



**CITY OF ENTERPRISE
CITY COUNCIL MEETING**
WEDNESDAY, MARCH 25, 2020
7:00 PM

AGENDA ITEMS:

WELCOME, OPENING, APPROVE AGENDA – *Mayor Brandon Humphries*

APPROVE MINUTES – *Mayor Brandon Humphries* – February 26, 2020

ACCOUNTS PAYABLE – *Mayor Brandon Humphries* – March 24, 2020

OPEN FORUM – *Mayor Brandon Humphries* – Limit 3 Minutes per Person

ADMINISTRATIVE/MISC – *Mayor Brandon Humphries*

- Consideration of Res. 2020-003 Changes to City Council Policies and Procedures

PHYSICAL FACILITIES – *Councilmember Ron Lehm*

- Consideration of Sports Court Limits or Closure

POWER – *Councilmember Jed Gardner*

- Consideration of Resolution 2020-002 Central-St. George 138kV Transmission Project,
Participant's Resolution.

NEWSLETTER – *Mindee Davidson*

- Items for Upcoming Newsletter

NEXT MEETING SCHEDULED – April 8, 2020 at 7:00 PM

ADJOURNMENT

Agenda items are flexible and may be moved to or heard in any order or time at the discretion of the City Council.
Anyone interested in giving a prayer at a public meeting should contact the City Office.

ENTERPRISE CITY COUNCIL MEETING

Date: February 26, 2020

Place: Enterprise City Council Chambers

Time: 7:00 PM

Present: Mayor Brandon Humphries; Council Members Jared Bollinger, Jared Moody, Ronald Lehm, and Jed Gardner; City Administrator Adam Bowler, City Recorder Wendy Paine, Jeri Lehm, Joe Mee, Lorena Messerly, Rulon Harker, Mark Stauffer, and Brenden Moody

Absent: Council Member Roy Adams

Welcome: Mayor Brandon Humphries

Opening Comments: Council Member Jared Bollinger

Pledge: Mayor Brandon Humphries

Approve Agenda:

The Council was presented with the agenda. After review a motion was made by Council Member Jared Moody to approve the agenda as presented, the motion was seconded by Council Member Ron Lehm and unanimously approved.

Approve Minutes:

The minutes from the February 12, 2020 City Council Meeting were reviewed. A motion to accept the minutes as presented was made by Council Member Jared Bollinger, seconded by Council Member Jared Moody, and unanimously approved.

Accounts Payable:

The accounts payable for the dates through February 25, 2019 for the amount of \$170,197.47 was reviewed by the Council. A motion to approve the accounts payables was made by Council Member Ron Lehm, seconded by Council Member Jared Bollinger, and unanimously approved.

Open Forum:

Mayor Humphries opened the meeting to the public for remarks, limiting the time to 3 minutes for each person. Lorena Messerly was here to discuss the illegal auto repair shop being run by Chad Gardner at 653 S 150 E. The planning commission had denied his application for a conditional use permit to operate a business in his residential neighborhood. When the application was denied Mr. Gardner had stated that he would just repair cars for his "friends and family, and everyone is his friends and family." He has operated an off the books business there since that time, seven days a week and at all hours of the day and night. He has not been considerate of the neighbors with noise levels, hours of operation, revving engines, towing vehicles blocking the road, and cars

ENTERPRISE CITY COUNCIL MEETING

parked all over. Another neighbor, Joe Mee, joined the discussion. It was stated that the increased traffic and the extra cars parked around the intersection poses a danger to the 16 school aged children living within a block in each direction. They and other neighbors have done what they were told to do by filing signed complaints with the city office and calling the sheriff's office to report nuisances. They have taken pictures to back up their claims, yet the shop continues to operate where it is in violation of City code. They have done all that they know to do and want the City to enforce the Code. The difficulty of proving that it is a business was re-explained. If the City or State cannot prove that Mr. Gardner is operating a business, the City can only address the nuisances that his activity creates. When the nuisance complaints are brought to Mr. Gardner, he does curtail the behavior for a time, but then he goes back to disregarding his neighbors. The efforts that the City has taken were discussed. City Administrator Adam Bowler stated that the Sheriff has been advised of the situation, but issuing citations is done at the officers' discretion.

Mark Stauffer mentioned that before moving to Enterprise, he had a neighbor who had been fixing cars and selling drugs. He and other neighbors met with sheriff's office to find out what they were willing to do and what the sheriff's office needed them to do to cite the neighbors. It took time, but their issue was resolved. Council Member Jared Bollinger will set up a meeting with the Sheriff's Office, Joe Mee, Larena Messerly, and any other concerned neighbors.

Mayor Humphries said that if Lorena Messerly and Joe Mee would provide him with the evidence that they have collected, he will look into what can be done legally to address their concerns and work on changing City ordinances.

As there were no additional remarks made, the Council continued on to the next item on the agenda.

Sewer/Sanitation – Council Member Ronald Lehm

Consideration of Resolution 2020-001 Adoption of the 2020 Municipal Wastewater Planning Program. This is an annual state requirement because of sewer lagoons and the loan on them. Council Member Jared Bollinger made a motion to Approve Res. 2020-001 – Adoption of 2020 Municipal Wastewater Planning Program. The motion was seconded by Council Member Jared Moody and unanimously approved by voice vote.

Discussion on Improving the Burn Area: Council Member Ron Lehm had some recommendations for improving the burn area to reduce the mess associated with it. There was a brief discussion on different ways to accomplish that. The ideas presented will be considered when the pile is burned other city projects are completed.

Planning & Zoning – Council Member Jared Moody

ENTERPRISE CITY COUNCIL MEETING

68 Consideration of Impact Fee Reduction for Purposed Four-plex – Rulon Harker,
69 Applicant. There was an explanation and discussion about the gathered water data, the
70 basis of estimated residential usage, and the basis of our power impact fees. It was
71 agreed that the gathered information supports the assumption that smaller units will use
72 less water. If usage follows the trend shown in the small sampling of water billings
73 presented, then a reduction of water and sewer impact fees by fifty percent would be a
74 good starting point. The City could enter into a contract with Mr. Harker to review water
75 usage after two years of occupancy to increase the impact fees if the water usage
76 exceeds a certain usage threshold by a an agree percentage rate. Council Member
77 Jared Bollinger made a motion to give City Administrator Adam Bowler the authorization
78 to develop and sign a contract with Rulon Harker to pay two full water, sewer, public
79 safety, and parks and recreation impact fees on his proposed four-plex. The contract
80 should contain a condition that after two years of occupancy, the water usage is 10%
81 over the estimated 37,000 gallons per year, payment of a third impact fee will be
82 required. It also needs to be noted that this reduction does not apply any power impact
83 fees because of the way they are calculated. The motion was seconded by Council
84 Member Jared Moody and unanimously approved.

