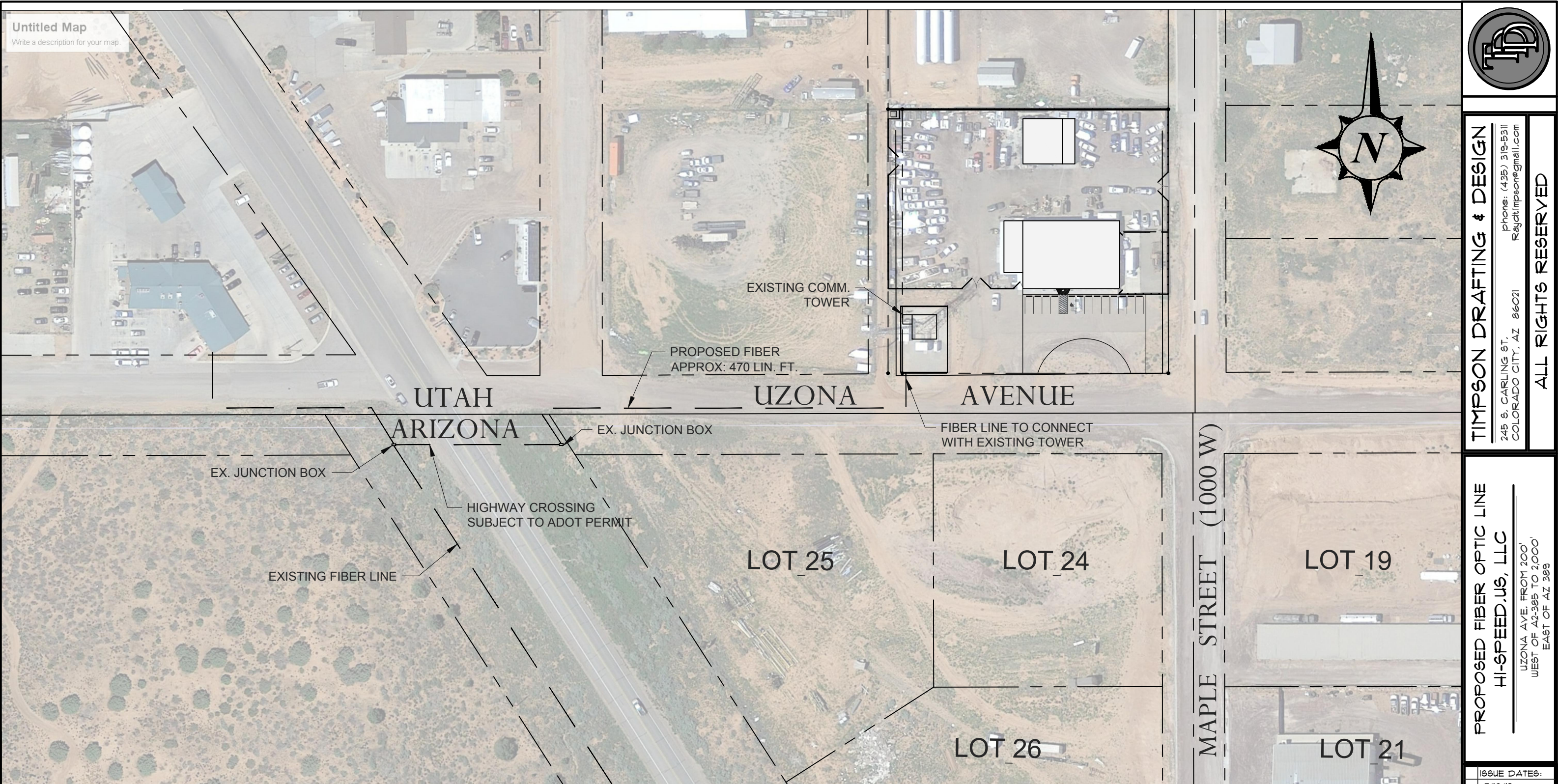
CITY OF HILDALE

Donia Jessop, Mayor

Date

Attest:

Vincen Barlow, City Recorder



_____ PROPERTY LINE
 _____ PROPOSED FIBER LINE

SITE PLAN

SCALE: 1" = 100'-0"

TIMPSON DRAFTING & DESIGN

245 S. CARLING ST.
COLORADO CITY, AZ 86021

phone: (435) 319-5311
Ray@timpson@gmail.com

ALL RIGHTS RESERVED

PROPOSED FIBER OPTIC LINE
HI-SPEED.US, LLC

 UZONA AVE. FROM 200'
 WEST OF A2-385 TO 2,000'
 EAST OF AZ 389

	ISSUE DATES:
	7/18/19
	DRAWN BY:
	C.B.H.

PAGE #

1

SITE PLAN

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

**APPLICATION FOR LAND FOR
RECREATION OR PUBLIC PURPOSES**

(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

FORM APPROVED
OMB NO. 1004-0012
Expires: March 31, 2019

Date

Serial Number
(BLM use only)

Home phone (include area code)

1a. Applicant's name
CITY OF HILDALE

b. Address (include zip code)
PO BOX 840490 HILDALE, UT 84784

Business phone (include area code)
(435) 874-2323

2. Give legal description of lands applied for (include metes and bounds description, if necessary)

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
	27 (see attached)	43S	10W	SLBM

County of
WASHINGTON

State of
UTAH

Containing (acres)
70

3a. This application is for: ☒ Lease ☐ Purchase (If lease, indicate year)

b. Proposed use is ☒ Public Recreation ☐ Other Public Purposes

4. Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

The land has previously been improved, occupied and used as a city park. Specifically, under grant U-17609, the City was authorized for "recreation and public purpose facilities, including a ballpark, concession stands, restrooms, picnic areas, hiking trails and camping sites." The City has fully developed approximately 15 acres, and utilizes the remaining 55 acres for trails, open space and flood control facilities. Our proposal with this application is only to continue using the land as is. Any further development plans will be proposed with a later application, contingent upon future availability of funding.

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.

The City of Hildale is a Utah municipal corporation and is authorized to lease real property by Section 10-8-2 of the Utah Code.

6. Attach a copy of your authority for filing this application and to perform all acts incident thereto.

7. If land described in this application has not been classified for recreation and/or public purposes pursuant to the Recreation and Public Purposes Act, consider this application as a petition for such classification.

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? ☒ Yes ☐ No (If "no," describe the situation or activity and your plans for achieving compliance.)

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? ☒ Yes ☐ No (If "no," describe the situation or activity and the reasons for nonaccessibility).

