

NOTICE

*The Utility Board will meet on Thursday, December 19th, 2019, at 6:00 p.m. M.D.T.
At 320 East Newel Avenue, Hildale, Utah 84784.*

AGENDA:

1. Call to Order
2. Prayer & Pledge of Allegiance
3. Public Comment
4. Consideration of Utility Waiver Requests
5. Approval of Meeting Minutes
6. Director Report
7. Financial Report
8. Consideration and Possible Action on Collections Agent Agreement Revisions
9. Consideration and Possible on Large Fiber Purchase
10. Fair Housing Training
11. Adjournment

Agenda items and any variables thereto are set for consideration, discussion, approval or other action. The Utility Board may, by motion, recess into executive session which is not open to the public, to receive legal advice from the their attorney(s) on any agenda item, or regarding sensitive personnel issues, or concerning negotiations for the purchase, sale or lease of real property. Board Members may attend by telephone. The Agenda may be 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.

Utility Departments of Hildale/Colorado City

Utility Board Meeting Minutes
320 East Newel Ave, Hildale Utah
Thursday, September 26, 2019 6:00 P.M.

Present: Utility Board

Board Members:	Present	Absent	Excused
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley (by phone)	X		

Staff Present: Harrison Johnson, Nathan Fischer, Vincen Barlow, Vance Barlow, Weston Barlow, Mariah LaCorti

Public Present: Roger Carter, Nelda Hammon, Jonathan Hammon, Katie Cox (this list may be incomplete)

#1 Call to Order

Meeting called to order at 6:00 pm. Roll was taken, quorum present.

#2 Prayer & Pledge of Allegiance

Nathan offered a prayer, the crowd joined in the pledge of allegiance.

#3 Approval of Minutes from August 29, 2019 Meeting

Nathan Burnham moved to ratify the minutes of the August 29, 2019 meeting.

JVar Dutson seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Motion carried.

#4 Public Comment

None

#5 Consideration of Utility Waiver Requests

Katie Cox addressed the board on her water usage for green house and outside gardening. Harrison recommended a waiver after the wastewater superintendent had a chance to review her usage. After discussion on sewer calculations, waivers, metering options and different solutions.

JVar Dutson moved to table the request and allow staff the time to come up with solutions.

Nathan Burnham seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Motion carried.

#6 Director Report

Harrison Johnson reported on number of accounts billed and number of accounts final billed versus new connects. He also discussed sewer headworks replacement project, the Radium concerns and working with Bowens and Collins on getting equipment up on top of the plateau, fiber optic central office and financial concerns with the changing demographics of the communities.

#7 Financial Report

An invoice register was provided for the Board to review.

JVar Dutson moved to pay the bills as they become due and the funds become available.

Stacy Seay seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Motion carried.

#8 Consideration and Possible Action on Implementation of Robert's Rules of Order

This agenda item was tabled to allow the board the time to review the proposed rules.

JVar Dutson moved table this item

Nathan Burnham seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Motion carried.

#9 Consideration and Possible Action on Large Purchase

Harrison presented on need to purchase replacement pump cartridges. Weston gave the board and explanation of where and what they do.

JVar Dutson moved to approve the purchase of 2 replacement cartridges as staff is recommending.

Haven Barlow seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Motion carried.

#10 Consideration and Possible Action Additional Bonus for Employee

Harrison presented on the changing of staff to allow an additional employee bonus

JVar Dutson moved to approve the additional bonus for employee.

Stacy Seay seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		

Stacy Seay	X		
Michael Cawley	X		

Motion carried.

#11 Consideration and Possible Action Wastewater Waiver Policy Revision

Harrison presented. He requested approval of a change to how customers that move into a new home and request a waiver to their sewer charges are calculated.

Nathan Burnham moved to approve the Wastewater Policy Revision policy pending review and recommend it to the city councils.

JVar Dutson seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Motion carried.

Michael Cawley gave the board an update on the Centennial water project

#12 Adjournment

With no other business meeting adjourned at 7:02 pm. Next meeting is scheduled for September 26, 2019 at 6:00 pm.

Minutes were approved at the meeting on _____, 2019.

Vincen Barlow, Hildale City Recorder

Vance Barlow, Colorado City Town Clerk

Summary of Board Actions:

Approval to Pay Bills
Purchase of Replacement Cartridges
Additional Employee Bonus
Wastewater Policy Revision

Utility Departments of Hildale/Colorado City

Utility Board Meeting Minutes
320 East Newel Ave, Hildale Utah
Thursday, November 7, 2019 6:00 P.M.

Present: Utility Board

Board Members:	Present	Absent	Excused
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Staff Present: Harrison Johnson, Nathan Fischer, Vincen Barlow, Vance Barlow, Weston Barlow

Public Present: (this list may be incomplete)

#1 Call to Order

Meeting called to order at 6:00 pm. Roll was taken, quorum present.

#2 Prayer & Pledge of Allegiance

JVar offered a prayer, the crowd joined in the pledge of allegiance.

#3 Public Comment

JVar expressed concern about meetings and scheduling

#4 Consideration of Utility Waiver Requests

None

#5 Director Report

Harrison Johnson reported "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. We are also working closely with the UEP on Water rights." He discusses moving our gas tank supply. He says, "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 are also organizing a safety council." He talks about us approaching our mid-year budget revisions. He presented to the board a brief report on his trip to Wendover, which has a split on state lines. He will be presenting a more detailed report later after he visits the other city.

#6 Financial Report

An invoice register was provided for the Board to review.

JVar Dutson moved to pay the bills as they become due and the funds become available.

Nathan Burnham seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Motion carried.

#7 Consideration and Possible Action on Large Purchase for Water Department

Harrison Johnson presented the need for boring equipment for installation and maintenance to reduce costs. The board had discussion on cost benefits and the quality of work the field crew is doing. After additional discussion on the benefits of boring equipment.

Nathan Burnham moved to approve the purchase of pneumatic boring equipment not to exceed \$10,000.00

Jason Black seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Motion carried.

#8 Consideration and Possible Action on Bee's Market Place Water and Gas Main Line

Haven Barlow stated a conflict with this agenda item.

Harrison Johnson presented the need to approve the Water and Gas main line extensions before the road is re done. These agreement's and extensions will allow for future growth with Centennial Park and future customers. After discussion on the benefits of extending the lines while construction is in progress and for future growth.

JVar Dutson moved to authorize the Department to enter into the agreements with Bee's Market Place and future development to extend the Water and Gas Main Line Extensions and disperse the annotated funds pending legal review.

Jason Black seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow			X
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Motion carried.

#9 Consideration and Possible Action on Resolution to Support Centennial Park Water District Connection Initiative.

Harrison presented a resolution to support Centennial Park Water District. Michael Cawley expressed the support of the district on connection with the cities, he also expressed concern on the water quality that they would be receiving. After additional discussion on water blending and water crossing state lines.

JVar Dutson moved to approve the resolution to support Centennial Park Water District Connection Initiative and whereas the cities have already disperse funds in support of the cooperation assistance agreement between Centennial Park Water District and the Water Departments of Hildale and Colorado City.

Nathan Burnham seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Motion carried.

#10 Consideration and Possible Action on Delinquent Accounts Policy

Harrison presented a delinquent account policy outlying when they will be sent for additional collection options.

Jason Black moved to approve the Delinquent Accounts Policy.

JVar Dutson seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		

Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Motion carried.

#11 Review of Letter to Customers on Sewer Mainline Easement

Harrison presented a letter for the board to review on properties that have a sewer mainline located on their properties.

#12 Adjournment

With no other business meeting adjourned at 8:02 pm. Next meeting is scheduled for November 20, 2019 at 6:00 pm.

Minutes were approved at the meeting on _____, 2019.

Vincen Barlow, Hildale City Recorder

Vance Barlow, Colorado City Town Clerk

Summary of Board Actions:

Approval to Pay Bills
Purchase of Boring Equipment
Water and Gas Mainline Extensions
Resolution in support of Centennial Park Water District
Delinquent Accounts Policy



Director's Report
December 18th, 2019

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

Account Update

Number of accounts billed for November 2019:

Water base rate	875
Sewer	817
Gas base rate	670
Water Penalties	429
Gas Penalties	341

of shut off notices printed November 15, 2019 205

of final billed accounts with final bill date in November is 12

of new connect accounts in November is 11

Water Project Update

The Department met with Sunrise Engineering earlier in the month of December to discuss some preliminary cost estimates of our Treatment options. While there are some final points of information to gather, we have some initial thoughts to deliver. The presented options that are likely to be most effective and most efficient will be filter replacement and plant revision or complete plant replacement. The costs range between \$1.5 to \$3.5 million. The main upgrade would be the replacement of the media which filters the water. Our Rapid Green Sand Filter has never been replaced since installation both in the 1970s and in 2003.

Safety Council, Culture and Competence

The Department chaired a second successful Safety Council meeting, attended by the Fire, Police and Public Works departments where the council coalesced directives and polices on responses to gas emergencies. We established an interdepartmental procedure between Public Works on projects that may include proximity to gas infrastructure.