85 **Physical Facilities** – Council Member Ronald Lehm

86 Update on Completion of Sports Court Annex – City Administrator Adam Bowler has a
87 meeting scheduled with Bill Steele to go through what needs to be done to run the water
88 lines for the cooler. One those lines are completed the sheet rock can be hung, the
89 rooms painted and the finish plumbing and finish electrical completed.

90 **Newsletter** – Mindee Davidson

91 Items for Upcoming Newsletter, Miss Enterprise info.

92 **Other:** Mayor Brandon Humphries – Council Pictures are scheduled for just before the
93 next meeting.

94 **Next scheduled City Council Meeting March 11, 2020 at 7:00 PM**

95 As there were no other items on the agenda, the meeting was adjourned at 8:35 PM

Respectfully Submitted:

Wendy L. Paine/Enterprise City Recorder

City of Enterprise
Invoice Register - 2/26/2020 to 3/24/2020 - All Invoices

3/24/2020

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40790	BINGHAM SNOW & CALDWELL, LLP	33620	3/4/2020	3/4/2020	\$585.00			
					585.00	104332.0	Admin LEGAL FEES	BARLOCKER ISSUES
40955	BINGHAM SNOW & CALDWELL, LLP	33651	3/18/2020	3/18/2020	\$58.50			
					58.50	104332.0	Admin LEGAL FEES	CITY ISSUES
40956	BINGHAM SNOW & CALDWELL, LLP	33651	3/18/2020	3/18/2020	\$877.50			
					877.50	104332.0	Admin LEGAL FEES	BARLOCKER ISSUES
	Vendor Total:				\$1,521.00			
03162020	BOODEY, RENEE	33652	3/17/2020	3/17/2020	\$30.00			
					30.00	107531.0	Ambulance PROF, TECH & AU	RECERT
202720	BOWLER, ADAM	33603	2/27/2020	2/27/2020	\$60.00			
					60.00	104323.0	Admin TRAVEL	URMMA MEETING
RI0315202	BOWLER, ADAM	33653	3/15/2020	3/15/2020	\$50.00			
					50.00	105028.0	Non-dept TELEPHONE	PHONE
	Vendor Total:				\$110.00			
03102020	BRACKENS	33638	3/12/2020	3/12/2020	\$1,146.77			
					19.76	104325.0	Admin EQUIP, SUPPLIES & MA	MISC SUPPLIES
					7.19	105126.0	Bldgs & Grounds BLDGS & GR	MISC SUPPLIES
					16.34	105625.0	Animal Control EQUIP. SUPPLI	MISC SUPPLIES
					12.00	105725.0	Fire EQUIP. SPPLS & MAINT.	MISC SUPPLIES
					39.56	105725.0	Fire EQUIP. SPPLS & MAINT.	MISC SUPPLIES
					89.19	105726.0	Fire BLDG & GRNDS MAINT	MISC SUPPLIES
					53.23	105726.0	Fire BLDG & GRNDS MAINT	MISC SUPPLIES
					4.94	105748.0	Fire SPECIAL DEPARTMENT S	MISC SUPPLIES
					179.87	105748.0	Fire SPECIAL DEPARTMENT S	MISC SUPPLIES
					15.73	105748.0	Fire SPECIAL DEPARTMENT S	MISC SUPPLIES
					9.88	106625.0	Shop EQUIP SUPPLIES & MAI	MISC SUPPLIES
					22.74	106625.0	Shop EQUIP SUPPLIES & MAI	MISC SUPPLIES
					13.84	106625.0	Shop EQUIP SUPPLIES & MAI	MISC SUPPLIES
					69.98	107125.0	Parks EQUIPMENT - SUPPLIE	MISC SUPPLIES
					19.79	107125.0	Parks EQUIPMENT - SUPPLIE	MISC SUPPLIES
					66.48	107125.0	Parks EQUIPMENT - SUPPLIE	MISC SUPPLIES
					1.07	107125.0	Parks EQUIPMENT - SUPPLIE	MISC SUPPLIES
					5.40	107525.0	Ambulance EQUIPMENT SUPP	MISC SUPPLIES
					1.09	107525.0	Ambulance EQUIPMENT SUPP	MISC SUPPLIES
					28.80	514026.0	OPERATING SUPPLIES-WATE	MISC SUPPLIES
					2.39	514026.0	OPERATING SUPPLIES-WATE	MISC SUPPLIES
					8.98	524026.0	OPERATING SUPPLIES - SEW	MISC SUPPLIES
					22.49	534026.0	OPERATING SUPPLIES - POW	MISC SUPPLIES
					436.03	534048.0	SPECIAL DEPARTMENT SUPP	MISC SUPPLIES
RI0315203	BRENDEN MOODY	33654	3/15/2020	3/15/2020	\$50.00			
					25.00	105728.0	Fire TELEPHONE	
					25.00	107528.0	Ambulance TELEPHONE	
03032020	BUNKER, JESSICA	33612	3/3/2020	3/3/2020	\$50.00			
					50.00	105162.0	Bldgs & Grounds MISCELLANE	COMMUNITY BUILDING DEPO
897579	BURTON LUMBER	33655	3/18/2020	3/18/2020	\$964.01			
					482.00	105774.0	Fire CAPITAL OUTLAY - EQUIP	REMODEL EMS
					482.01	107574.0	Ambulance CAPITAL OUTLAY -	REMODEL EMS
197115	CARR PRINTING COMPANY, INC.	33604	2/26/2020	2/26/2020	\$854.89			
					854.89	105225.0	Election EQUIP - SUPPLIES &	BALLOTS & SUPPLIES
WXS3471	CDW GOVERNMENT	33656	3/17/2020	3/17/2020	\$473.33			
					473.33	105574.0	Tech CAPITAL OUTLAY - EQUI	COURT COMPUTER