Applicant's Signature

Date

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 (*Sales*) and 43 CFR 2912 (*Leases*).
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS

(Items not listed are self - explanatory)

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.
- 3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.
4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
 - a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
 - b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
 - c. Type and general location of all proposed improvements, including public access (*roads, trails, etc.*). This showing may take the form of inventory lists, maps, plats, drawings, or blueprints in

Item

- any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
- d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
 - e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
 - f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
 - g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.
6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48 (d) require that you be furnished the following information in connection with information required by this application.

AUTHORITY: 43 U.S.C. 869 et seq.; 43 CFR Part 2740

PRINCIPAL PURPOSE: The information is to be used to process your application.

ROUTINE USES: In accordance with the System of Records titled, "Land and Minerals Authorization Tracking System—Interior, LLM-32," disclosure outside the Department of the Interior may be made: (1) To appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources, (2) To Federal, State, or local agencies or a member of the general public in response to a specific request for pertinent information, (3) To the U.S. Department of Justice or in a proceeding before a court or adjudicative body when (a) the United States, the Department of the Interior, a component of the Department, or when represented by the government, an employee of the Department is a party to litigation or anticipated litigation or has an interest in such litigation, and (b) the Department of the Interior determines that the disclosure is relevant or necessary to the litigation and is compatible with the purpose for which the records were compiled, (4) To an appropriate Federal, State, local, or foreign agency responsible for investigating, prosecuting, enforcing, or implementing a statute, regulation, rule, or order, where the disclosing agency becomes aware of an indication of a violation or potential violation of civil or criminal law or regulation, (5) To a member of Congress or a Congressional staff member from the record of an individual in response to an inquiry made at the request of that individual, (6) To the Department of the Treasury to effect payment to Federal, State, and local government agencies, nongovernmental organizations, and individuals, and (7) To individuals involved in responding to a breach of Federal data. The BLM will only disclose this information in accordance with the Freedom of Information Act, the Privacy Act, and the provision in 43 CFR 2.56(c).

The Paperwork Reduction Act of 1995 requires us to inform you that:

BLM collects this information to process your request for Federal lands under the provisions of June 14, 1926 (43 U.S.C. 869 as amended), Recreation and Public Purposes Act.

Information will be used to illustrate whether the applicant meets requirements of regulations found in 43 CFR Subpart 2740.

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is necessary for processing of the application. If all the information is not provided, the application may result in delay or preclude the BLM's acceptance of your form.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated at 40 hours per response, including the time for reviewing instructions, gathering, and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the U.S. Department of the Interior, Bureau of Land Management (1004-0012), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

ATTACHMENT 1

APPROXIMATE LEGAL DESCRIPTION

**SW¼NW¼NE¼, W½SW¼NE¼, W½W½SE¼SW¼NE¼, SE¼NE¼NE¼NW¼, SE¼NE¼NW¼, E½SE¼NW¼,
E½E½NW¼SE¼NW¼, E½E½SE¼SW¼NE¼**

Mayor: Donia Jessop

City Council: Maha Layton, JVar Dutson,
Lawrence Barlow, Jared Nicol, Stacy Seay.

HILDALE CITY RESOLUTION: 2019-12-01

**A RESOLUTION OF THE HILDALE CITY COUNCIL TO APPROVE THE SALE OF LOT 31 IN
THE HILDALE INDUSTRIAL PARK TO PREFERRED PARTS LLC.**

WHEREAS, the City of Hildale (the "City"), is the owner of Lot 31 in the Hildale Industrial Park (the "Industrial Park Lot");

WHEREAS, the City's subdivision regulations allow for the sale of parcels that were recorded prior to the adoption of the regulation without coming under the requirements of a subdivision;

WHEREAS, Utah Code § 11-17-3 allows a municipality to sell industrial park properties upon terms that the governing body considers advisable;

WHEREAS, a resolution authorizing the sale of land for industrial park purposes is required;

WHEREAS, the City must receive value in exchange for real property, but that value need not be monetary;

WHEREAS, Preferred Parts LLC (the "Buyer") has offered to buy the Industrial Park Lot from the City; and

WHEREAS, the Industrial Park Lot is free and clear of all encumbrances except for existing leases;

WHEREAS, the Buyer is the current leaseholder on the Industrial Park Lot, having acquired the leasehold interest for value from previous lease holders;

WHEREAS, the City Council did move in open meeting on November 13, 2019 to go forward with the sale of the Industrial Park Lot to the Buyer;

WHEREAS, the City Council finds that the fair value of the Industrial Park Lot to the Buyer as an existing tenant on a long-term lease is \$42,000;

WHEREAS, the City Council finds that the intangible value to the City of a release of all legal liability from the Buyer is \$10,000;

WHEREAS, the City Council finds that the intangible value to the City of landscaping improvements made by the Buyer along one block of highway frontage is \$10,000;

WHEREAS, the City Council finds that the intangible value to the City of the Buyer sustaining their business through what was a very challenging time in our past is \$15,000;

WHEREAS, the City Council desires to grant the Buyer an economic development incentive in the amount of \$7,000; and

WHEREAS, considering these factors, the City Council has determined that it is in the best interest of the municipality to sell the Industrial Park Lot.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF HILDALE CITY, UTAH, as follows:

SECTION 1. Hildale City will sell the parcel identified as HD-HDIP-31 to Preferred Parts LLC for the purchase price of \$42,000.

SECTION 2. Preferred Parts LLC shall be credited \$42,000 towards the purchase price on the basis of the findings set forth above.

SECTION 3. The Mayor is hereby authorized to execute a Real Estate Purchase Contract on these terms and such other terms as are customary.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF HILDALE CITY, UTAH, ON THIS 4TH DAY OF DECEMBER 2019 BY THE FOLLOWING VOTE:

		YES	NO	ABSTAIN	ABSENT
Lawrence Barlow	Council Member				
Stacy Seay	Council Member				
JVar Dutson	Council Member				
Maha Layton	Council Member				
Jared Nicol	Council Member				

Donia Jessop, Mayor

ATTEST:

Vincen Barlow, City Recorder

REAL ESTATE PURCHASE CONTRACT

(Industrial – Raw Land)

THIS REAL ESTATE PURCHASE CONTRACT (“Agreement”) is entered into, and made effective, the later of the signature dates below (“Effective Date”), by and between the CITY OF HILDALE, a Utah municipal corporation (“Seller”) and Preferred Parts LLC, a Utah Limited Liability Company (“Buyer”). Throughout this Agreement both Buyer and Seller may be referred to individually as “Party” and collectively as “the Parties”.

RECITALS

A. WHEREAS, Seller is the owner of a parcel of real property located within the Hildale Industrial Park Subdivision known as Lot 31, and identified by the Washington County Assessor as parcel number HD-HDIP-31 (“Property”) more particularly described as:

ALL OF LOT 31, HILDALE INDUSTRIAL PARK, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah

B. WHEREAS, Buyer or a related entity of Buyer, presently holds a leasehold interest in the Property by virtue of certain ground lease originally entered into between the Seller and Buyer or a related entity of Buyer or one of its predecessors (“Ground Lease”) and Buyer or its predecessors/affiliates have expended substantial funds in constructing and maintaining various structures and other leasehold improvements upon the Property (“Leasehold Improvements”).