Delinquent Accounts Report

The Department has been undergoing a process to assess our delinquent accounts that had previously had contracts with the department but has since neglected to continue to pay. Since our delinquent accounts policy incentives expires on December 27th, 2019, we need to update these accounts with the accurate late payment information.

Water Treatment Test

The Department would like to test whether interference from nearby electrical grounding wires, installed by Garkane, may be affecting our monitors' and filters' efficacy. We are in contact with Garkane on a plan to conduct this test by temporarily shutting off the power to the area.

Earnings Report

2018		2019	
Description	Totals	Description	Totals
MT-WTR Usage	15,523	MT-WTR Usage	11,086
MT-NGAS Usage	41,449	MT-NGAS Usage	18,914
MT-PRO Usage	18,187	MT-PRO Usage	12,813
LP Usage	5,241	LP Usage	8,530
Description	Totals	Description	Totals
DIST-NG Amount	\$ 3.73	DIST-NG Amount	\$.41
PENALTY-W Amount	\$ 9,224.93	PENALTY-W Amount	\$ 15,132.17
PENALTY-G Amount	\$ 2,535.98	PENALTY-G Amount	\$ 4,351.68
BR-WTR Amount	\$ 30,999.09	BR-WTR Amount	\$ 31,199.79
MT-WTR Amount	\$ 21,244.07	MT-WTR Amount	\$ 15,346.71
MT-NGAS Amount	\$ 19,193.47	MT-NGAS Amount	\$ 15,940.44
BR-GAS Amount	\$ 5,591.61	BR-GAS Amount	\$ 5,569.80
SEWER Amount	\$ 71,712.47	SEWER Amount	\$ 71,591.12
MT-PRO Amount	\$ 29,724.47	MT-PRO Amount	\$ 18,185.10
LP Amount	\$ 7,452.35	LP Amount	\$ 14,090.15
CYL-EX Amount	\$ -	DIST-MPRO Amount	\$ -
		CYL-EX Amount	\$ 171.31
Total Charges	197,759.72	Total Charges	\$ 191,578.68

Discussion and Decision on Collections Agent

In discussions with Professional Credit, they've encountered difficulties with implementing the 15% Utility Department Covered Collections Cost and the 10% Customer Covered Collections Cost in their accounting systems. This was relayed to the Department after assurances that whatever spread the department chose they would be able to implement.

The Department has expressed displeasure at the outcome, and has been asked to return to the board with the following presentation:

15% Settlement Authority with the Department's approval.

Large Purchase of Fiber Optic Cable

20,000 FT of 24 Strand= \$11,600 (\$.58/ft)

10,000 FT of 12 Strand= \$3,300 (\$.33/ft)

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	UNEARNED	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	2,988.30	14,033.85	60,500.00	46,466.15	23.2
63-41-315 LEGAL - GENERAL	.00	.00	20,000.00	20,000.00	.0
TOTAL EXPENDITURES	2,988.30	14,033.85	80,500.00	66,466.15	17.4
TOTAL FUND EXPENDITURES	2,988.30	14,033.85	80,500.00	66,466.15	17.4
NET REVENUE OVER EXPENDITURES	(2,988.30)	(5,983.96)	.00	5,983.96	.0

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

LITIGATION DEFENSE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<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
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	TOTAL REVENUES	.00	12,533.34	71,600.00	59,066.66	17.5
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	TOTAL FUND REVENUE	.00	12,533.34	71,600.00	59,066.66	17.5
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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	6,266.67	25,066.68	.00	(25,066.68)	.0
TOTAL EXPENDITURES	6,266.67	25,066.68	71,600.00	46,533.32	35.0
TOTAL FUND EXPENDITURES	6,266.67	25,066.68	71,600.00	46,533.32	35.0
NET REVENUE OVER EXPENDITURES	(6,266.67)	(12,533.34)	.00	12,533.34	.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	5,852.50	.00	(5,852.50)	.0
	<u>5,835.00</u>	<u>245,974.54</u>	<u>1,021,164.00</u>	<u>775,189.46</u>	<u>24.1</u>
TOTAL REVENUES	<u>5,835.00</u>	<u>245,974.54</u>	<u>1,021,164.00</u>	<u>775,189.46</u>	<u>24.1</u>
 TOTAL FUND REVENUE	 <u>5,835.00</u>	 <u>245,974.54</u>	 <u>1,021,164.00</u>	 <u>775,189.46</u>	 <u>24.1</u>

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	17,609.40	152,512.99	445,568.00	293,055.01	34.2
65-41-117 ATTORNEY SALARY	.00	.00	40,000.00	40,000.00	.0
65-41-130 PAYROLL TAXES	2,003.88	30,019.42	46,294.00	16,274.58	64.9
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	1,360.15	6,659.65	30,000.00	23,340.35	22.2
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	12.00	776.04	6,000.00	5,223.96	12.9
65-41-240 OFFICE EXPENSE & SUPPLIES	79.20	315.03	.00	(315.03)	.0
65-41-250 EQUIPMENT SUPPLIES & MAINT	649.42	10,296.94	26,500.00	16,203.06	38.9
65-41-257 FUEL	2,008.52	9,862.14	28,000.00	18,137.86	35.2
65-41-260 TOOLS & EQUIPMENT-NON CAPITAL	.00	2,911.40	26,000.00	23,088.60	11.2
65-41-271 MAINT & SUPPLY - OFFICE	339.03	1,445.28	4,000.00	2,554.72	36.1
65-41-280 UTILITIES	508.45	4,139.85	14,000.00	9,860.15	29.6
65-41-285 POWER	808.30	2,660.08	12,900.00	10,239.92	20.6
65-41-310 PROFESSIONAL & TECHNICAL	804.54	6,598.61	25,300.00	18,701.39	26.1
65-41-313 AUDITOR	.00	20,750.00	25,000.00	4,250.00	83.0
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	4,033.90	55,322.80	130,000.00	74,677.20	42.6
65-41-720 BUILDINGS	.00	547.97	10,000.00	9,452.03	5.5
65-41-741 EQUIPMENT - OFFICE	.00	.00	3,200.00	3,200.00	.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	(200.00)	(200.00)	11,000.00	11,200.00	(1.8)
65-41-960 TRANSFERS TO RESERVE FUNDS	.00	.00	27,000.00	27,000.00	.0
TOTAL EXPENDITURES	33,703.75	370,138.84	1,077,932.00	707,793.16	34.3
TOTAL FUND EXPENDITURES	33,703.75	370,138.84	1,077,932.00	707,793.16	34.3
NET REVENUE OVER EXPENDITURES	(27,868.75)	(124,164.30)	(56,768.00)	67,396.30	(218.7)

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

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING REVENUES</u>					
81-37-111 WATER SALES - METERED	14,881.30	207,044.24	247,279.00	40,234.76	83.7
81-37-121 WATER SALES - FLAT RATE	31,355.30	154,490.48	327,651.00	173,160.52	47.2
81-37-331 CONNECTION CHARGES	1,050.00	9,830.00	25,000.00	15,170.00	39.3
81-37-332 CONSTRUCTION	1,553.00	8,575.87	62,400.00	53,824.13	13.7
81-37-411 INTEREST	841.69	4,705.79	3,600.00	(1,105.79)	130.7
81-37-412 PENALTIES	15,132.17	70,745.16	50,000.00	(20,745.16)	141.5
TOTAL OPERATING REVENUES	64,813.46	455,391.54	715,930.00	260,538.46	63.6
<u>NON-OPERATING REVENUE</u>					
81-38-440 SUNDRY NON-OPERATING REVENUE	.00	.00	5,000.00	5,000.00	.0
81-38-450 TRANSFERS FROM R&R RESERVES	.00	.00	150,000.00	150,000.00	.0
81-38-999 CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
TOTAL NON-OPERATING REVENUE	.00	.00	355,000.00	355,000.00	.0
TOTAL FUND REVENUE	64,813.46	455,391.54	1,070,930.00	615,538.46	42.5