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XBV6971	CDW GOVERNMENT		3/19/2020	3/19/2020	\$359.81			
					359.81	105525.0	Tech EQUIP. SUPPLIES & MAI	COMPUTERS
XDC7627	CDW GOVERNMENT		3/19/2020	3/19/2020	\$165.90			
					165.90	105525.0	Tech EQUIP. SUPPLIES & MAI	COMPUTERS
	Vendor Total:				\$999.04			
16536	CERTIFIED FIRE AND SECURITY	33623	3/5/2020	3/5/2020	\$900.00			
					900.00	105174.0	Bldgs & Grounds CAPITAL EXP	COMMUNITY BUILDING - SEC
285	CHRISTENSEN, VICTOR	33631	3/11/2020	3/11/2020	\$6,800.00			
					6,800.00	106274.0	Sanitation CAPITAL OUTLAY -	CONCRETE - ROLL OFF AREA
05077	CITY OF ST. GEORGE		3/23/2020	3/23/2020	\$75.00			
					30.00	514027.2	WATER TESTING FEES	WATER TESTING FEES
					45.00	524027.2	SEWER TESTING FEES	SEWER TESTING FEES
RI0315204	COLVIN, MERRI LEE	33657	3/15/2020	3/15/2020	\$50.00			
					50.00	105028.0	Non-dept TELEPHONE	PHONE
03162020	COPE, BENJAMIN	33649	3/16/2020	3/16/2020	\$50.00			
					50.00	105148.0	Bldgs & Grounds SPECIAL DEP	REIMBURSEMENT FOR COM
RI0315205	DAVIDSON, CHRISTOPHER	33658	3/15/2020	3/15/2020	\$50.00			
					12.50	105028.0	Non-dept TELEPHONE	PHONE
					12.50	514028.0	TELEPHONE	PHONE
					12.50	524028.0	TELEPHONE	PHONE
					12.50	534028.0	TELEPHONE	PHONE
02262020	DAVIDSON, MINDEE	33605	2/27/2020	2/27/2020	\$40.00			
					40.00	107254.6	Rec WRESTLING SUPPLIES &	REFUND ON WRESTLING
03102020-2	DOMINION ENERGY	33659	3/18/2020	3/18/2020	\$630.26			
					630.26	105127.0	Bldgs & Grounds UTILITIES	SHOP
03102020-3	DOMINION ENERGY	33659	3/18/2020	3/18/2020	\$158.48			
					158.48	105127.0	Bldgs & Grounds UTILITIES	COMMUNITY BUILDING
03102020-4	DOMINION ENERGY	33659	3/18/2020	3/18/2020	\$587.70			
					587.70	105727.0	Fire UTILITIES	FIRE HOUSE
30102020	DOMINION ENERGY	33659	3/18/2020	3/18/2020	\$121.46			
					37.52	105127.0	Bldgs & Grounds UTILITIES	CITY OFFICE
					83.94	524027.0	UTILITIES	LIFT STATION
	Vendor Total:				\$1,497.90			
PR022920-283	EFTPS	EFT3220	2/28/2020	2/28/2020	\$117.65			
					65.42	102221.0	FICA PAYABLE	Social Security Tax
					15.30	102221.0	FICA PAYABLE	Medicare Tax
					36.93	102222.0	FEDERAL WITHHOLDING PAY	Federal Income Tax
PR022920-283	EFTPS	EFT2220	2/29/2020	2/29/2020	\$5,662.47			
					2,946.80	102221.0	FICA PAYABLE	Social Security Tax
					689.18	102221.0	FICA PAYABLE	Medicare Tax
					2,026.49	102222.0	FEDERAL WITHHOLDING PAY	Federal Income Tax
PR031520-283	EFTPS	EFT316200	3/13/2020	3/13/2020	\$5,408.02			
					2,788.14	102221.0	FICA PAYABLE	Social Security Tax
					652.06	102221.0	FICA PAYABLE	Medicare Tax
					1,967.82	102222.0	FEDERAL WITHHOLDING PAY	Federal Income Tax
PR031520-283	EFTPS	EFT31620	3/15/2020	3/15/2020	\$143.39			
					77.50	102221.0	FICA PAYABLE	Social Security Tax
					18.12	102221.0	FICA PAYABLE	Medicare Tax

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	Vendor Total:				47.77 \$11,331.53	102222.0	FEDERAL WITHHOLDING PAY	Federal Income Tax
RI0315206	ENTERPRISE ELEMENTARY PTA MAS	33660	3/15/2020	3/15/2020	\$100.00 100.00	105531.0	Tech PROFESSIONAL & TECH.	SUPPORT
032320	ENTERPRISE VALLEY MED CLINIC		3/24/2020	3/24/2020	\$6.11 6.11	105731.0	Fire PROF & TECH SERVICES	TB TEST
032320-2	ENTERPRISE VALLEY MED CLINIC		3/24/2020	3/24/2020	\$6.11 6.11	107531.0	Ambulance PROF, TECH & AU	TB TEST
	Vendor Total:				\$12.22			
101-1	ENTERPRISE WRESTLING BOOSTER	33624	3/5/2020	3/5/2020	\$1,800.00 1,800.00	107254.6	Rec WRESTLING SUPPLIES &	REFEREE FEE JR HIGH
212325	IMAGING CONCEPTS, LLC.	33650	3/17/2020	3/17/2020	\$908.73 15.00 20.00 70.00 20.00 15.00 419.63 5.00 15.00 15.00 10.00 15.00 10.00 20.00 85.00 85.00 89.10	104162.0 104224.0 104325.0 104462.0 105062.0 105062.0 105262.0 105362.0 105724.0 105824.0 107148.0 107262.0 107525.0 514024.0 524024.0 534024.0	Council MISCELLANEOUS SE Judicial OFFICE SUPPLIES AN Admin EQUIP, SUPPLIES & MA Recorder MISCELLANEOUS S Non-dept MISCELLANEOUS S Non-dept MISCELLANEOUS S Election MISC. SERVICES Plan & Zone MISCELLANEOUS Fire OFFICE SUPPLIES AND E Bldg Inspection OFFICE SUPPL Parks SPECIAL DEPT. SUPPLI Rec MISCELLANEOUS SERVI Ambulance EQUIPMENT SUPP OFFICE SUPPLIES AND EXPE OFFICE SUPPLIES AND EXPE OFFICE SUPPLIES AND EXPE	COPIES COPIES COPIES COPIES COPIES COPIER CONTRACT COPIES COPIES COPIES COPIES COPIES COPIES COPIES COPIES COPIES COPIES
1528	LEAVITT CONSTRUCTION SHOP	33632	3/11/2020	3/11/2020	\$2,225.06 2,225.06	534029.0	VEHICLE	DIGGER TRK REPAIR/SERVIC
976258	LIFE-ASSIST, INC.	33639	3/12/2020	3/12/2020	\$261.62 261.62	107525.0	Ambulance EQUIPMENT SUPP	MEDICAL SUPPLIES
976408	LIFE-ASSIST, INC.	33639	3/12/2020	3/12/2020	\$50.10 50.10	107525.0	Ambulance EQUIPMENT SUPP	MEDICAL SUPPLIES
977384	LIFE-ASSIST, INC.	33639	3/12/2020	3/12/2020	\$261.88 261.88	107525.0	Ambulance EQUIPMENT SUPP	MEDICAL SUPPLIES
977421	LIFE-ASSIST, INC.	33639	3/12/2020	3/12/2020	\$5.70 5.70	107525.0	Ambulance EQUIPMENT SUPP	MEDICAL SUPPLIES
981578	LIFE-ASSIST, INC.		3/24/2020	3/24/2020	\$213.24 213.24	107525.0	Ambulance EQUIPMENT SUPP	MEDICAL SUPPLIES
	Vendor Total:				\$792.54			
RI0301207	MEDICALLY SOUND, P.L.L.C.	33661	3/1/2020	3/1/2020	\$500.00 500.00	107531.0	Ambulance PROF, TECH & AU	Medical Director
298649	MORETON & CO	33625	3/5/2020	3/5/2020	\$100.00 100.00	104351.0	Admin INSURANCE AND SURE	NOTARY BOND
21947	MORGAN TERMITE & PEST CONTRO	33662	3/18/2020	3/18/2020	\$79.00 79.00	105062.0	Non-dept MISCELLANEOUS S	PEST CONTROL
3032020	PAINE, WENDY	33621	3/4/2020	3/4/2020	\$95.00 95.00	104462.0	Recorder MISCELLANEOUS S	NOTARY TEST