C. WHEREAS, Buyer is desirous to purchase the Property, and Seller is willing to sell the Property.

D. WHEREAS, the Parties have negotiated, discussing various terms, and now desire to create one final expression of the agreed terms of this transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth below, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Purchase and Sale. Through Escrow and at Closing as hereinafter provided, and conditioned upon full performance by Buyer and Seller of their obligations under this Agreement, Buyer agrees to purchase and Seller agrees to sell the Property.

2. Purchase Price. The purchase price for the Property shall be Forty-Two Thousand and 00/100 Dollars (\$42,000) (“Purchase Price”). The Purchase Price shall be payable as follows:

a. Buyer Credits. Buyer shall be credited the sum of Forty-Two Thousand and 00/100 Dollars (\$42,000) in consideration of a general release to be provided at Closing, and of certain economic development incentives agreed to by Seller.

b. Balance Due At Closing. Buyer shall deliver to Escrow Company at, or before, Closing the sum of Zero and 00/100 Dollars (\$0.00), for disbursement minus Sellers pro rations and other Closing Costs (as defined below) in cash or certified funds.

3. Title and Escrow. Escrow shall be deemed to be open upon Escrow Company’s receipt of a fully executed counterpart of this Agreement (“Escrow”). Upon receipt, Escrow Company is specifically instructed to prepare a commitment for title insurance (“PR”) showing the names of all vested owners as well as all liens and encumbrances attached to the Property and transmit a copy of the same to both Parties. Furthermore, Escrow Company shall confirm and/or calculate all current taxes, special assessments and any other charges of a like kind or nature relating to the Property up to the Close of Escrow (“Prorations”) and charge said Prorations along with one hundred percent (100%) of all other closing costs including, but not limited to escrow/closing fees, document preparation fees, recording fees, postage and copying fees charged by the Escrow Company (“Closing Costs”) to the Buyer. In doing so, Escrow Company shall prepare a proposed settlement statement indicating the Purchase Price, the Prorations, and the Closing Costs as well as the use of funds for the sale transaction contemplated by this Agreement. If desired and paid for by the Buyer, the Parties may instruct Escrow Company to issue an A.L.T.A. Extended Coverage Owners Policy of Title Insurance (“Extended Policy”).

4. Due Diligence. (omitted)

5. Buyer’s Right to Terminate. (omitted)

6. Right of Entry and Inspection. (omitted)

7. Seller's Disclosures.

a. General Disclosures. Within Thirty (30) days of the Effective Date, Seller shall provide Buyer with: 1) any information known to Seller that may adversely affect Buyer's disclosed use of the Property, 2) any known pending special assessments, association fees, claims, or litigation, 3) copies of covenants, conditions, and restrictions, if any, 4) a copy of the most recent survey, if one has been performed, and 5) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.

b. Preliminary Title Report. Within Five (5) days of the Effective Date Seller shall obtain a "Preliminary Title Report" from Escrow Company together with full and legible copies of all ancillary documents and exceptions on the Property and provide a copy of same to Buyer.

8. Financing. (omitted)

9. Closing. The Escrow is to close ("Close of Escrow" or "Closing") no later than Ninety (90) days after the Effective Date, unless the Parties agree in writing to an extension of time. Possession of the Property shall transfer from Seller to Buyer at Close of Escrow. Seller shall deliver to Buyer, at Close of Escrow: 1) a general warranty deed conveying good and marketable title to Buyer or its assignee, and 2) an Owner's Policy of Title Insurance (the "Policy"), to be furnished by Escrow Company at Buyer's expense insuring Buyer in the amount of the Purchase Price and showing the Property to be subject to no exceptions other than those listed in the PR. Buyer shall pay One Hundred Percent (100%) of Closing Costs as is normal in Washington County, State of Utah. At the Close of Escrow, each of the Parties shall deliver to the Escrow Company such sums, instruments and documents as are required by this Agreement or are customary in similar transactions in Washington County, State of Utah, and each Party shall do all of the things reasonably necessary to close this transaction and carry out the purpose and intent of this Agreement. All Prorations (taxes, insurance, and any other assessments charges of a like kind or nature relating to the Property) shall be paid by the Buyer at, or before, the Close of Escrow.

10. Notices. All notices hereunder shall be in writing, and shall be deemed to have been given or made when actually received if sent by certified mail, postage prepaid, and return receipt requested, Federal Express (or other nationally recognized overnight delivery service) or facsimile transmission (followed by a hard copy sent by certified mail or Federal Express, and will be directed as follows:

If to Buyer:

Preferred Parts LLC
P.O. Box 841580
1120 West Uzona Avenue
Hildale, Utah 84784-1580
Phone: (435) 874-2000

If to Seller:

City of Hildale
c/o Clerk/Recorder
320 East Newel Ave.
P.O. Box 840490
Hildale, Utah 84784-0490
Phone: (435) 874-2323

Any party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

11. Brokers/Attorney. Neither Buyer or Seller are represented by a broker and both Parties represent that no real estate commissions shall be due and payable to any person or party and shall indemnify defend and hold the other harmless from the same.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter contained in it and supersedes all prior or contemporaneous agreements, representations and understanding of the Parties and/or their representatives. No waiver of any of the provisions of the Agreement shall be deemed, nor shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No supplement, modification or amendment of the Agreement nor any waiver of any provision shall be binding unless executed in writing by all the parties.

13. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

14. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next business day. The last day of any period of time described herein shall be deemed to end at 5:00 PM Mountain Standard Time.

15. Jurisdiction/Venue/Controlling Law & Attorney's Fees. The laws of the State of Utah shall apply to the interpretation, construction and enforcement of this Agreement. In the event any legal action is commenced to enforce this

Agreement, the prevailing party shall be entitled to all costs and fees incurred, including reasonable attorney's fees and costs. The Parties expressly agree that jurisdiction and venue for any legal action shall be the 5th District Court, in and for Washington County, State of Utah.

16. Counterparts/Facsimile Signatures. This Agreement may be executed in two or more counterparts and via facsimile signatures. A set of counterparts containing the original or facsimile signatures of all Parties hereto shall have the same effect as a single Agreement containing the original signatures of all Parties.