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

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING EXPENDITURES</u>					
81-41-210 BOOKS, SUBSCR, & MEMBERSHIPS	.00	100.00	1,500.00	1,400.00	6.7
81-41-230 TRAVEL	.00	2,083.08	4,600.00	2,516.92	45.3
81-41-235 FOOD & REFRESHMENT	.00	31.53	600.00	568.47	5.3
81-41-250 EQUIPMENT SUPPLIES & MAINT	.00	.00	16,000.00	16,000.00	.0
81-41-257 FUEL	.00	.00	200.00	200.00	.0
81-41-260 TOOLS & EQUIPMENT-NON CAPITAL	.00	.00	5,000.00	5,000.00	.0
81-41-273 MAINT & SUPPLY - SYSTEM	10,504.28	13,590.49	58,000.00	44,409.51	23.4
81-41-285 POWER	8,258.26	60,363.36	80,000.00	19,636.64	75.5
81-41-311 ENGINEER	.00	14,966.25	5,000.00	(9,966.25)	299.3
81-41-314 LABORATORY & TESTING	140.00	5,393.00	8,000.00	2,607.00	67.4
81-41-315 LEGAL - GENERAL	.00	.00	1,000.00	1,000.00	.0
81-41-330 EDUCATION	.00	.00	4,000.00	4,000.00	.0
81-41-340 SYSTEM CONSTRUCTION SERVICES	.00	.00	2,000.00	2,000.00	.0
81-41-341 CONST-CUSTOMER'S INSTALLATION	.00	9,110.90	62,400.00	53,289.10	14.6
81-41-432 SPECIAL DEPT SUPPLIES	.00	3,617.37	18,500.00	14,882.63	19.6
81-41-434 2019 WATER GRANT	.00	28,865.72	.00	(28,865.72)	.0
TOTAL OPERATING EXPENDITURES	18,902.54	138,121.70	266,800.00	128,678.30	51.8
<u>NON-OPERATING EXPENDITURES</u>					
81-42-560 BAD DEBT EXPENSE	.00	.00	2,000.00	2,000.00	.0
81-42-730 IMPROVEMENTS OTHER THAN BLDGS	.00	.00	2,200.00	2,200.00	.0
81-42-742 EQUIPMENT - FIELD	.00	.00	2,500.00	2,500.00	.0
81-42-755 AZ STATE TAX SETTLEMENT	.00	150,000.00	150,000.00	.00	100.0
81-42-815 PRINC. & INT W.RIGHTS LOAN	.00	.00	41,300.00	41,300.00	.0
81-42-911 TRANSFERS TO JOINT ADMIN FUND	.00	105,053.38	305,130.00	200,076.62	34.4
81-42-912 TRANSFERS TO LITIGATION	.00	3,133.34	17,900.00	14,766.66	17.5
81-42-914 TRANSFERS TO 2017 JMT RES FUND	.00	1,341.65	13,300.00	11,958.35	10.1
81-42-960 TRANSFERS TO RESERVE FUNDS	.00	.00	69,800.00	69,800.00	.0
81-42-999 CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
TOTAL NON-OPERATING EXPENDITURES	.00	259,528.37	804,130.00	544,601.63	32.3
TOTAL FUND EXPENDITURES	18,902.54	397,650.07	1,070,930.00	673,279.93	37.1
NET REVENUE OVER EXPENDITURES	45,910.92	57,741.47	.00	(57,741.47)	.0

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

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING REVENUES</u>					
82-37-311 SERVICE CHARGES	58,377.52	289,233.83	640,265.00	351,031.17	45.2
82-37-312 SERVICE CHARGES - CPMCWID	13,203.51	65,971.79	145,000.00	79,028.21	45.5
82-37-331 CONNECTION CHARGES	.00	(2,320.00)	10,000.00	12,320.00	(23.2)
82-37-332 SERVICING CUSTOMER INSTALL	.00	4,424.38	20,000.00	15,575.62	22.1
82-37-411 INTEREST	1,775.27	9,477.45	4,500.00	(4,977.45)	210.6
82-37-451 IMPACT FEE	.00	.00	10,000.00	10,000.00	.0
82-37-452 IMPACT FEE - CPMCWID	14,550.00	38,100.00	10,000.00	(28,100.00)	381.0
TOTAL OPERATING REVENUES	87,906.30	404,887.45	839,765.00	434,877.55	48.2
<u>NON-OPERATING REVENUES</u>					
82-38-102 TRANSFERS FROM R&R RESERVE	.00	.00	55,000.00	55,000.00	.0
82-38-999 CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
TOTAL NON-OPERATING REVENUES	.00	.00	255,000.00	255,000.00	.0
TOTAL FUND REVENUE	87,906.30	404,887.45	1,094,765.00	689,877.55	37.0

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

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING EXPENDITURES</u>					
82-41-210 BOOKS, SUBSCR, & MEMBERSHIPS	.00	.00	500.00	500.00	.0
82-41-230 TRAVEL	.00	1,302.59	4,600.00	3,297.41	28.3
82-41-250 EQUIPMENT SUPPLIES & MAINT	.00	441.25	8,000.00	7,558.75	5.5
82-41-257 FUEL	.00	636.12	2,500.00	1,863.88	25.4
82-41-260 TOOLS & EQUIPMENT-NON CAPITAL	.00	1,413.94	7,000.00	5,586.06	20.2
82-41-273 MAINTENANCE & SUPPLY - SYSTEM	25.03	13,933.14	55,000.00	41,066.86	25.3
82-41-285 POWER	2,778.61	8,635.42	36,000.00	27,364.58	24.0
82-41-311 ENGINEER	.00	.00	500.00	500.00	.0
82-41-314 LABORATORY & TESTING	.00	.00	1,500.00	1,500.00	.0
82-41-315 LEGAL - GENERAL	.00	.00	1,000.00	1,000.00	.0
82-41-330 EDUCATION	.00	.00	5,000.00	5,000.00	.0
82-41-340 SYSTEM CONSTRUCTION SERVICES	.00	.00	5,000.00	5,000.00	.0
82-41-341 CONST-CUSTOMER'S INSTALLATION	.00	214.50	20,000.00	19,785.50	1.1
TOTAL OPERATING EXPENDITURES	2,803.64	26,576.96	146,600.00	120,023.04	18.1
<u>NON-OPERATING EXPENSES</u>					
82-42-560 BAD DEBT EXPENSE	.00	.00	1,500.00	1,500.00	.0
82-42-720 BUILDINGS	.00	.00	5,000.00	5,000.00	.0
82-42-742 EQUIPMENT - FIELD	.00	.00	5,400.00	5,400.00	.0
82-42-780 RESERVE PURCHASES	.00	5,381.56	55,000.00	49,618.44	9.8
82-42-812 PRINCIPAL ON BONDS - RDA B	3,056.06	20,243.26	33,500.00	13,256.74	60.4
82-42-813 PRINCIPAL ON BONDS - RDA - C	577.96	2,868.28	6,400.00	3,531.72	44.8
82-42-816 PRINCIPAL ON BONDS - DWQ	.00	.00	80,000.00	80,000.00	.0
82-42-822 INTEREST ON BONDS - RDA - B	5,507.94	22,576.74	69,300.00	46,723.26	32.6
82-42-823 INTEREST ON BONDS - RDA - C	1,042.04	5,231.72	13,100.00	7,868.28	39.9
82-42-911 TRANSFERS TO JOINT ADMIN FUND	.00	97,549.59	460,000.00	362,450.41	21.2
82-42-912 TRANSFERS TO LITIGATION	.00	3,133.34	17,900.00	14,766.66	17.5
82-42-914 TRANSFERS TO 2017 JMT RES FUND	.00	1,341.65	13,300.00	11,958.35	10.1
82-42-960 TRANSFERS TO RESERVE FUNDS	.00	.00	92,900.00	92,900.00	.0
82-42-999 CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
TOTAL NON-OPERATING EXPENSES	10,184.00	158,326.14	1,053,300.00	894,973.86	15.0
TOTAL FUND EXPENDITURES	12,987.64	184,903.10	1,199,900.00	1,014,996.90	15.4
NET REVENUE OVER EXPENDITURES	74,918.66	219,984.35	(105,135.00)	(325,119.35)	209.2

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

GAS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING REVENUES</u>					
84-37-111 GAS SALES - METERED NAT GAS	15,882.00	45,227.52	150,000.00	104,772.48	30.2
84-37-112 GAS SALES - METERED PROPANE	32,620.24	94,787.41	379,874.00	285,086.59	25.0
84-37-113 GAS SALES - CYLINDER	680.30	1,394.72	10,600.00	9,205.28	13.2
84-37-114 GAS SALES - CYLINDER EXCHANGE	218.62	815.16	3,500.00	2,684.84	23.3
84-37-121 NATURAL GAS SALES - FLAT RATE	2,466.16	11,991.69	25,000.00	13,008.31	48.0
84-37-122 PROPANE GAS - FLAT RATE	3,138.86	15,427.80	34,000.00	18,572.20	45.4
84-37-160 CONSTRUCTION REVENUE	741.89	6,914.41	125,000.00	118,085.59	5.5
84-37-331 CONNECTION CHARGES	485.00	3,155.00	5,000.00	1,845.00	63.1
84-37-351 SUNDRY OPERATING REVENUE	.00	.00	47,000.00	47,000.00	.0
84-37-411 INTEREST	1,116.04	6,175.29	3,500.00	(2,675.29)	176.4
84-37-412 PENALTIES	4,351.68	18,902.20	25,000.00	6,097.80	75.6
TOTAL OPERATING REVENUES	61,700.79	204,791.20	808,474.00	603,682.80	25.3
<u>NON-OPERATING REVENUES</u>					
84-38-102 TRANSFERS FROM R&R RESERVE	.00	.00	180,000.00	180,000.00	.0
84-38-901 APPROP - UTILITY FUND BALANCE	.00	.00	22,000.00	22,000.00	.0
84-38-999 CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
TOTAL NON-OPERATING REVENUES	.00	.00	402,000.00	402,000.00	.0
TOTAL FUND REVENUE	61,700.79	204,791.20	1,210,474.00	1,005,682.80	16.9