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RI0315208	PAINE, WENDY	33663	3/15/2020	3/15/2020	\$50.00			
					50.00	105028.0	Non-dept TELEPHONE	PHONE
	Vendor Total:				\$145.00			
2981	PASO-TEX INDUSTRIES	33664	3/18/2020	3/18/2020	\$6,200.00			
					6,200.00	464074.0	CAPITAL OUTLAY - PROJECT	PUMP FOR NEW PARK
3310740210	PITNEY BOWES GLOBAL FINANCIAL	33640	3/12/2020	3/12/2020	\$82.74			
					82.74	105025.0	Non-dept EQUIP - SUPPLIES &	POSTAGE MACHINE LEASE
03112020	PRISBREY, KIMBERLY	33633	3/11/2020	3/11/2020	\$50.00			
					50.00	105162.0	Bldgs & Grounds MISCELLANE	REFUND ON DEPOSIT - CB
0122988628	PUBLIC EMPLOYEES HEALTH PROG	33613	3/3/2020	3/3/2020	\$12,888.24			
					12,888.24	102250.0	EMPLOYEE INSURANCE PAYA	INSURANCE
023-0006566655	REPUBLIC SERVICES #233	33626	3/5/2020	3/5/2020	\$2,896.91			
					25.00	105762.0	Fire MISCELLANEOUS SERVI	FIRE HAND PICK UP
					2,112.01	106231.0	Sanitation CONTRACT SERVIC	DUMP STATION
					719.87	106231.0	Sanitation CONTRACT SERVIC	FUEL & ADMIN FEE
					12.15	106231.0	Sanitation CONTRACT SERVIC	CEMETERY DUMPSTER
					27.88	107562.0	Ambulance MISCELLANEOUS	HAND PICK UP
0233-0006566690	REPUBLIC SERVICES #233	33626	3/5/2020	3/5/2020	\$223.35			
					223.35	106231.0	Sanitation CONTRACT SERVIC	CITY YARD
	Vendor Total:				\$3,120.26			
03230202	ROCKY MOUNTAIN POWER		3/23/2020	3/23/2020	\$72.16			
					72.16	514027.0	UTILITIES-WATER	POWER - PUMP
03232020--2	ROCKY MOUNTAIN POWER		3/23/2020	3/23/2020	\$172.31			
					172.31	534005.0	POWER PURCHASED	MADSENS POWER
	Vendor Total:				\$244.47			
644570-00	SCHOLZEN PRODUCTS CO, INC	33641	3/12/2020	3/12/2020	\$87.40			
					87.40	106625.0	Shop EQUIP SUPPLIES & MAI	MISC SUPPLIES
6448282-00	SCHOLZEN PRODUCTS CO, INC	33641	3/12/2020	3/12/2020	\$145.04			
					145.04	514026.0	OPERATING SUPPLIES-WATE	WATER METER BARREL PIPE
6448282-01	SCHOLZEN PRODUCTS CO, INC	33641	3/12/2020	3/12/2020	\$362.60			
					362.60	514026.0	OPERATING SUPPLIES-WATE	METER BARREL PIPE
6452633-00	SCHOLZEN PRODUCTS CO, INC	33641	3/12/2020	3/12/2020	\$2,807.40			
					2,807.40	514075.0	WATER METER REPLACEME	WATER METERS
	Vendor Total:				\$3,402.44			
19901	SIMKINS SERVICE, LLC dba JIM'S SE	33634	3/9/2020	3/9/2020	\$145.60			
					145.60	105725.0	Fire EQUIP. SPPLS & MAINT.	JAWS OF LIFE VALVE
03042020	SIMKINS, ARLAN	33627	3/5/2020	3/5/2020	\$10.00			
					10.00	524023.0	TRAVEL	WASTEWATER CONF
RI03152010	SIMKINS, ARLAN	33665	3/15/2020	3/15/2020	\$50.00			
					50.00	514028.0	TELEPHONE	PHONE
	Vendor Total:				\$60.00			
03102020	SOUTH CENTRAL	33642	3/12/2020	3/12/2020	\$53.98			
					26.99	105728.0	Fire TELEPHONE	PHONE
					26.99	107528.0	Ambulance TELEPHONE	PHONE
03102020-2	SOUTH CENTRAL	33642	3/12/2020	3/12/2020	\$47.06			
					23.53	105728.0	Fire TELEPHONE	PHONE
					23.53	107528.0	Ambulance TELEPHONE	PHONE