17. Remedies. Notwithstanding anything in this Agreement to the contrary, in the event that Buyer defaults in Buyer's obligation to purchase the Property, the sole and exclusive remedy of Seller against Buyer shall be to retain the Earnest Money Deposit, in settlement and payment of Seller's costs, expenses and damages (including consequential damages) resulting from such breach, default or failure of Buyer. Seller acknowledges that such sums shall be considered liquidated damages in payment of any such claims Seller may have against Buyer. Notwithstanding anything in this Agreement to the contrary, if Close of Escrow fails to timely occur because of the failure of the Seller to fulfill an obligation of the Seller herein, the Escrow may thereupon be terminated by Buyer. In such event, the Earnest Money Deposit shall be promptly returned to Buyer pursuant to Section 4.c. above, and Buyer shall have available all remedies at law or in equity, including without limitation, specific performance.

18. Miscellaneous.

a. Except as otherwise expressly provided herein, Buyer, on one hand, and Seller, on the other hand, shall bear all of its own expenses (including, without limitation, attorney's fees) incurred in connection with the preparation, negotiation, execution, delivery or performance of the Agreement.

b. Time is of the essence in the performance of each and every term, condition, and covenant contained in this Agreement.

c. The Property is being purchased "AS-IS". All determination of the suitability, condition, and fitness of the Property is the sole responsibility of the Buyer and Seller has made no representations or warranties whatsoever.

d. Any and all assessments, improvement bonds, special improvement districts, limited improvement districts, etc. shall be paid by Buyer, at or before Close of Escrow.

e. The risk of loss shall remain with Seller until the Close of Escrow.

f. The Parties acknowledge and agree that the Property is presently subject to the Ground Lease and, that if Buyer is a different person or legal entity than the Lessee, Buyer will have to either: i) purchase or make arrangements with the Lessee to terminate the Ground Lease, or ii) respect and attorn to the rights of the Lessee arising under the Ground Lease.

19. Joint Preparation. The provisions of this document have been negotiated by all Parties hereto and should therefore not be interpreted or construed in favor of or with prejudice against any particular Party, but in accordance with the general tenor of the language used.

20. Authority of Buyer and Seller. Each Party covenants and warrants that the signatories to this Agreement have full and complete authority to bind their respective ownership entities, that all necessary consents for this transaction have been obtained prior hereto or are reflected herein, that each Party enters into this Agreement with the necessary power and authority to bind itself to the terms hereof, and there exists no outstanding agreements, restrictions or prohibitions, oral or written, express or implied, that would prevent or inhibit the execution and consummation of this Agreement.

(Signature Page to Follow)

BUYER: Preferred Parts LLC
a Utah Limited Liability Company

Arthur Jeffs, President

Date

SELLER: CITY OF HILDALE
a Utah Municipal Corporation

Donia Jessop, Mayor

Date

ATTEST:

Vincen Barlow, City Recorder

GENERAL RELEASE

This General Release (the “Release”) is given by PREFERRED PARTS, LLC (the “Company”), ARTHUR JEFFS and JERUSHA DARGER (the “Owners”) (collectively, “Releasors”), to THE CITY OF HILDALE (the “City”) this ____ day of _____, 2019. The Company, the Owners, and the City are collectively referred to as the “Parties” and are individually referred to as a “Party.”

RECITALS

WHEREAS, the City holds fee title to real property situated in Washington County, Utah, located at 640 North State Street in Hildale, Utah, having Parcel ID HD-HDIP-31 in the office of the Washington County Assessor (the “Property”);

WHEREAS, in 2010, the Company replaced the prior tenant and took possession of the Property, with the intention of entering a lease;

WHEREAS, the Parties have been unable to locate an executed written lease agreement covering the Company’s occupancy;

WHEREAS, the Company filed suit in the Fifth District Court of Washington County, Utah, case no. 140500384 (Arthur Jeffs was later added as a party), seeking among other things judicial declaration of the existence and validity of a written lease to the Company of the Property (the “Lawsuit”);

WHEREAS, on June 28, 2019 the Fifth District Court entered its Decision and Order granting declaratory relief in the Company’s favor, finding that its lease to the Property is valid and existing, with a beginning date of April 19, 2010, an ending date of March 31, 2036, and monthly rent of \$100, with all other terms the same as the prior tenant’s lease;

WHEREAS, each Party maintains the validity of their respective claims and defenses, but they desire to settle their dispute to avoid the risk and expense of additional litigation.

RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, Releasors hereby stipulate and agree as follows:

1. Recitals. The Recitals are incorporated herein.
2. Release and Covenant not to Sue. Releasors, on behalf of themselves and, as applicable, their successors, heirs, assigns, executors, agents, trustees, attorneys, employees, and representatives, hereby fully and irrevocably release, acquit, and forever discharge the City and its successors, assigns, officials, officers, agents, attorneys, employees, representatives and insurers from any and all liabilities, claims, causes of action, suits, losses, damages, costs, expenses and demands arising out of or related to the Property, of any kind, nature, character, type, or description and whether known or unknown, which heretofore exists or may exist, including but not limited to any cause of action they alleged against the City in the Lawsuit (the "Released Claims"). Releasors further covenant to not bring any legal action based on the Released Claims.
3. Warranties. Releasors each represent and warrant to the other Parties (a) that such Party has the sole right and exclusive authority to execute this Release and to receive any consideration to be received hereunder by such Party, (b) that such Party has not sold, assigned, transferred, conveyed, or otherwise disposed of, or agreed to sell, assign, transfer, convey, or otherwise dispose of, any claim, demand, cause of action, obligation, damage, or liability to be released and/or discharged by such Party upon compliance of this Release, and (c) that no other persons or entities has claimed or now claims any interest in the matters to be released and/or discharged by such Party upon compliance of this Release. Each representing and warranting Party agrees to indemnify, defend and hold harmless each of the other Parties from and against any claim, suit or demand of any claimant that alleges the right or authority to prosecute any claim or to receive any settlement consideration with respect to any claim as the successor-in-interest, transferee, subrogee, or assignee of the representing and warranting Party where such claim was released or purported to be released by the representing and warranting Party in this Release.
4. Severability. If any portion of this Release shall be or become illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Release. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified

so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal, and enforceable.

5. Binding Effect. Releasors agree that this Release shall be binding upon and inure to the benefit of the respective successors, legal representatives and assigns of each of them.
6. Applicable Law. Releasors agree that this Release shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Releasors execute this Release effective as of the date entered in the first paragraph above.

PREFERRED PARTS LLC:

Arthur Jeffs, Individually and as President

Jerusha Darger, Individually and as Secretary

Greg Hoole, Attorney for Preferred Parts

HILDALE CITY ORDINANCE No. 2019-018

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HILDALE, UTAH, ADOPTING AMENDMENTS TO HILDALE CITY BEER GARDEN STANDARDS.