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

GAS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING EXPENDITURES</u>					
84-41-140 BENEFITS-OTHER	.00	266.48	3,000.00	2,733.52	8.9
84-41-210 BOOKS, SUBSCR, & MEMBERSHIPS	650.00	800.00	2,000.00	1,200.00	40.0
84-41-230 TRAVEL	.00	.00	4,000.00	4,000.00	.0
84-41-250 EQUIPMENT SUPPLIES & MAINT	.00	479.45	5,000.00	4,520.55	9.6
84-41-257 FUEL	128.99	567.65	1,500.00	932.35	37.8
84-41-260 TOOLS & EQUIPMENT-NON CAPITAL	817.83	2,093.81	5,000.00	2,906.19	41.9
84-41-273 MAINT & SUPPLY SYSTEM	474.54	5,923.90	11,700.00	5,776.10	50.6
84-41-280 UTILITIES	.00	100.00	.00	(100.00)	.0
84-41-285 POWER	82.48	480.69	1,000.00	519.31	48.1
84-41-310 PROFESSIONAL & TECHNICAL	.00	303.67	.00	(303.67)	.0
84-41-330 EDUCATION	.00	1,187.32	8,000.00	6,812.68	14.8
84-41-341 CONST-CUSTOMER'S INSTALLATION	.00	3,591.04	125,000.00	121,408.96	2.9
84-41-431 NATURAL GAS COMMODITY SUPPLY	3,550.75	(25,324.90)	65,000.00	90,324.90	(39.0)
84-41-432 PROPANE GAS COMMODITY SUPPLY	6,347.70	31,014.92	250,000.00	218,985.08	12.4
84-41-434 NAT GAS COMMODITY TRANSPORT	2,669.79	(55,182.85)	19,000.00	74,182.85	(290.4)
84-41-580 RENT OR LEASE	2,897.52	2,997.52	4,500.00	1,502.48	66.6
TOTAL OPERATING EXPENDITURES	17,619.60	(30,701.30)	504,700.00	535,401.30	(6.1)
<u>NON-OPERATING EXPENDITURES</u>					
84-42-560 BAD DEBT EXPENSE	.00	.00	600.00	600.00	.0
84-42-750 SP PROJECTS CAPITAL	.00	.00	37,000.00	37,000.00	.0
84-42-780 RESERVE PURCHASES	.00	3,210.45	180,000.00	176,789.55	1.8
84-42-911 TRANSFERS TO JOINT ADMIN FUND	.00	37,519.07	312,802.00	275,282.93	12.0
84-42-912 TRANSFERS TO LITIGATION	.00	3,133.34	17,900.00	14,766.66	17.5
84-42-914 TRANSFERS TO 2017 JMT RES FUND	.00	1,341.65	13,600.00	12,258.35	9.9
84-42-960 TRANSFERS TO RESERVE FUNDS	.00	.00	98,200.00	98,200.00	.0
84-42-999 CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
TOTAL NON-OPERATING EXPENDITURES	.00	45,204.51	860,102.00	814,897.49	5.3
TOTAL FUND EXPENDITURES	17,619.60	14,503.21	1,364,802.00	1,350,298.79	1.1
NET REVENUE OVER EXPENDITURES	44,081.19	190,287.99	(154,328.00)	(344,615.99)	123.3

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

FUND 90

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING REVENUES</u>					
90-37-111 FIBER SALES	.00	.00	5,000.00	5,000.00	.0
90-37-331 CONNECTION CHARGES	.00	.00	1,000.00	1,000.00	.0
90-37-332 CONSTRUCTION	.00	.00	10,000.00	10,000.00	.0
TOTAL OPERATING REVENUES	.00	.00	16,000.00	16,000.00	.0
TOTAL FUND REVENUE	.00	.00	16,000.00	16,000.00	.0

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

FUND 90

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING EXPENDITURES</u>					
90-41-260 TOOLS & EQUIPMENT-NON CAPITAL	.00	3,757.30	.00	(3,757.30)	.0
90-41-273 MAINT & SUPPLY SYSTEM	.00	34.14	16,000.00	15,965.86	.2
90-41-580 RENT OR LEASE	100.00	300.00	.00	(300.00)	.0
TOTAL OPERATING EXPENDITURES	100.00	4,091.44	16,000.00	11,908.56	25.6
TOTAL FUND EXPENDITURES	100.00	4,091.44	16,000.00	11,908.56	25.6
NET REVENUE OVER EXPENDITURES	(100.00)	(4,091.44)	.00	4,091.44	.0

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
Advanced Network Consulting (5695)							
2245	IT - Consulting - 60% Utilities	05/21/2019	11/01/2019	339.60	10/19	0	65-41-317
2247	IT - Consulting - 60% Utilities	05/27/2019	11/01/2019	261.00	10/19	0	65-41-317
2250	IT - Consulting - 60% Utilities	06/03/2019	11/01/2019	391.50	10/19	0	65-41-317
2252	IT - Consulting - 60% Utilities	06/16/2019	11/01/2019	157.50	10/19	0	65-41-317
2254	IT - Consulting - 60% Utilities	06/16/2019	11/01/2019	64.50	10/19	0	65-41-317
2258	IT - Consulting - 60% Utilities	07/01/2019	11/01/2019	48.90	10/19	0	65-41-317
Total Advanced Network Consulting (5695):				1,263.00			
BASIC AMERICAN SUPPLY (5637)							
237389	Flashlight	10/02/2019	11/10/2019	27.98	10/19	0	84-41-273
238719	Tubing for lift station	10/09/2019	11/10/2019	12.99	10/19	0	82-41-273
238826	Flaring Tool	10/09/2019	11/10/2019	66.54	10/19	0	84-41-260
238836	Return- Tube Bender	10/09/2019	11/10/2019	19.99	10/19	0	84-41-260
238841	Parts for Fiber Connection	10/09/2019	11/10/2019	22.15	10/19	0	90-41-273
239898	Power Strip for Fiber Junction	10/15/2019	11/10/2019	11.99	10/19	0	90-41-273
240106	Spray Paint, Sander for Propane Tank Painting	10/16/2019	11/10/2019	44.44	10/19	0	84-41-273
240281	Jig Saw, Blades for Canyon Street Project	10/16/2019	11/10/2019	322.51	10/19	0	81-41-273
240420	T&G Plier	10/17/2019	11/10/2019	41.97	10/19	0	65-41-250
241319	Pipe Wrap for Canyon Street Project	10/22/2019	11/10/2019	28.78	10/19	0	81-41-273
241591	Measuring Tapes	10/23/2019	11/10/2019	29.98	10/19	0	65-41-250
241846	Spray Paint	10/24/2019	11/10/2019	20.97	10/19	0	84-41-273
242649	Gloves	10/29/2019	11/10/2019	23.97	10/19	0	84-41-273
243020	Insulation & Plastic for Wells	10/30/2019	11/10/2019	479.91	10/19	0	81-41-273
243052	Insulation & Plastic for Wells	10/30/2019	11/10/2019	49.99	10/19	0	81-41-273
Total BASIC AMERICAN SUPPLY (5637):				1,164.18			
BLACK TIE PRESS (5697)							
1064	Checks Zion's Bank Acct. - 60% Utilities	11/18/2019	12/18/2019	79.20	11/19	0	65-41-240
Total BLACK TIE PRESS (5697):				79.20			
BOWEN COLLINS & ASSOCIATES (5715)							
22366	Groundwater Feasibility Study - Project 632-19-01	10/01/2019	11/01/2019	9,615.72	10/19	0	81-41-434
Total BOWEN COLLINS & ASSOCIATES (5715):				9,615.72			
BUCKS ACE HARDWARE (5356)							
312452	Paint for Tanks	10/01/2019	11/10/2019	159.95	10/19	0	84-41-260
312627	Drain fittings for lab shop	10/07/2019	11/10/2019	52.56	10/19	0	82-41-273
312701	Weed Eater	10/09/2019	11/10/2019	201.92	10/19	0	84-41-260
312729	Trimmer blades	10/10/2019	11/10/2019	11.98	10/19	0	84-41-273
312730	Lab Shop Supplies	10/10/2019	11/10/2019	68.68	10/19	0	65-41-271
Total BUCKS ACE HARDWARE (5356):				495.09			
BUG ZAPPER PEST CONTROL (5722)							
5261	Pest Control at Lab Shop	10/05/2019	11/05/2019	300.00	10/19	0	65-41-271
Total BUG ZAPPER PEST CONTROL (5722):				300.00			
CASELLE, INC. (1430)							
98189	CONTRACT for December 2019 - 80% Utilities	11/01/2019	12/01/2019	804.54	11/19	0	65-41-310
Total CASELLE, INC. (1430):				804.54			