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03102020-3	SOUTH CENTRAL	33642	3/12/2020	3/12/2020	\$526.78			
					20.59	105028.0	Non-dept TELEPHONE	PHONE
					57.47	105531.0	Tech PROFESSIONAL & TECH.	INTERNET
					28.74	105731.0	Fire PROF & TECH SERVICES	INTERNET
					28.74	107531.0	Ambulance PROF, TECH & AU	INTERNET
					61.77	514028.0	TELEPHONE	PHONE
					61.77	524028.0	TELEPHONE	PHONE
					267.70	534028.0	TELEPHONE	PHONE
	Vendor Total:				\$627.82			
03042020	STAHOLI, ORRIN	33628	3/5/2020	3/5/2020	\$10.00			
					10.00	524023.0	TRAVEL	WASTE WATER CONF
RI03152011	STAHOLI, ORRIN	33666	3/15/2020	3/15/2020	\$50.00			
					50.00	524028.0	TELEPHONE	PHONE
	Vendor Total:				\$60.00			
02042020	STAPLEY PHARMACY ENTERPRISE	33643	3/12/2020	3/12/2020	\$250.00			
					250.00	107525.0	Ambulance EQUIPMENT SUPP	MEDS
NP57850918	STATE OF UTAH GASCARD	33644	3/12/2020	3/12/2020	\$905.25			
					180.00	104329.0	Admin VEHICLE	FUEL
					25.50	105029.0	Non-dept VEHICLE	FUEL
					74.00	105729.0	Fire VEHICLE	FUEL
					66.00	105729.0	Fire VEHICLE	FUEL
					10.00	106661.0	Shop MISCELLANEOUS SUPP	FUEL
					97.00	107529.0	Ambulance VEHICLE	FUEL
					74.00	107529.0	Ambulance VEHICLE	FUEL
					50.00	514029.0	VEHICLE	FUEL
					43.00	514029.0	VEHICLE	FUEL
					25.50	514029.0	VEHICLE	FUEL
					43.00	524029.0	VEHICLE	FUEL
					130.00	524029.0	VEHICLE	FUEL
					61.75	534029.0	VEHICLE	FUEL
					25.50	534029.0	VEHICLE	FUEL
03022020	UAMPS	33619	3/3/2020	3/3/2020	\$45,282.00			
					45,282.00	534005.0	POWER PURCHASED	JANUARY BILLING
03032020	UNITED STATES POST OFFICE	33614	3/3/2020	3/3/2020	\$500.00			
					166.66	514062.0	MISCELLANEOUS SERVICES	POSTAGE
					166.67	524062.0	MISCELLANEOUS SERVICES	POSTAGE
					166.67	534062.0	MISCELLANEOUS SERVICES	POSTAGE
102686	UTAH LOCAL GOV TRUST		3/19/2020	3/19/2020	\$129.96			
					129.96	102250.0	EMPLOYEE INSURANCE PAYA	INSURANCE
PR022920-247	UTAH RETIREMENT SYSTEMS		2/28/2020	2/28/2020	\$97.45			
					97.45	102230.0	STATE RETIREMENT SYS. PA	State Retirement
PR022920-247	UTAH RETIREMENT SYSTEMS		2/29/2020	2/29/2020	\$3,949.63			
					3,080.21	102230.0	STATE RETIREMENT SYS. PA	State Retirement
					300.00	102231.0	401K PAYABLE	State Retirement Repayment
					569.42	102231.0	401K PAYABLE	Retirement 401k
PR031520-247	UTAH RETIREMENT SYSTEMS		3/13/2020	3/13/2020	\$4,339.23			
					3,385.83	102230.0	STATE RETIREMENT SYS. PA	State Retirement
					300.00	102231.0	401K PAYABLE	State Retirement Repayment
					653.40	102231.0	401K PAYABLE	Retirement 401k
	Vendor Total:				\$8,386.31			
PR022920-251	UTAH STATE TAX COMMISSION		2/28/2020	2/28/2020	\$14.12			
					14.12	102223.0	STATE WITHHOLDING PAYAB	State Income Tax

City of Enterprise
Invoice Register - 2/26/2020 to 3/24/2020 - All Invoices

3/24/2020

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
PR022920-251	UTAH STATE TAX COMMISSION		2/29/2020	2/29/2020	\$933.23			
					933.23	102223.0	STATE WITHHOLDING PAYAB	State Income Tax
PR031520-251	UTAH STATE TAX COMMISSION		3/13/2020	3/13/2020	\$928.82			
					928.82	102223.0	STATE WITHHOLDING PAYAB	State Income Tax
PR031520-251	UTAH STATE TAX COMMISSION		3/15/2020	3/15/2020	\$20.20			
					20.20	102223.0	STATE WITHHOLDING PAYAB	State Income Tax
	Vendor Total:				\$1,896.37			
03052020	UTAH STATE TREASURER	33629	3/6/2020	3/6/2020	\$158.46			
					158.46	104232.0	Judicial LEGAL FEES	STATE SURCHARGE
9848790627	VERIZON WIRELESS	33615	3/3/2020	3/3/2020	\$102.15			
					102.15	107528.0	Ambulance TELEPHONE	PHONES
87209	WASHINGTON CO SOLID WASTE	33645	3/12/2020	3/12/2020	\$6,701.15			
					6,701.15	106231.0	Sanitation CONTRACT SERVIC	FEB BILLING
2020-4	WASHINGTON CO. FIRE CHIEFS ASS	33616	3/3/2020	3/3/2020	\$40.00			
					40.00	105731.0	Fire PROF & TECH SERVICES	ANNUAL DUES
01252020	WASHINGTON COUNTY EMS COUNC	33617	3/3/2020	3/3/2020	\$200.00			
					200.00	107521.0	Ambulance BKS, SBSCRPTNS	ANNUAL EMS DUES
P1995672	WASHINGTON NATIONAL INSURANC	33646	3/12/2020	3/12/2020	\$41.05			
					41.05	102250.0	EMPLOYEE INSURANCE PAYA	INS
03052020	WCF MUTUAL INSURANCE COMPAN	33630	3/4/2020	3/4/2020	\$1,057.00			
					1,057.00	102225.0	WORKMENS COMPENSATION	WORKERS COMP AUDIT
7353747	WCF MUTUAL INSURANCE COMPAN	33622	3/4/2020	3/4/2020	\$561.62			
					561.62	102225.0	WORKMENS COMPENSATION	WORKERS COMP
	Vendor Total:				\$1,618.62			
03032020	ZION BANK - VISA	33618	3/3/2020	3/3/2020	\$342.99			
					342.99	105531.0	Tech PROFESSIONAL & TECH.	CLOUD SITE
03052020	ZION BANK - VISA	33635	3/5/2020	3/5/2020	\$20.00			
					20.00	104329.0	Admin VEHICLE	MISC SERVICES
03052020-03	ZION BANK - VISA	33635	3/10/2020	3/10/2020	\$6,369.23			
					135.61	104323.0	Admin TRAVEL	URMMA MEETING
					74.50	105024.0	Non-dept OFFICE SUPPLIES A	MISC SUPPLIES
					937.04	105127.0	Bldgs & Grounds UTILITIES	UTILITIES
					694.82	105127.0	Bldgs & Grounds UTILITIES	UTILITIES - CITY OFFICE
					366.70	105727.0	Fire UTILITIES	UTILITIES - FIRE HOUSE
					15.90	107127.0	Parks UTILITIES	UTILITIES
					31.50	107127.0	Parks UTILITIES	UTILITIES
					31.50	107127.0	Parks UTILITIES	UTILITIES
					358.28	107127.0	Parks UTILITIES	UTILITIES-COMMUNITY BUILD
					195.30	107127.0	Parks UTILITIES	UTILITIES-SPORTS COURT
					31.50	107127.0	Parks UTILITIES	UTILITIES - SPLASH PAD
					124.90	107127.0	Parks UTILITIES	UTILITIES - LITTLE LEAGUE
					617.78	107527.0	Ambulance UTILITIES	UTILITIES
					31.50	107727.0	Cemetery UTILITIES	UTILITIES
					31.50	107727.0	Cemetery UTILITIES	UTILITIES
					125.90	514027.0	UTILITIES-WATER	UTILITIES
					110.01	514027.0	UTILITIES-WATER	UTILITIES
					87.67	514027.1	UTILITIES-GARDEN WATER	UTILITIES
					199.43	524027.0	UTILITIES	UTILITIES
					2,167.89	524027.0	UTILITIES	UTILITIES