WHEREAS, the City of Hildale regulates the sale of alcoholic beverages through its local ordinances, consistent with state law;

WHEREAS, the City has created a Class A limited beer garden license for limited public sale of beer for on-site consumption in specified areas of public parks and other public grounds, in accordance with Section 112-34(9)(f) of the Hildale Code and all other applicable ordinances and laws;

WHEREAS, Class A limited beer garden licensees may not currently operate a beer garden in a public park later than 9:00 p.m.;

WHEREAS, restricting beer garden operations past 9:00 p.m. when community events often extend significantly later has resulted in unanticipated deleterious effects;

WHEREAS, the City Council finds that it is in the best interest of the City for beer gardens to be permitted to operate later than 9:00 p.m.

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

Section 1. Section 112-34 of the Hildale City Code of Ordinances is hereby amended as follows:

(9)(e)(8) No outdoor single event shall continue after 11:00 p.m., ~~unless such event is located in a public park; in such case, the event shall not continue after 9:00 p.m.;~~

(9)(f)(3) Hours of operation. The hours of operation for any beer garden in a public park shall not begin before 10:00 a.m. ~~and~~or continue past ~~9~~11:00 p.m.

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

HILDALE CITY ORDINANCE No. 2019-018

PASSED AND ADOPTED BY THE HILDALE CITY COUNCIL, STATE OF UTAH, ON
THIS 4TH DAY OF DECEMBER 2019.

		YES	NO	ABSTAIN	ABSENT
Lawrence Barlow	Council Member				
Stacy Seay	Council Member				
Jared Nicol	Council Member				
JVar Dutson	Council Member				
Maha Layton	Council Member				

Donia Jessop, Mayor

Attest:

City Recorder

(seal)

HILDALE CITY ORDINANCE No. 2019-017

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HILDALE, UTAH, ADOPTING AMENDMENTS TO HILDALE CITY ZONING MAP.

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

WHEREAS, Applicant has requested a zone change for eight lot(s), comprising approximately 8 acre(s) located on the north side of Jessop Avenue between Cottonwood Street and Pinion Street, from R1-10 (Single-Family Residential 10) to R1-10(PD) (Single-Family Residential 10 w/Planned Development Overlay) zoning, applying the planned development overlay zone for the stated purpose to “help establish and regulate the development of a comprehensive single-family project that is unique and in harmony with the natural features, including variable lot sizes and open space amenities”;

WHEREAS, the purpose of the planned development overlay zone is to allow development design flexibility, integration of mutually compatible uses, consolidation of open spaces, clustering of dwelling units, and optimum land planning with greater efficiency, convenience and amenity than is possible under conventional zone regulations;

WHEREAS, on October 21, 2019, the Hildale City Planning Commission held a duly convened public hearing for the purpose of obtaining public input on the proposed Zoning Map amendment, and considered each written objection filed prior to the public hearing;

WHEREAS, the Planning Commission has recommended approval of the application by the City Council, and has forwarded to the City Council all objections that the Commission received;

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

WHEREAS, in accordance with section 152-23-7(B) of the Hildale Land Use Ordinance, the City Council finds as follows:

1. The proposed planned development overlay zone and associated preliminary site plan:
 - a. Does not conflict with any applicable policy of the Hildale City general plan;
 - b. Meets the spirit and intent of Chapter 23 of the Land Use Ordinance as set forth in section 152-23-1;
 - c. Will allow integrated planning and design of the property and, on the whole, better development than would be possible under conventional land use regulations;

HILDALE CITY ORDINANCE No. 2019-017

- d. Meets the use limitations and other requirements of the zone with which the planned development overlay zone is combined, except as otherwise allowed by the Land Use Ordinance;
- e. Meets the density limitations of the underlying zone, unless a density bonus is granted pursuant to the provisions of this chapter; and
- f. If a density bonus is authorized, provides superior site design and increased amenities, as provided in subsection 152-23-8(C), which ameliorate the potential impact of increased density; and

2. The applicant has:

- a. Sufficient control over the property to be developed to ensure development will occur as approved;
- b. The financial capability to carry out the planned development project; and
- c. The capability to start construction within one year of final plan approval;

and

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

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

Section 1. The Hildale City Zoning Map is hereby amended to change the following described property from R1-10 (Single-Family Residential 10) to R1-10(PD) (Single-Family Residential 10 w/Planned Development Overlay):

LOTS 52 THROUGH 55, AND 60 THROUGH 63, SHORT CREEK SUBDIVISION #13, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER. (A.P.N. HD-SHCR-13-52, 53, 54, 55, 60, 61, 62 & 63)

Section 2. The Preliminary Site Plan submitted to the City Council is hereby made effective, including any and all variations from applicable development standards of the underlying zone, as approved by the Planning Commission.

Section 3. This ordinance shall become effective immediately after publication or posting as required by law.

HILDALE CITY ORDINANCE No. 2019-017

PASSED AND ADOPTED BY THE HILDALE CITY COUNCIL, STATE OF UTAH, ON THIS 4TH DAY OF DECEMBER 2019.

		YES	NO	ABSTAIN	ABSENT
Lawrence Barlow	Council Member				
Stacy Seay	Council Member				
Jared Nicol	Council Member				
JVar Dutson	Council Member				
Maha Layton	Council Member				

Donia Jessop, Mayor

Attest:

(seal)
City Recorder

HILDALE CITY RESOLUTION NO. 2019-12-02

**A RESOLUTION OF THE HILDALE CITY COUNCIL ADOPTING AMENDMENTS
TO THE COUNCIL RULES OF ORDER AND PROCEDURE**

WHEREAS, Hildale City is a validly organized municipal corporation existing according to the laws of the State of Utah;

WHEREAS, Hildale City is operating under a six-member council form of government as provided in the Utah Municipal Code;

WHEREAS, the Utah Municipal Code, in Section 10-3-606(2)(a) of the Utah Code, requires the City to adopt rules or order and procedure to govern public council meetings;

WHEREAS, the City Council has adopted rules of order and procedure in compliance with Section 10-3-606(2)(a); and

WHEREAS, the City Council desires to amend the Rules of Order and Procedure to provide for a regular .

NOW THEREFORE, be it resolved by the Mayor and City Council of Hildale City, Utah as follows:

Section 1. The Rules of Order and Procedure of the Hildale City Council are hereby amended to add the following:

1.4.4 Informational Summaries. By invitation of the Mayor, two Councilmembers, or administrative staff, a member of the public may present an informational summary to the Council. Information summaries are intended to offer a place on the agenda for community partners, proponents of major projects, and individuals with significant grievances to give the Council an informative report beyond the strictures of Public Comment. Presenters shall be required to submit a written statement or report to the City at least one week before the next regular council meeting to be placed on the agenda. During the Informational Summary portion of the relevant meeting, any oral presentation shall be limited to the subject matter of the submitted written material and shall be no longer than ten minutes. In the Mayor's discretion, she or he may respond or ask questions to the presenter after a presentation is finished or may allow a Councilmember or member of the administration to respond or ask questions.