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
CATALYST CONSTRUCTION (5712)							
102	Fiber Server Office Rent	11/01/2019	12/01/2019	100.00	11/19	0	90-41-580
Total CATALYST CONSTRUCTION (5712):				100.00			
CENTURY EQUIPMENT COMPANY, INC. (5085)							
CW18437	580 Backhoe Service	08/29/2019	11/01/2019	372.18	10/19	0	65-41-250
Total CENTURY EQUIPMENT COMPANY, INC. (5085):				372.18			
COMPETITIVE EXCAVATION INC (5724)							
2253	50% Water Line Extension for Centennial Park	11/14/2019	12/14/2019	7,100.00	11/19	0	81-41-273
Total COMPETITIVE EXCAVATION INC (5724):				7,100.00			
Customer Deposit (5518)							
6.44990.6	6.44990.6 CUSTOMER DEPOSIT REFUND	10/23/2019	11/23/2019	126.94	10/19	0	81-21350
6.45990.3	6.45990.3 CUSTOMER REFUND	10/22/2019	11/22/2019	582.90	10/19	0	81-21350
3.42000.2	3.42000.2 CUSTOMER DEPOSIT REFUND	11/04/2019	12/04/2019	407.50	11/19	0	81-21350
3.50030.7	3.50030.7 CUSTOMER DEPOSIT REFUND	11/20/2019	11/30/2019	31.37	11/19	0	81-21350
3.50370.5	3.50370.5 CUSTOMER DEPOSIT REFUND	11/19/2019	11/30/2019	161.85	10/19	0	81-21350
3.50910.5	3.50910.5 CUSTOMER DEPOSIT REFUND	11/20/2019	11/30/2019	191.69	11/19	0	81-21350
Total Customer Deposit (5518):				1,502.25			
DJB GAS SERVICES, INC. (4750)							
01175705	Welder Tank Rental	10/31/2019	11/30/2019	25.03	11/19	0	82-41-273
Total DJB GAS SERVICES, INC. (4750):				25.03			
DOI/BLM (4835)							
2020011492	Gas Pipeline Right of Way	11/14/2019	12/14/2019	2,897.52	11/19	0	84-41-580
Total DOI/BLM (4835):				2,897.52			
DOMINION ENERGY (5607)							
5948550000	Natural Gas Transportation	11/05/2019	11/27/2019	2,569.79	11/19	0	84-41-434
Total DOMINION ENERGY (5607):				2,569.79			
FEI INC. (5088)							
931948	Venture-Evac	11/05/2019	12/05/2019	817.83	11/19	0	84-41-260
Total FEI INC. (5088):				817.83			
GARKANE ENERGY (5057)							
1772500 101	City Hall Power - 80% Utilities	10/17/2019	11/06/2019	408.32	10/19	0	65-41-280
1709902 101	Power Plant Well Power	10/17/2019	11/06/2019	2,495.14	10/19	0	81-41-285
1717500 101	CP Lift Station	10/17/2019	11/06/2019	533.29	10/19	0	82-41-285
1734500 101	East Tanks	10/24/2019	11/13/2019	70.93	10/19	0	81-41-285
1763000 101	Sewer Recirc Pump	10/17/2019	11/06/2019	1,832.19	10/19	0	82-41-285
1763900 101	Sewer Headworks	10/17/2019	11/06/2019	98.51	10/19	0	82-41-285
1775500 101	Water Plant Power	10/24/2019	11/13/2019	2,752.18	10/19	0	81-41-285
1782300 101	Lab Shop Power	10/17/2019	11/06/2019	552.19	10/19	0	65-41-285
1782501 101	Well 22 Power	10/24/2019	11/13/2019	3,554.52	10/19	0	81-41-285
1787300 101	Propane Pump Power	10/17/2019	11/06/2019	58.23	10/19	0	84-41-285
1796900 101	Million Gallon Tank	10/17/2019	11/06/2019	47.08	10/19	0	81-41-285
1945500 101	Academy Ave Well	10/24/2019	11/13/2019	37.18	10/19	0	81-41-285

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
2026700 101	Well# 21	10/24/2019	11/13/2019	2,987.01	10/19	0	81-41-285
1717500 111	CP Lift Station Power Service	11/14/2019	12/04/2019	635.19	11/19	0	82-41-285
17630000 10	Sewer Plant Recirc Pump Power	11/14/2019	12/04/2019	2,062.38	11/19	0	82-41-285
1763900 111	Sewer Plant Headworks	11/14/2019	12/04/2019	81.04	11/19	0	82-41-285
1782300 111	Lab Shop Power	11/14/2019	12/04/2019	472.51	11/19	0	65-41-285
1787300 111	Propane Yard Power	11/14/2019	12/04/2019	82.48	11/19	0	84-41-285
1793900 111	MILLION GALLON TANK	11/14/2019	12/04/2019	43.82	11/19	0	81-41-285
1709902 111	Power Plant Well	11/14/2019	12/04/2019	28.12	10/19	0	81-41-285
1734500 111	East Tanks	11/21/2019	12/11/2019	65.34	11/19	0	81-41-285
1772500 111	City Hall Power - 80% Utilities	11/14/2019	12/04/2019	335.79	11/19	0	65-41-285
1775500 111	Water Plant Power	11/21/2019	12/11/2019	2,094.52	11/19	0	81-41-285
1782501 111	Well #22	11/21/2019	12/11/2019	3,256.10	11/19	0	81-41-285
1945500 111	Academy Ave Well Power	11/21/2019	12/11/2019	32.03	11/19	0	81-41-285
2026700 111	Well #21 Power	11/21/2019	12/11/2019	2,766.45	11/19	0	81-41-285
Total GARKANE ENERGY (5057):				27,382.54			
GEAR BOX Z INC. (5216)							
1203	Repair - Truck 3131	11/12/2019	12/12/2019	400.00	11/19	0	65-41-250
Total GEAR BOX Z INC. (5216):				400.00			
HILDALE CITY (2160)							
NAT 1019	ENERGY & USE TAX GAS	10/30/2019	11/14/2019	789.97	10/19	0	84-21376
Total HILDALE CITY (2160):				789.97			
HILDALE CITY UTILITIES (2170)							
3.18000.1 10	Lab Shop Utilities	11/07/2019	11/30/2019	454.45	11/19	0	65-41-280
3.84110.1 10	Academy Ave Well Power	11/07/2019	11/30/2019	54.00	11/19	0	65-41-280
6.42870.1 10	Propane Yard Lease	11/07/2019	11/30/2019	100.00	11/19	0	84-41-434
6.07700.1 10	CITY HALL UTILITIES - 80% Utilities	11/07/2019	11/30/2019	222.78	10/19	0	65-41-280
Total HILDALE CITY UTILITIES (2170):				831.23			
HINTON BURDICK CPAs & ADVISORS (2560)							
213781	2019 FY Audit Progress Billing - 60% Utilities	10/31/2019	11/30/2019	3,510.00	10/19	0	65-41-313
Total HINTON BURDICK CPAs & ADVISORS (2560):				3,510.00			
HYDRO SPECIALTIES CO. (5201)							
22380	Chlorine relief valve & vent	10/22/2019	11/22/2019	314.07	10/19	0	81-41-273
22384	2" Badger Water Meters	10/22/2019	11/22/2019	3,835.80	10/19	0	81-41-341
Total HYDRO SPECIALTIES CO. (5201):				4,149.87			
KENWORTH SALES (5172)							
STGIN35122	filters for dumptruck	09/20/2019	11/01/2019	215.92	10/19	0	65-41-250
Total KENWORTH SALES (5172):				215.92			
LEGACY EQUIPMENT COMPANY (5324)							
94799	Vac Truck Repair & Service	10/30/2019	11/30/2019	853.21	10/19	0	82-41-260
Total LEGACY EQUIPMENT COMPANY (5324):				853.21			
LES OLSON COMPANY (2671)							
EA886968	MAINTENANCE CONTRACT - 60% Utilities	10/18/2019	11/17/2019	334.02	10/19	0	65-41-250