City of Enterprise
Invoice Register - 2/26/2020 to 3/24/2020 - All Invoices

3/24/2020

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
03052020-2	ZION BANK - VISA	33635	3/10/2020	3/10/2020	\$4,460.05			
					33.55	104323.0	Admin TRAVEL	SALE OF TRUCK
					111.69	104323.0	Admin TRAVEL	URMMA MEETING
					85.11	104324.0	Admin OFFICE SUPPLIES AND	MISC SUPPLIES
					50.01	104324.0	Admin OFFICE SUPPLIES AND	MISC SUPPLIES
					9.60	104329.0	Admin VEHICLE	MISC SUPPLIES
					13.80	104329.0	Admin VEHICLE	MISC SUPPLIES
					24.43	104329.0	Admin VEHICLE	MISC SUPPLIES
					21.26	104329.0	Admin VEHICLE	MISC SUPPLIES
					20.00	104329.0	Admin VEHICLE	MISC SERVICES
					14.58	104333.0	Admin EDUCATION AND TRAI	CITY MANAGER MEETING
					21.18	105125.0	Bldgs & Grounds EQUIP. SUPP	MISC SUPPLIES
					134.67	105125.0	Bldgs & Grounds EQUIP. SUPP	MISC SUPPLIES
					87.40	105125.0	Bldgs & Grounds EQUIP. SUPP	MISC SUPPLIES
					52.01	105126.0	Bldgs & Grounds BLDGS & GR	MISC SUPPLIES
					10.63	105362.0	Plan & Zone MISCELLANEOUS	NAME PLATES
					146.28	105525.0	Tech EQUIP. SUPPLIES & MAI	COMPUTER - TECH
					40.07	105574.0	Tech CAPITAL OUTLAY - EQUI	COMPUTER - TECH
					477.85	105574.0	Tech CAPITAL OUTLAY - EQUI	COMPUTER - TECH
					161.64	105774.0	Fire CAPITAL OUTLAY - EQUIP	AMB BAY IIMPROVEMENTS
					213.83	105774.0	Fire CAPITAL OUTLAY - EQUIP	AMB BAY IIMPROVEMENTS
					213.83	107548.0	Ambulance SPECIAL DEPART	AMB BAY IIMPROVEMENTS
					161.64	107574.0	Ambulance CAPITAL OUTLAY -	AMB BAY IIMPROVEMENTS
					92.60	464074.0	CAPITAL OUTLAY - PROJECT	SPORTS COURT
					760.04	464074.0	CAPITAL OUTLAY - PROJECT	COMMUNITY BUILDING
					452.03	464074.0	CAPITAL OUTLAY - PROJECT	COMMUNITY BUILDING
					252.32	464074.0	CAPITAL OUTLAY - PROJECT	COMMUNITY BUILDING
					399.00	514033.0	EDUCATION AND TRAINING	WATER CONF
					399.00	524033.0	EDUCATION AND TRAINING	SEWER CONF
03122020	ZION BANK - VISA	33647	3/12/2020	3/12/2020	\$243.66			
					21.24	107524.0	Ambulance OFFICE SUPPLIES	MISC SUPPLIES
					17.03	107525.0	Ambulance EQUIPMENT SUPP	MISC SUPPLIES
					6.39	107525.0	Ambulance EQUIPMENT SUPP	MISC SUPPLIES
					160.00	107531.0	Ambulance PROF, TECH & AU	LICENSING FEE
					39.00	107562.0	Ambulance MISCELLANEOUS	MISC SERVICES
Vendor Total:					\$11,435.93			
Total:					\$137,711.51			
GL Account Summary								
					7,252.52	102221.0	FICA PAYABLE	
					4,079.01	102222.0	FEDERAL WITHHOLDING PAY	
					1,896.37	102223.0	STATE WITHHOLDING PAYAB	
					1,618.62	102225.0	WORKMENS COMPENSATION	
					6,563.49	102230.0	STATE RETIREMENT SYS. PA	
					1,822.82	102231.0	401K PAYABLE	
					13,059.25	102250.0	EMPLOYEE INSURANCE PAYA	
					15.00	104162.0	Council MISCELLANEOUS SE	
					20.00	104224.0	Judicial OFFICE SUPPLIES AN	
					158.46	104232.0	Judicial LEGAL FEES	
					340.85	104323.0	Admin TRAVEL	
					135.12	104324.0	Admin OFFICE SUPPLIES AND	
					89.76	104325.0	Admin EQUIP, SUPPLIES & MA	
					289.09	104329.0	Admin VEHICLE	
					1,521.00	104332.0	Admin LEGAL FEES	
					14.58	104333.0	Admin EDUCATION AND TRAI	
					100.00	104351.0	Admin INSURANCE AND SURE	