Section 2. This Resolution shall become effective immediately after adoption.

Page 1 of 2

**PASSED AND ADOPTED BY THE CITY COUNCIL OF HILDALE CITY, UTAH, ON
THIS 4TH DAY OF DECEMBER 2019 BY THE FOLLOWING VOTE:**

		YES	NO	ABSTAIN	ABSENT
Lawrence Barlow	Council Member				
Stacy Seay	Council Member				
JVar Dutson	Council Member				
Maha Layton	Council Member				
Jared Nicol	Council Member				

Donia Jessop, Mayor

ATTEST:

Vincen Barlow, City Recorder



X20 S Howard Ave Hildale, UT 84784-0490 P.O. Box 840490 Phone: (435) 876-2323

ZONE CHANGE APPLICATION

Fee: \$100

For Office Use Only:

File No. _____

Receipt No. 114276625

Name: Levi Jessop Telephone: 435-467-7182 *Anydane*

Address: Po Box 840422 Hildale UT, 84784 Fax No. _____

Agent (If Applicable): _____ Telephone: _____

Email: levi.jessop1@gmail.com

Address/Location of Subject Property: 680 N Elm St.

Tax ID of Subject Property: HD-SH22-2-30 Existing Zone District: RA-1

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary)

RA-5

Submittal Requirements: The zone change application shall provide the following:

- ☒ a. The name and address of every person or company the applicant represents;
- ☒ b. An accurate property map showing the existing and proposed zoning classifications;
- ☒ c. All abutting properties showing present zoning classifications;
- ☒ d. An accurate legal description of the property to be rezoned;
- ☒ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ☒ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the third Monday of each month at 6:30 p.m. The deadline date to submit the application is 10 business days prior to the scheduled meeting. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

(Office Use Only)

Date Received: 10/28/19 Application Complete: YES ☒ NO ☐

Date application deemed to be complete: 6/28 Completion determination made by: K-RLS



Hildale City
 320 E.Newel Ave
 Hildale, UT 84784

Email Receipt has been resent.

XBP Confirmation Number: **69266446**

Transaction detail for payment to Hildale City.			Date: 10/28/2019 - 3:48:14 PM
Transaction Number: 114276025PT Visa — XXXX-XXXX-XXXX-7714 Status: Successful			
Account #	Item	Quantity	Item Amount
HD-SHCR-2-30	Land Use	1	\$100.00

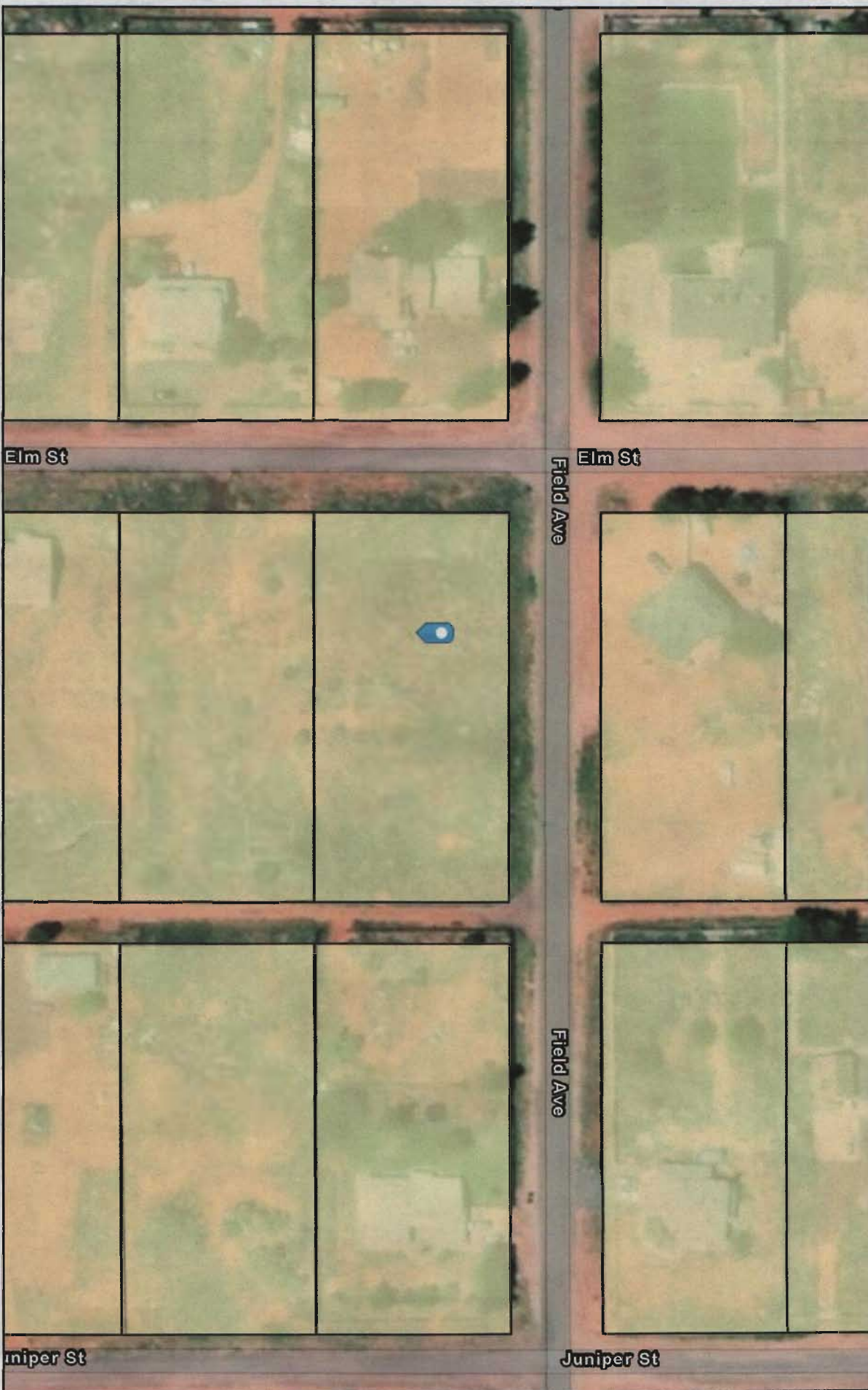
TOTAL: \$100.00

Billing Information

LEVI JESSOP
 680 NORTH ELM STREET
 HILDALE, UT 84784
 435-467-7182
 levijessop11@gmail.com