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
EA893318	MAINTENANCE CONTRACT - 60% Utilities	11/18/2019	12/18/2019	129.53	11/19	0	65-41-250
Total LES OLSON COMPANY (2671):				463.55			
MOUNTAIN WEST TRUCK CENTER (5714)							
71109	Replacement Air Tank for Dump Truck	09/24/2019	10/24/2019	396.68	10/19	0	65-41-250
71109	Finance Charge	09/24/2019	10/24/2019	5.95	10/19	0	65-41-250
Total MOUNTAIN WEST TRUCK CENTER (5714):				402.63			
NEWARK ELEMENT 14 (5316)							
32095449	Fuses for Fluke Meters	10/15/2019	11/15/2019	86.71	10/19	0	84-41-273
Total NEWARK ELEMENT 14 (5316):				86.71			
NEWBY BUICK (4613)							
5029620	Oil Pump & Gaskets for Truck 3141	10/22/2019	11/21/2019	176.92	10/19	0	65-41-250
Total NEWBY BUICK (4613):				176.92			
NGL SUPPLY CO. LTD (5605)							
NGL290101	Propane Commodity	11/18/2019	11/28/2019	6,347.70	11/19	0	84-41-432
Total NGL SUPPLY CO. LTD (5605):				6,347.70			
ROCKY MOUNTAIN POWER (4202)							
68511976 10	Cathodic Protection Power	10/22/2019	11/14/2019	11.27	10/19	0	84-41-285
Total ROCKY MOUNTAIN POWER (4202):				11.27			
SCHOLZEN PRODUCTS COMPANY, INC. (3450)							
1015736-00	Chlorine	10/24/2019	11/23/2019	677.01	10/19	0	81-41-432
3024696-00	CHLORINE Cylinder Rental	10/25/2019	11/24/2019	86.40	10/19	0	81-41-432
6422303-00	4" drain fittings	10/21/2019	11/20/2019	214.50	10/19	0	82-41-341
6422943-00	Fittings for Canyon Street Project	10/22/2019	11/21/2019	390.20	10/19	0	81-41-341
6423226-00	hydrants, pipe & fittings	10/23/2019	11/22/2019	1,118.00	10/19	0	81-41-341
6427926-00	Well - Gasket & Flange Fittings	10/30/2019	11/29/2019	63.68	10/19	0	81-41-273
6426293-00	Poly service line, Meter valves	11/06/2019	12/06/2019	920.26	11/19	0	81-41-273
6427964-00	Parts for water line repair on Canyon Street	11/12/2019	12/12/2019	1,011.85	11/19	0	81-41-273
6428145-00	Fitting for Arizona Street valve move	11/13/2019	12/13/2019	1,454.63	11/19	0	81-41-273
6428192-00	Saddles for Arizona Street valve move	11/13/2019	12/13/2019	17.54	11/19	0	81-41-273
6428273-00	Files & Sawzall Blades	11/13/2019	12/13/2019	24.94	11/19	0	84-41-273
Total SCHOLZEN PRODUCTS COMPANY, INC. (3450):				5,979.01			
SENSIT TECHNOLOGIES (4707)							
0283110-IN	Repair Gas Detector	11/08/2019	12/08/2019	449.60	11/19	0	84-41-273
Total SENSIT TECHNOLOGIES (4707):				449.60			
SHI International Corp. (5573)							
B10704468	Email License Update - 60% Utilities	10/09/2019	11/09/2019	1,644.59	10/19	0	65-41-310
Total SHI International Corp. (5573):				1,644.59			
SOUTH CENTRAL COMMUNICATIONS (3560)							
8297800 101	CITY HALL PHONE & FAX LINES - 60% Utilities	10/30/2019	11/14/2019	169.32	10/19	0	65-41-310
9592500 101	PRI PHONE ACCOUNT - 80% Utilities	10/30/2019	11/14/2019	421.94	10/19	0	65-41-310

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
Total SOUTH CENTRAL COMMUNICATIONS (3560):				591.26			
SOUTHERN UTAH UNIVERSITY (3592)							
S0044871	Bacteriological Testing	11/08/2019	12/08/2019	140.00	11/19	0	81-41-314
Total SOUTHERN UTAH UNIVERSITY (3592):				140.00			
ST. GEORGE WATER STORE (5415)							
56306	Bottled Water Service 3 bottles - 50% Utilities	10/25/2019	11/24/2019	9.00	10/19	0	65-41-235
57122	Bottled Water Service 4 bottles - 50% Utilities	11/09/2019	12/09/2019	12.00	11/19	0	65-41-235
Total ST. GEORGE WATER STORE (5415):				21.00			
STAPLES CREDIT PLAN (1475)							
2360473621	Dab N Seal, Popup Notes, Desktop Dispenser, etc.	09/21/2019	11/10/2019	76.10	10/19	0	65-41-240
Total STAPLES CREDIT PLAN (1475):				76.10			
STATE OF UTAH DEPT. OF AGRICULTURE & FOOD (5580)							
RENEWAL 2	Porpane Meter Testing & Certification	10/24/2019	11/24/2019	150.00	10/19	0	84-41-210
Total STATE OF UTAH DEPT. OF AGRICULTURE & FOOD (5580):				150.00			
STERLING PEST CONTROL (5719)							
655	Exterior Spray Only	09/07/2019	11/01/2019	36.00	11/19	0	65-41-271
Total STERLING PEST CONTROL (5719):				36.00			
SUMMIT ENERGY, LLC (4605)							
1019HILD	NAT GAS COMMODITY - 10/19	11/07/2019	11/25/2019	3,550.75	11/19	0	84-41-431
Total SUMMIT ENERGY, LLC (4605):				3,550.75			
SUSAN STEED (5720)							
1	City Office Cleaning - 60% Utilities	11/01/2019	12/01/2019	222.03	11/19	0	65-41-271
2	City Office Carpet Cleaning - 60% Utilities	11/11/2019	12/11/2019	81.00	11/19	0	65-41-271
Total SUSAN STEED (5720):				303.03			
TOWN OF COLORADO CITY (3930)							
8412	Utility Field Staff Payroll	09/20/2019	10/05/2019	11,056.20	10/19	0	65-41-110
8412	Utility Field Staff Payroll Taxes	09/20/2019	10/05/2019	1,321.25	10/19	0	65-41-130
8412	Utility Field Staff Benefits	09/20/2019	10/05/2019	2,347.06	10/19	0	65-41-140
8412	Secretarial Staff Payroll	09/20/2019	10/05/2019	5,498.80	10/19	0	65-41-110
8412	General Fund Payroll Taxes	09/20/2019	10/05/2019	487.90	10/19	0	65-41-130
8412	RECORDER PAYROLL	09/20/2019	10/05/2019	1,641.10	10/19	0	65-41-110
8412	GENERAL FUND PAYROLL BENEFITS	09/20/2019	10/05/2019	3,158.33	10/19	0	65-41-140
8443	DOJ Court Cost Sharing - Jim Keith	10/14/2019	10/29/2019	968.55	10/19	0	63-41-310
8446	Utility Field Staff Payroll	10/18/2019	11/02/2019	11,394.73	10/19	0	65-41-110
8446	Utility Field Staf Payroll Taxes	10/18/2019	11/02/2019	1,359.18	10/19	0	65-41-130
8446	Utility Field Staff Benefits	10/18/2019	11/02/2019	2,347.06	10/19	0	65-41-140
8446	Secretarial Staff Payroll	10/18/2019	11/02/2019	5,028.06	10/19	0	65-41-110
8446	RECORDER PAYROLL	10/18/2019	11/02/2019	1,641.10	10/19	0	65-41-110
8446	General Fund Payroll Taxes	10/18/2019	11/02/2019	455.62	10/19	0	65-41-130
8446	GENERAL FUND PAYROLL BENEFITS	10/18/2019	11/02/2019	3,120.83	10/19	0	65-41-140
8449	Utility Field Staff Payroll Taxes	11/01/2019	11/16/2019	11,087.89	11/19	0	65-41-110
8449	Utility Field Staff Payroll Taxes	11/01/2019	11/16/2019	1,329.61	11/19	0	65-41-130

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
8449	Utility Field Staff Payroll Benefits	11/01/2019	11/16/2019	2,649.46	11/19	0	65-41-140
8449	Secretarial Staff Payroll	11/01/2019	11/16/2019	4,793.41	11/19	0	65-41-110
8449	RECORDER PAYROLL	11/01/2019	11/16/2019	1,641.10	11/19	0	65-41-110
8449	General Fund Payroll Taxes	11/01/2019	11/16/2019	598.77	11/19	0	65-41-130
8449	GENERAL FUND PAYROLL BENEFITS	11/01/2019	11/16/2019	137.50	11/19	0	65-41-140
8450	Verizon Wireless - 70% Utilities	10/30/2019	11/14/2019	91.30	10/19	0	65-41-260
11	TOCC Litigation Settlement	11/01/2019	11/01/2019	6,266.67	11/19	0	64-41-911
8452	DOJ Court Judgement Cost Sharing	11/06/2019	11/21/2019	2,988.30	11/19	0	63-41-310
8454	Gasoline Ued for Utilities	11/01/2019	11/16/2019	2,008.52	11/19	0	65-41-257
8454	Gasoline Used for Utilities	11/01/2019	11/16/2019	128.99	11/19	0	84-41-257
8473	Auto Insurance Pemium Portion	11/01/2019	11/16/2019	4,033.90	11/19	0	65-41-510
PROST1019	Total Propane Tax	10/31/2019	11/15/2019	1,646.82	10/19	0	84-21371
WAT1019	Total Water Tax	10/31/2019	11/15/2019	1,528.59	10/19	0	81-21371
Total TOWN OF COLORADO CITY (3930):				92,756.60			
TruckPro LLC Six States (3502)							
15 354413	Muffler parts for truck 3131	11/14/2019	12/14/2019	119.89	11/19	0	65-41-250
Total TruckPro LLC Six States (3502):				119.89			
UTAH STATE FIRE MARSHAL (5075)							
2019-01507	Utah Fire Marshal License Renewal 2019-20	11/20/2019	12/20/2019	650.00	11/19	0	84-41-210
Total UTAH STATE FIRE MARSHAL (5075):				650.00			
UTAH STATE TAX COMMISSION (4221)							
STC 1019	Taxes Collected for Hildale	10/30/2019	11/29/2019	764.13	10/19	0	84-21375
Total UTAH STATE TAX COMMISSION (4221):				764.13			
WHEELER MACHINERY CO. (4441)							
RS00001390	Digger Rental	10/23/2019	11/22/2019	1,667.50	10/19	0	65-41-780
Total WHEELER MACHINERY CO. (4441):				1,667.50			
XPRESS BILL PAY (5646)							
43612	Xpress Bill Pay Trans. & Account Maintenance - 90% Utilities	11/01/2019	11/06/2019	375.12	11/19	0	65-41-160
Total XPRESS BILL PAY (5646):				375.12			
ZION'S BANK (4470)							
191004 (1)HJ	Print Services for Gas Add	10/04/2019	11/26/2019	439.60	10/19	0	81-41-310
191007 (2)HJ	Wendover City Gov. Meeting - Lodging Harrison	10/07/2019	11/06/2019	87.23	10/19	0	81-41-230
191009 (1)A	Gas Flyer Mailings to Fredonia & Hurricane	10/09/2019	11/26/2019	201.68	10/19	0	84-41-310
191009 (1)M	Coffee	10/09/2019	11/08/2019	6.80	10/19	0	65-41-235
191014 (1)W	Rectifiers	10/14/2019	11/26/2019	701.91	10/19	0	84-41-260
191015 (2)M	Coffee Cream	10/15/2019	11/14/2019	3.50	10/19	0	65-41-235
191015 (3)A	Priority Check to Bowen Collins & Associates	10/15/2019	11/26/2019	25.50	10/19	0	65-41-260
191022 (2)W	Gas Repair UDOT	10/22/2019	11/26/2019	27.00	10/19	0	84-41-273
191023 (3)HJ	Facebook Add - Gas	10/23/2019	11/26/2019	50.00	10/19	0	84-41-310
191023 (4)HJ	Facebook Add - Gas	10/23/2019	11/26/2019	1.99	10/19	0	84-41-310
191024 (3)W	Zion's Amazing Deals Rebate	10/24/2019	11/26/2019	17.50-	10/19	0	65-38-900
191024 (4)W	Flange Insulating Gasket Kit	10/24/2019	11/26/2019	74.47	10/19	0	84-41-273
191028 (5)W	Distilled Water	10/29/2019	11/26/2019	5.18	10/19	0	81-41-273
191029 (3)M	Coffee & Cream	10/29/2019	11/28/2019	7.67	10/19	0	65-41-235
191029 (4)A	Coffee Cream	10/29/2019	11/28/2019	3.50	10/19	0	65-41-235
191029 (4)M	Candy for Trunker Treat at Park	10/29/2019	11/28/2019	117.58	10/19	0	65-41-235