City of Enterprise
Invoice Register - 2/26/2020 to 3/24/2020 - All Invoices

3/24/2020

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
					115.00	104462.0	Recorder MISCELLANEOUS S	
					74.50	105024.0	Non-dept OFFICE SUPPLIES A	
					82.74	105025.0	Non-dept EQUIP - SUPPLIES &	
					183.09	105028.0	Non-dept TELEPHONE	
					25.50	105029.0	Non-dept VEHICLE	
					513.63	105062.0	Non-dept MISCELLANEOUS S	
					243.25	105125.0	Bldgs & Grounds EQUIP. SUPP	
					59.20	105126.0	Bldgs & Grounds BLDGS & GR	
					2,458.12	105127.0	Bldgs & Grounds UTILITIES	
					50.00	105148.0	Bldgs & Grounds SPECIAL DEP	
					100.00	105162.0	Bldgs & Grounds MISCELLANE	
					900.00	105174.0	Bldgs & Grounds CAPITAL EXP	
					854.89	105225.0	Election EQUIP - SUPPLIES &	
					5.00	105262.0	Election MISC. SERVICES	
					25.63	105362.0	Plan & Zone MISCELLANEOUS	
					671.99	105525.0	Tech EQUIP. SUPPLIES & MAI	
					500.46	105531.0	Tech PROFESSIONAL & TECH.	
					991.25	105574.0	Tech CAPITAL OUTLAY - EQUI	
					16.34	105625.0	Animal Control EQUIP. SUPPLI	
					15.00	105724.0	Fire OFFICE SUPPLIES AND E	
					197.16	105725.0	Fire EQUIP. SPPLS & MAINT.	
					142.42	105726.0	Fire BLDG & GRNDS MAINT	
					954.40	105727.0	Fire UTILITIES	
					75.52	105728.0	Fire TELEPHONE	
					140.00	105729.0	Fire VEHICLE	
					74.85	105731.0	Fire PROF & TECH SERVICES	
					200.54	105748.0	Fire SPECIAL DEPARTMENT S	
					25.00	105762.0	Fire MISCELLANEOUS SERVI	
					857.47	105774.0	Fire CAPITAL OUTLAY - EQUIP	
					10.00	105824.0	Bldg Inspection OFFICE SUPPL	
					9,768.53	106231.0	Sanitation CONTRACT SERVIC	
					6,800.00	106274.0	Sanitation CAPITAL OUTLAY -	
					133.86	106625.0	Shop EQUIP SUPPLIES & MAI	
					10.00	106661.0	Shop MISCELLANEOUS SUPP	
					157.32	107125.0	Parks EQUIPMENT - SUPPLIE	
					788.88	107127.0	Parks UTILITIES	
					15.00	107148.0	Parks SPECIAL DEPT. SUPPLI	
					1,840.00	107254.6	Rec WRESTLING SUPPLIES &	
					10.00	107262.0	Rec MISCELLANEOUS SERVI	
					200.00	107521.0	Ambulance BKS, SBSCRPTNS	
					21.24	107524.0	Ambulance OFFICE SUPPLIES	
					1,092.45	107525.0	Ambulance EQUIPMENT SUPP	
					617.78	107527.0	Ambulance UTILITIES	
					177.67	107528.0	Ambulance TELEPHONE	
					171.00	107529.0	Ambulance VEHICLE	
					724.85	107531.0	Ambulance PROF, TECH & AU	
					213.83	107548.0	Ambulance SPECIAL DEPART	
					66.88	107562.0	Ambulance MISCELLANEOUS	
					643.65	107574.0	Ambulance CAPITAL OUTLAY -	
					63.00	107727.0	Cemetery UTILITIES	
					73,054.83		Total	
					7,756.99	464074.0	CAPITAL OUTLAY - PROJECT	
					85.00	514024.0	OFFICE SUPPLIES AND EXPE	
					538.83	514026.0	OPERATING SUPPLIES-WATE	
					308.07	514027.0	UTILITIES-WATER	

City of Enterprise
Invoice Register - 2/26/2020 to 3/24/2020 - All Invoices

3/24/2020

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
					87.67	514027.1	UTILITIES-GARDEN WATER	
					30.00	514027.2	WATER TESTING FEES	
					124.27	514028.0	TELEPHONE	
					118.50	514029.0	VEHICLE	
					399.00	514033.0	EDUCATION AND TRAINING	
					166.66	514062.0	MISCELLANEOUS SERVICES	
					2,807.40	514075.0	WATER METER REPLACEME	
					4,665.40		Total	
					20.00	524023.0	TRAVEL	
					85.00	524024.0	OFFICE SUPPLIES AND EXPE	
					8.98	524026.0	OPERATING SUPPLIES - SEW	
					2,451.26	524027.0	UTILITIES	
					45.00	524027.2	SEWER TESTING FEES	
					124.27	524028.0	TELEPHONE	
					173.00	524029.0	VEHICLE	
					399.00	524033.0	EDUCATION AND TRAINING	
					166.67	524062.0	MISCELLANEOUS SERVICES	
					3,473.18		Total	
					45,454.31	534005.0	POWER PURCHASED	
					89.10	534024.0	OFFICE SUPPLIES AND EXPE	
					22.49	534026.0	OPERATING SUPPLIES - POW	
					280.20	534028.0	TELEPHONE	
					2,312.31	534029.0	VEHICLE	
					436.03	534048.0	SPECIAL DEPARTMENT SUPP	
					166.67	534062.0	MISCELLANEOUS SERVICES	
					48,761.11		Total	
					\$137,711.51		GL Account Summary Total	



CITY OF ENTERPRISE

P.O. Box 340
Enterprise, Utah 84725
(435) 878-2221 • Fax: (435) 878-2311

Approval Sheet

The attached invoice register, with the listed invoices, expenditures, and amounts, was review and approved by the Enterprise Mayor and City Council.

Invoice Register Dates:

February 26, 2020 through March 24, 2020

Total Amount: \$137,711.51

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

We understand that some line items listed in the Invoice Register contain items that have already been paid, and those that have not been paid may have already been acquired and we may be obligated to pay. Our review and approval is to ensure that purchases are made in harmony with our approved budget and City Council goals and directives.

RESOLUTION NO. 2020-003

**A RESOLUTION AMENDING POLICIES AND PROCEDURES FOR THE ENTERPRISE
CITY COUNCIL GOVERNING CONDUCT OF ITS OFFICIAL MEETINGS**

WHEREAS: the City Council of Enterprise City finds that it is prudent to amend the rules of procedure to govern the conduct of its official meetings; and

WHEREAS: the Council has reviewed and approves the following changes to the “City of Enterprise, City Council Rules of Procedure” which are incorporated into this resolution;

NOW THEREFORE BE IT RESOLVED by the Enterprise City Council as follows:

1. The attached amended “City of Enterprise, City Council Rules of Procedure” are hereby adopted.

This resolution shall take effect and be in force immediately.

PASSED AND APPROVED by the City Council of the City of Enterprise, Utah, on the 25th day of March, 2020.

City of Enterprise

Brandon G. Humphries, Mayor

Attest:

Wendy L. Paine, City Recorder



City Council Meeting Policies and Procedures

Adopted:

(Proposed)

Resolution 202014-0036

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CITY COUNCIL MEETING POLICIES AND PROCEDURES

1. PURPOSE

- 1.1 Meeting Policies and Procedures: These Meeting Policies and Procedures of the City Council of The City of Enterprise are intended for the government of the City Council, the preservation of order, and the orderly transaction of City Council business. These Policies and Procedures should assist and give direction to the Council in conducting their meeting not inhibit it.