Transaction taken by: AChatwin

Hildale City Zoning districts



9/6/2019, 6:35:42 PM

Municipal Boundary Zoning District Overlays

Parcels

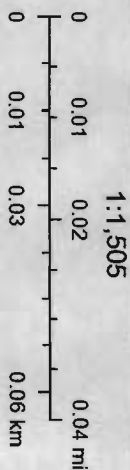
APD - Agriculture protection overlay

HDO - Historic district overlay

PDO - Planned development overlay

SLO - Sensitive lands overlay

EIO - Extraction industries overlay



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Hildale City
Sunrise Cloud SMART GIS®

Special Warranty Deed Page 1 of 2
Russell Shirts Washington County Recorder
04/30/2019 03:42:25 PM Fee \$12.00 By UNITED
EFFORT PLAN TRUST

WHEN RECORDED, RETURN TO:

Levi Jessop
42 N 500 W Apt. 302
Washington, UT 84780

APN: HD-SHCR-2-30

SPECIAL WARRANTY DEED

For good and valuable consideration, JEFF J BARLOW, Executive Director of THE UNITED EFFORT PLAN TRUST ("**Grantor**"), does hereby convey to LEVI JESSOP, of Washington County, Utah ("**Grantee**"), the following described real property situated in Washington County, Utah, together with all rights, privileges, easements and appurtenant benefits relating thereto and all improvements located thereon (the "**Property**");

LOT 30, SHORT CREEK SUBDIVISION 2, according to the official plat thereof on file and of record in the Washington County Recorder's Office.

SUBJECT TO: easements, rights of way, restrictions, reservations, and encumbrances of record and those enforceable in law and equity.

EXCEPT FOR all water rights, if any, appurtenant to the Property, which Grantor does not convey and retains for itself;

AND THE GRANTOR hereby binds itself and its successors to warrant and defend the title against the acts of the Grantor and no other, subject to the matters set forth above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of
the 30th day of APRIL, 2019.

GRANTOR:

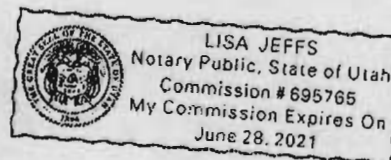
THE UNITED EFFORT PLAN TRUST

By: *Jeff J Barlow*
Its: Executive Director

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 30th day of April, 2019, before me Lisa Jeffs, a notary public,
personally appeared Jeff J Barlow, proved on the basis of satisfactory evidence to be the
person whose name is subscribed to in this document, and acknowledged he executed the
same.

Lisa Jeffs
Notary Public



AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)

COUNTY OF)

I (we), Levi R. Jessop, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying, and the Hildale City Planning staff have indicated they are available to assist me in making this application.

Levi Jessop
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 28th day of October 2019.

Lisa Jeffs
(Notary Public)



Residing in: Washington Co., Utah

My Commission Expires: 6/28/21

Agent Authorization

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this _____ day of _____ 20____.

(Notary Public)

Residing in: _____

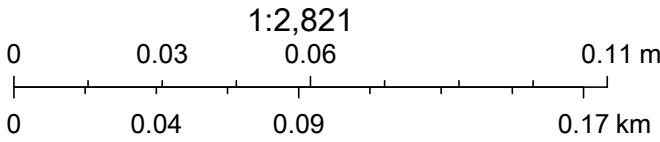
My Commission Expires: _____

Hildale City Zoning districts



11/8/2019, 11:29:40 AM

 Municipal Boundary	 SLO - Sensitive lands overlay	 A-5 - Agricultural 5	 R1-6 - Single-family residential 6	 GC - General commercial	 M-1 - Light industrial
 Parcels	 EIO - Extraction industries overlay	 RA-1 - Residential-agricultural 1	 RM-1 - Multiple-family residential 1	 HC - Highway commercial	 M-2 - Heavy industrial
Zoning District Overlays		Zoning Districts			
 APO - Agriculture protection overlay	 A-40 - Agricultural 40	 RA-.5 - Residential-agricultural .5	 RM-2 - Multiple-family residential 2	 PC - Planned commercial	 OS - Open space
 HDO - Historic district overlay	 A-20 - Agricultural 20	 R1-15 - Single-family residential 15	 RM-3 - Multiple-family residential 3	 POC - Pedestrian-oriented commercial	 PF - Public facilities
 PDO - Planned development overlay	 A-10 - Agricultural 10	 R1-10 - Single-family residential 10	 MH/RV - Mobile home/RV park	 BMP - Business/manufacturing park	
		 R1-8 - Single-family residential 8	 NC - Neighborhood commercial	 PO - Professional office	



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sunrise Cloud SMART GIS®, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and



HILDALE CITY

Established 1963

P.O. BOX 840490 320 E. NEWEL AVE. HILDALE, UTAH 84784 PHONE: 435-874-2323 FAX: 435-874-2603

November 11, 2019

RE: Notice of Public Hearing — Re-zone Request

Parcel Numbers: HD-SHCR-2-30

Address: 680 N ELM ST

To Whom it May Concern:

You are invited to a public hearing to give any input you may have, as a neighboring property owner, regarding a request to re-zone the above-listed parcel(s) from RA-1 (Residential Agricultural 1 Acre) to RA.5 (Residential Agricultural ½ Acre) for the purpose of splitting the lot into two residential lots. The regulations, prohibitions, and permitted uses that the property will be subject to, if the zoning map amendment is adopted, can be found in the Hildale City Land Use Ordinance, available in the City Recorder's office or at <http://hildalecity.com/wp-content/uploads/2018/11/LU-Ordinance-V2.pdf>. The hearing will be held November 21st at 6:30 P.M. MDT, at Hildale City Hall, which is located at 320 East Newel Avenue, Hildale, Utah.

Any objections, questions or comments can be directed by mail to the City of Hildale, Attn: Planning and Zoning Administrator, P.O. Box 840490, Hildale, Utah 84784, or in person at the Hildale City Hall. The Planning and Zoning Administrator can be reached by phone at (435) 874-2323, or by email at kylel@hildalecity.com. Any owner of property located entirely or partially within the proposed zoning map amendment may file a written objection to the inclusion of the owner's property in the proposed zoning map amendment, not later than 10 days after day of the first public hearing. Each written objection filed with the municipality will be provided to the Hildale City Council.

Sincerely,

Kyle Layton
Planning and Zoning Director
Tel: (435) 819-0128

CITY OF HILDALE
P.O. Box 840490 • 320 E. NEWEL AVE.
HILDALE, UT 84784



HILDALE CITY PLANNING COMMISSION APPLICATION STAFF REPORT

Project/Applicant Name: Levi Jessop

Project Address: 680 N Elm St.

Current Zoning: RA-1

Proposed Zoning: RA.5

Summary of Application

The Applicant is requesting an amendment to the zoning map to change 1 lot(s) located on the South East corner of Elm St. and Field Ave. from RA-1 (Residential Agricultural 1 acre) to RA.5 (Residential Agricultural ½ Acre) zoning, for the stated purpose to create two building lots.