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
191030 (6)W	Snacks for Field Crew	10/30/2019	11/26/2019	149.56	10/19	0	65-41-235
191101 (5)A	Prioroity Mail to Sensit Tech	11/01/2019	11/26/2019	19.80	10/19	0	84-41-273
191101 (7)W	Fuel for Utility Truck	11/01/2019	11/26/2019	95.00	10/19	0	65-41-257
191102 (5)HJ	Facebook Add - Gas	11/02/2019	11/26/2019	50.00	10/19	0	84-41-310
Total ZION'S BANK (4470):				2,050.47			
Grand Totals:				186,052.90			

Report GL Period Summary

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0

COLLECTION SERVICE AGREEMENT

A. PARTIES AND RECITALS

- a. This Agreement is entered into this 23rd day of September, 2019 (Effective Date) between Ray Klein, Inc., doing business as Professional Credit Service, (Professional), a Washington Corporation, and the cities **Colorado City, Arizona and Hildale, Utah** (collectively the Client), pursuant to a joint Intergovernmental Cooperative Agreement for Utilities Systems Management, Operation, and Maintenance (Utility System Agreement) which allows the cities to act together as one entity for the operation and management of a joint Utility System, collectively "the Parties."
- b. Client is the owner, or represents the owner, of certain delinquent accounts that Client desires to collect, and Client wishes to retain the services of Professional for that purpose;
- c. Professional is a licensed collection agency; and
- d. In consideration of the mutual promises and for valuable consideration, the Parties hereby agree as follows:

B. DEFINITIONS

- a. **ACCOUNTS:** Accounts receivable due and owing to Client.
- b. **ACKNOWLEDGMENT:** Written or electronic receipt of the Referral or Assignment of Client's Accounts to Professional.
- c. **ASSIGNMENT:** A transfer of Client's rights and interest in Accounts for collection or management under the terms of this Agreement
- d. **CLIENT TOOLS:** Professional's proprietary client web portal, which is used for listing and acknowledging Accounts, reporting payments, requesting cancellation and hold of Accounts, client remittance, and financial and recovery reporting.
- e. **CREDIT REPORTING AGENCY:** Agencies that engage in assembling and evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties.
- f. **REFERRAL:** A transfer of Accounts for collection or management to Professional as agent under the terms of this agreement.
- g. **CONFIDENTIAL INFORMATION:** All non-public information protected by law, contract, policy, as a trade secret or which is otherwise of value or proprietary to Client or Professional and shared with or learned by a Professional or Client to this Agreement while performing the requirements of this Agreement.

C. RELATIONSHIP OF PARTIES

- a. **INDEPENDENT CONTRACTOR:** Professional shall perform under this Agreement as an independent contractor, not as an employee, agent or servant of Client, and nothing herein contained shall be construed to be inconsistent with this relationship or status. Professional acknowledges that its agents, employees, and servants are not entitled to benefit from Client as employees of Client.

D. RESPONSIBILITIES OF PROFESSIONAL

- a. **GOOD FAITH:** Professional shall exercise due diligence and good faith in collection of assigned Accounts.
- b. **AGENCY CONDUCT & PROFESSIONALISM:** Professional shall work diligently to conduct its business in conformity with all state and federal laws pertaining to providing and maintaining collection agency functions. Professional shall maintain the highest standards of ethical

practice and professionalism. Professional shall make reasonable efforts to protect Client's image while performing collection activities.

- c. **LICENSES & BOND:** Professional has to its best knowledge obtained all licenses and permits required by law, has posted all bonds required by law, has complied with all laws and governmental regulations required of collection agencies and is a duly licensed.
- d. **ACCOUNT ACKNOWLEDGMENT:** Professional will Acknowledge Referral of account to Client via Client Tools or electronically in a mutually agreeable format. Professional reserves all discretion to accept Referrals.
- e. **CLIENT TOOLS ACCESS AND TRAINING:** Professional will provide access to and training for Client Tools for client to:
 - i. Administer Client user Accounts on Client Tools
 - ii. Communicate with Professional
 - iii. Upload and download electronic data between Client and Professional
 - iv. Upload new Accounts
 - v. Request Cancellation and holds on Accounts
 - vi. Report payments made directly to Client
 - vii. View real time Account and reporting Information
 - viii. View information regarding Accounts
- f. **TRUST REMITTANCE:** Professional shall remit to Client on a monthly basis, Client funds (net of monies owed to Professional) via Automatic Clearing House (ACH) payments into a Money Market or Demand Deposit account belonging to and designated by Client. Professional will provide remittance advice and notification electronically through Client Tools. Professional shall retain discretion of the posting order of monies on Client Account(s).
- g. **RECORD RETENTION & INSPECTION:** Professional shall to the best of its knowledge maintain records in reasonable accordance with generally accepted accounting principles and all laws and governmental regulations required of collection agencies. Professional shall make such records relating to the collection activity of Client's Accounts available to Client for audit or inspection and available to those parties authorized in writing by Client.
- h. **CREDIT REPORTING:** Professional reports consumer credit information to credit reporting agencies at the sole discretion of Professional. Client may request that Client Accounts listed with Professional not be reported to credit reporting agencies. Professional shall handle disputes and verification of debt in accordance with the requirements of Federal and state credit reporting laws and as required by credit reporting agencies.

E. RESPONSIBILITIES OF CLIENT

- a. **ORGANIZATION:** Client represents that Client's name in Section A.a. is Client's legal name, and that Client is an Individual or duly registered business entity in the State listed Section A.a. Client shall notify Professional of material changes to Client's legal structure or name changes within a reasonable period of time.
- b. **ACCOUNT INFORMATION:** Client shall provide Professional with all account information necessary to accommodate collection functions. Client shall also promptly notify Professional of any payments or changes that affect the amount owed or nature of Accounts assigned to Professional.
- c. **DOCUMENTS:** For Professional to provide services, Client agrees to:
 - i. Provide terms and conditions (including but not limited to Account interest rates) of all Accounts and the documentation to support the terms and conditions, and
 - ii. Promptly provide updated copies of any updated terms and conditions.

- iii. Client warrants that the Account documents provided under this Agreement are accurate, legal, and the most current version of the terms and conditions for each Account.
- d. ACCOUNT VERIFICATION: Upon Acknowledging an Account, Client hereby warrants that Client reviewed each account prior to listing that Account with Professional, and that each Account is presently due, and that Client has taken no action prior to listing the Account which would impair the collection of the account.
- e. ACCOUNT ITEMIZATION, DOCUMENTATION AND WITNESSES: Client shall provide additional Account itemization, documentation, and witnesses as necessary for the purpose of verification and validation of debts and/or legal actions in pursuit of collecting Accounts. In the event Client is unable to locate and/or deliver necessary account itemization and/or documentation, Client shall provide as necessary an affidavit sufficient to support verification or validation of amount due and owing. Client shall promptly sign individual Account Assignments upon Professional's request, as necessary for Professional to collect Client's Accounts.
- f. PAYMENT OF INVOICES: Client shall remit to Professional all amounts owing within 30 days of the date of the invoice. Professional may deduct amounts owed over 30 days from any remittance due.
- g. AUTHORIZED REPRESENTATIVE: Client shall designate in Client Tools authorized representatives or agents that have authority to make decisions regarding Client Accounts. Client shall be responsible for updating authorized representatives.