Background

The property was given RA-1 Zoning during the original creation of the zoning map. The lot consists of approximately 0.91 Acres of vacant land.

General Plan and Zoning

The property is surrounded by RA-1 properties on all sides. The general map shows this area as low density residential

Analysis

In order for a Zoning Map amendment to be changed the following factors should be considered pursuant to LU Ordinance 152-7-7.E:

- Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan
 - The general plan call for this area to be low density residential. Splitting this lot into two ½ acre lots would still achieve a relatively low density area.
- Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property
 - The property will be surrounded by other residential lots and would be harmonious with the surrounding property
- The extent to which the proposed amendment may adversely affect adjacent property

- No potential adverse affects are seen with this application
- The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection
 - Although services should be adequate enough to service this property this application has not gone up for JUC review at this stage. JUC review will be required before lot split occurs.

Staff Recommendation

The application satisfies the four factors that the LU Ordinance requires. No major negative effects are seen with this application. Staff would recommend that the application moves forward with approval.

Planning and Zoning Meeting Summary:

Public Hearing: No comments were made during the public hearing.

Commissioner Discussion: Commissioner Hammon verified that the minimum acreage for RA.5 is 0.4 Acres. There was discussion on how utilities are handled for a lot split. There were several ideas that were discussed that will be discussed in more detail when talking about off site improvements.

Commission Recommendation: The planning commission recommended that the City Council approve the re-zone application on the condition that a lot split occurs.

HILDALE CITY ORDINANCE No. 2019-019

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HILDALE, UTAH, ADOPTING AMENDMENTS TO HILDALE CITY ZONING MAP.

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

WHEREAS, Applicant has requested a zone change for one lot(s), comprising approximately 0.91 acre(s) located on the southeast corner of Elm Street and Field Avenue, from RA-1 (Residential Agricultural 1) to RA-.5 (Residential Agricultural .5) zoning, for the stated purpose of splitting the lot into two building lots;

WHEREAS, on November 21, 2019, the Hildale City Planning Commission held a duly convened public hearing for the purpose of obtaining public input on the proposed Zoning Map amendment, and considered each written objection filed prior to the public hearing;

WHEREAS, the Planning Commission has recommended approval of the application by the City Council with conditions, and has forwarded to the City Council all objections that the Commission received;

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

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

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

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

**LOT 30, SHORT CREEK SUBDIVISION 2, ACCORDING TO THE OFFICIAL PLAT THEREOF
ON FILE AND OF RECORD IN THE WASHINGTON COUNTY RECORDER'S OFFICE. (A.P.N.
HD-SHCR-2-30)**

Section 2. This zoning map amendment is expressly conditioned upon the applicant completing a lot division of the subject property in such a manner that creates at least one lot smaller than the minimum acreage under the development standards applicable to the RA-1 zone, within one year from the effective date of this Ordinance. In the event that the applicant fails to do so with respect to either property within such time, that property shall automatically revert to RA-1 on the zoning map, and the applicant shall forfeit any vesting, entitlement, or other right to the amended zoning as to that property.

Section 4. This ordinance shall become effective immediately after publication or posting as required by law.

HILDALE CITY ORDINANCE No. 2019-019

PASSED AND ADOPTED BY THE HILDALE CITY COUNCIL, STATE OF UTAH, ON
THIS 4TH DAY OF DECEMBER 2019.

		YES	NO	ABSTAIN	ABSENT
Lawrence Barlow	Council Member				
Stacy Seay	Council Member				
Jared Nicol	Council Member				
JVar Dutson	Council Member				
Maha Layton	Council Member				

Donia Jessop, Mayor

Attest:

(seal)
City Recorder

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF
HILDALE, UTAH, ESTABLISHING A TEMPORARY LAND USE
REGULATION REGARDING OFF-SITE IMPROVEMENTS.**

WHEREAS, Section 152-7-13(E)(2) of the Hildale Code currently requires completion of, or a deposit sufficient to complete street improvements to city standards – including, in many areas, asphalt pavement and gutters – prior to a building permit being issued;

WHEREAS, most local streets in Hildale are unpaved and do not have gutters, including those within areas that have already been developed;

WHEREAS, the City does not yet have a unified plan for how to address the challenge of unimproved rights of way;

WHEREAS, this situation presents a compelling, countervailing public interest, in that while all residents and businesses have an interest in improving our streets, requiring private funding of street improvements on a piecemeal basis is not a practical method of achieving that goal, and in fact will likely deter desirable new construction in developed areas;

WHEREAS, Section 10-9a-504(1)(a) of the Utah Code and Section 152-7-20(A) of the Hildale Code allow the City Council to enact an ordinance establishing a temporary land use regulation for any or all of the area within the municipality if (i) the legislative body makes a finding of compelling, countervailing public interest; or (ii) the area is unregulated;

WHEREAS, the City Council desires to relieve property owners wishing to build in developed areas of the City from the burden of funding street improvements, until the City can formulate a unified plan for solving the problem;

WHEREAS, the attached map recognizes the fundamental difference between previously developed areas of the City, with roads that are traversable by normal vehicular traffic and have historically thus been used, and those at the periphery of the City, which are still largely undeveloped, and where the City wishes to continue requiring street improvements as a condition on development; and

WHEREAS, the City Council will refer the issue to the Planning Commission for deliberation and recommendation of a long-term solution of the need for street improvements.

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

Section 1. While this Ordinance remains in effect, any property that lies substantially within the shaded portions of the attached map of the City shall be exempt from the provisions of Section 152-7-13(E)(2) of the Hildale Code, and from any other local ordinance or regulation that may be construed to require the property owner to complete off-site improvements to a city street or right of way, except with regard to emergency access or flood control.

Section 2. Notwithstanding the provisions of Section 1, any property owner that undertakes to make street improvements voluntarily or under a development agreement shall be required to comply with all city standards applicable thereto.

HILDALE CITY ORDINANCE No. 2019-020

Section 3. This Ordinance shall apply to the consideration of any building permit applications that are pending as of the effective date hereof, or that are filed with the City while this Ordinance remains in effect.

Section 4. This ordinance shall become effective immediately after publication or posting as required by law, and shall automatically expire six months thereafter, unless repealed earlier by action of the City Council.

PASSED AND ADOPTED BY THE HILDALE CITY COUNCIL, STATE OF UTAH, ON THIS 4TH DAY OF DECEMBER, 2019.

		YES	NO	ABSTAIN	ABSENT
Lawrence Barlow	Council Member				
Stacy Seay	Council Member				
Jared Nicol	Council Member				
JVar Dutson	Council Member				
Maha Layton	Council Member				

Donia Jessop, Mayor

Attest:

(seal)
Vincen Barlow, City Recorder

Exhibit A to
Ordinance 2019-
020

(Exemption Area
Map)