F. MUTUAL RESPONSIBILITIES

- a. INDEMNIFICATION: Professional agrees to defend, indemnify and hold Client harmless against any and all losses, expenses, damages, claims, and actions, provided said claims and causes of action arise out of the collection efforts of Professional and those representing or acting on behalf of Professional. Client agrees to defend, indemnify, and hold Professional harmless against any and all losses, expenses, damages, claims, and actions, which arise out of the actions of Client, its directors, officers, members, managers, affiliates, partners, agents, servants, and employees.
- b. CONFIDENTIALITY: It is understood and agreed by Professional and Client that this Agreement is confidential. Professional and Client shall not, without written consent, unless required by law, divulge any part of this Agreement. This includes, without limitation, the commission rate and any other information that a reasonable person would expect to be held in confidence. Each Party agrees that neither it nor its staff will: a) copy or remove any Confidential Information from the disclosing Party's premises; b) use any Confidential Information for its benefit or the benefit of any third party without the disclosing Party's prior written consent.
- c. CONFIDENTIAL INFORMATION: Each Party will maintain the confidentiality of all Confidential Information and safeguard it against loss or disclosure. The Parties' obligations pursuant to this section shall survive termination of this Agreement. The Parties' rights for breach of this Section shall survive termination of this Agreement. In the event of a breach of this Section, the non-breaching party will be entitled to injunctive relief in addition to all other remedies provided for under this Agreement or available at law.
- d. NO SOLICITATION: During the term of this Agreement and continuing for a period of six (6) months thereafter, Client agrees not to knowingly solicit, employ or attempt to solicit or employ in any capacity, either directly or indirectly, any employee of Professional or otherwise directly or indirectly solicit or induce such person to leave his or her employment.

G. ASSIGNMENT OF ACCOUNTS

- a. EFFECTIVE DATE OF ASSIGNMENT: Referral of an account by Client to Professional shall become effective as an Assignment upon Acknowledgment.
- b. MASTER ASSIGNMENT AGREEMENT: Client will from time to time refer Accounts to Professional for collection. Upon Acknowledgment of such Referral the Account shall become effective as an Assignment of such Account as though a separate written Assignment had been executed and delivered assigning such Account by Client to Professional. Professional may request additional Assignment forms for business purposes and Client agrees to sign such Assignment forms that are consistent with this Agreement. For valuable consideration received under this Agreement, and subject to the Termination and Cancellation provisions of this Agreement, Client grants, assigns and transfers and sets over all of Client's rights, title and interest to the Accounts including but not limited to principal, interest, costs and fees to Professional, and authorizes Professional to enforce any of Client's rights to compromise and settle said debts within Professional's delegated authority, and to endorse and collect any money order, check or other instrument received in Client's name for payment for said debts.

H. COLLECTION AUTHORITY

- a. COLLECTION AUTHORITY: Professional shall have full power and authority to endorse and collect any check, money order, and other instrument in payment of any Accounts referred to Professional. Professional shall have authority to institute legal collection action on any Account assigned by Client and to bring such legal action in the name of Professional. Any agreement agreeing otherwise regarding a specific individual Account shall not invalidate the power and authority detailed in this section.
- b. FORWARD AUTHORITY: Professional may, at its discretion, forward Client Accounts to an external collection agent, agency, or attorney to enforce collection.

I. PAYMENTS

- a. FUNDS RECEIVED BY PROFESSIONAL: Professional shall deposit all funds collected on Client's behalf less amounts due to Professional by Client, into a dedicated client trust account. Professional shall remit monthly, via ACH, amount owed to Client.
- b. FUNDS RECEIVED BY CLIENT: Client shall promptly notify Professional of any monies paid directly to Client on any Account previously referred to Professional. For each such payment made directly to Client, Professional shall be authorized to retain and deduct from client trust remittance the applicable amount due.

J. COMPENSATION AND COSTS

- a. FULL COLLECTION SERVICE: A commission rate of twenty-five percent (25%) shall be paid to Professional for services rendered under this Agreement on principal payments received by either Professional or Client, with the exception of subsections b and c below.
- b. LEGAL & FORWARDING COLLECTION SERVICE:
 - i. A commission rate of thirty-five percent (35%) shall be paid to Professional on principal payments received on referred Accounts that Professional has filed a court action or has incurred legal expense.
 - ii. A commission rate of thirty-five percent (35%) shall be paid to Professional on principal payments received on referred Accounts that Professional has forwarded to a collection agent, agency, investigator, or attorney to enforce collection.
 - iii. A commission rate of thirty-five percent (35%) shall be paid to Professional on principal payments received on referred Accounts that result in participation in any court action, including but not limited to probate, a small estate, claims, or bankruptcy.

- c. **SECOND PLACEMENT ACCOUNTS:** A commission rate of twenty-five percent (25%) shall be paid to Professional on principal payments received by either Professional or Client on referred Accounts that have been previously referred by other collection agencies.
- d. **INTEREST:** Professional will share interest income seventy-five percent (75%) to Client and twenty-five percent (25%) to Professional on payments received by either Professional or Client on Full Collection Service Accounts. Professional shall retain all interest income on payments received by either Professional or Client on all other Accounts.
- e. **COSTS & LEGAL FEES:** Professional shall pay its own costs, court costs, and legal fees associated with the collection of Accounts pursuant to this Agreement. Professional shall retain all attorney fees, court costs, post-judgment interest and other fees expended in collection of Accounts.
- K. CANCELLATION POLICY:** Client shall have the right to cancel assignment of Accounts, at no expense to Client; provided, however, Accounts for which Professional has expended legal fees and costs cannot be cancelled until Client reimburses the amount of such legal fees and costs to Professional and Accounts into which a payment plan has been entered cannot be cancelled until Client pays a commission to Professional for the full amount of the payment plan.
- L. TERMINATION:** This Agreement shall be effective as of the date first shown above and continue in effect until terminated. If Professional breaches any provision of this Agreement and if such breach is not cured within a reasonable period after receiving written notice from Client specifying such breach in reasonable detail, Client shall have the right to terminate this Agreement by giving written notice. Either Party may terminate this Agreement by giving at least thirty (30) days prior written notice of intent to terminate and therefore cancel all Accounts with Professional; however, Accounts cancelled by Client are subject to the above Cancellation Policy in Section K.

M. MISCELLANEOUS

- a. **ENTIRE AGREEMENT:** This Agreement, including any attachments, constitutes the entire Agreement and supersedes all prior agreements and understandings, both written and oral, between Professional and Client with respect to the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by the Parties or their respective successors and assignees, if any. A waiver of any provision of this Agreement must be signed by the Party against whom enforcement of that waiver is sought. No waiver of any right or obligation under this Agreement by any Party on any occasion shall be deemed to operate as a waiver on any other occasion.
- b. **SEVERABILITY:** It is understood, and agreed, by Professional and Client that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Professional and Client shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. **TRANSFER:** The Parties' rights and responsibilities pursuant to this Agreement inure to each Party's successors and assigns.
- d. **GOVERNING LAW & VENUE:** This Agreement shall be governed and construed in accordance with the laws of the state of Washington, and the obligations, rights and remedies of the Parties hereunder shall be determined in accordance with the laws of the state of Washington. Professional and Client each irrevocably consent to the exclusive jurisdiction and venue of any state court within Clark County, Washington, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein.
- e. **COUNTERPARTS:** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one of the same instrument.

- f. **NOTICES:** Notices by Professional and Client about this Agreement must be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

To Professional:
Professional Credit Service
VP of Client Development
P.O. Box 87940
Vancouver, WA 98687

To Client:
Colorado City, AZ and
Hildale, UT
Attn: Harrison Johnson
PO Box 840490
Hildale, UT 84784

- g. **COURT COSTS & EXPENSES:** The prevailing Party shall be entitled to reasonable attorney fees and court costs incurred by reason of enforcing any of the provisions of this Agreement at trial and on appeal. In the event Professional is required to enforce collection of amounts owing from Client, Professional will be entitled to a collection fee of twenty-five percent (25%) in addition to delinquent amounts owing.
- h. **SECTION HEADINGS:** Section headings are for convenient reference only and will not affect the meaning or interpretation of any provisions of this Agreement.
- i. **AUTHORITY:** The individuals executing this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of the Parties hereto.

PROFESSIONAL CREDIT SERVICE

Authorized Signature

Date

Print Name & Title

COLORADO CITY, ARIZONA

Authorized Signature

Date

Print Name & Title

HILDALE, UT

Authorized Signature

Date

Print Name & Title