2. AUTHORITY

- 2.1 City Code: The City of Enterprise Code provides that the Council may determine its own procedure policies. These policies shall be in effect until such time as they are amended or new policies are adopted by the City Council.

3. GENERAL RULES

- 3.1 Public Meetings: All official meetings of the Council (except where State or local law allows for closed sessions) shall be open to the public "Open and Public Meetings Act" pursuant to Section 52-4-101 of Utah State Code. The Council shall give at least twenty-four (24) hours advanced notice of its meetings unless an exception for shorter notice is provided under state law. The approved and corrected minutes of the proceedings of these open meetings shall be available for public inspection.
- 3.2 Location: The location of all regular, special, emergency and work session meetings, unless publicly noticed differently, shall be in the Council Chambers in the Enterprise City Office, 375 South 200 East, Enterprise, Utah 84725.
- 3.3 Quorum: Three members of the Council shall constitute a quorum. A minimum of three votes shall be necessary to take any action, except where more votes are required by Section 7.2.
- 3.4 Recognition by the Mayor: The Mayor shall recognize all Council members, staff and/or individuals from the general public before addressing the Council on any issue.

4. TYPES OF MEETINGS

- 4.1 Regular Meetings: The Council shall meet in accordance with the annual

meeting schedule as approved or as amended.

- 4.2 Special Meetings: Special Meetings may be called by the Mayor or by a request of at least two (2) members of the Council to consider any matter.
- 4.3 Emergency Meetings: Emergency Meetings may be called by the Mayor or by a request of at least two (2) members of the Council to consider matters of an emergency or otherwise urgent nature. All Emergency Meetings shall be called, noticed and conducted consistent with Section 52-4-202, subsection (5), of the Utah Code. An attempt shall be made to notify all the members of the Council of the meeting in advance. The best practicable public notice of the meeting shall be given.
- 4.4 Closed Meetings: The Council may adjourn to a Closed Meeting to discuss one or more of the purposes set forth in Section 52-4-205 of the Utah Code, as listed below (or others, as allowed by state statute):
- a) Discuss the character, professional competence, or physical or mental health of an individual.
 - b) Hold a strategy session to discuss collective bargaining.
 - c) Hold a strategy session to discuss pending or reasonably imminent litigation.
 - d) Hold a strategy session to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction.
 - e) Hold a strategy session to discuss the sale of real property.
 - f) Discuss the deployment of security devices and investigative proceedings regarding criminal conduct.
- Adjournment to a Closed Meeting requires a two-thirds (2/3) vote of the Council members present. At least one of the appropriate purposes of the Closed Meeting shall be identified and recorded in the minutes of the open meeting from which it is adjourned.
- 4.5 Work Meetings: The Council may meet informally in Work Meetings (open to the public) to review upcoming programs of the City, to receive progress reports on current programs or projects, and to discuss policy issues. No final vote may be taken in a Work Meeting.
- 4.6 Retreats: The Council may meet informally in Retreats (open to the public) to discuss a variety of issues facing the City. While broad general direction may be given, no final vote may be taken in a Retreat.
- 4.7 Electronic Meetings: The City Council may conduct electronic meetings where one or more of its members participate by means of a telephonic or telecommunications conference pursuant to Section 52-4-7.8 of the Utah Code, as amended.

- A. Members so participating shall be considered present at the meeting for all purposes, and shall be afforded every opportunity to participate in the

discussion of the items on the agenda and cast their vote on issues coming to the Council for a vote.

- B. The anchor location as described in State law shall be the Enterprise City Council Chambers located in the City Office at 375 South 200 East.
- C. Public notice of the electronic meeting shall be given pursuant to Section 52-4-6 of the Utah Code, as amended by:
 - 1. Posting written notice at the anchor location;
 - 2. Providing written or electronic notice to (a) at least one newspaper of general circulation within the state; and (b) a local media correspondent;
 - 3. Posting written notice on the City website; and
 - 4. Posting written notice to the Utah Public Meeting Notice website.
- D. In addition to giving public notice as described above, the City shall provide notice of the electronic meeting to the members of the City Council at least twenty-four (24) hours before the meeting so that they may participate in the meeting and be counted as present for all purposes, including the determination that a quorum is present. All notices shall include a statement that one or more members of the City Council will be participating electronically, a description of how the member(s) so participating will be connected to the electronic meeting, and the regularly published agenda for that meeting.
- E. No council meeting may be held electronically unless at least ~~three~~one Council members ~~are or~~ Mayor is present at the anchor location. The Mayor, or the Mayor pro tempore (hereafter "Mayor pro tem") duly elected and acting as set forth in section 6 below, shall conduct the meeting from the anchor location. However, if neither the Mayor nor the Mayor pro tem is present at the anchor location, the Council shall select from its membership at the anchor location a Mayor pro tem for the sole purpose of conducting the electronic meeting.
- F. Immediately prior to opening the meeting, the Mayor or Mayor pro tem shall communicate with the person or persons who is/are participating electronically and ensure that he or she is prepared to go forward. From that time forward until the adjournment of the meeting, the communication line shall be kept open, unless the Council member participating electronically wishes to withdraw from the meeting.
- G. If a Council member who participates electronically withdraws from the meeting, the rest of the meeting agenda may be completed provided there is still a quorum of the Council present at the anchor location or there are sufficient other Council members participating electronically to comprise a quorum with those at the anchor location.
- H. The public may attend and monitor the open portions of the meeting at

the anchor location, and may participate in all public hearings to the same extent normally allowed.

- I. Prior to taking a vote on any issue, the Mayor or Mayor pro tem shall inquire of the Council member participating electronically if he or she has been able to adequately monitor the discussion, including comments from the public, and shall allow that member the opportunity to make any comments he or she desires.
- J. The minutes of the meeting shall designate the name of each Council member who participated electronically, the nature of the electronic communication, and the duration of the Council member's participation.

5. ORDER OF BUSINESS

- 5.1 Regular and Special Meetings: Regular City Council meetings shall be scheduled on the second Wednesday of each month at 7:00 p.m. and on the fourth Wednesday of each month at 3:00 p.m. As noted in 4.2 the Mayor or any two (2) City Council members may call a Special meeting at any time (with proper notice), if such meeting is deemed necessary.

The general rule as to the order of business in regular and special meetings shall be as follows:

- A. CALL TO ORDER - by the Mayor.
- B. OPENING CEREMONY - Opening Comments and Pledge of Allegiance:
 - Opening Comments - as assigned by the Mayor from the members of City Council or any Enterprise resident who has submitted a request in writing prior to the meeting.
 - Pledge of Allegiance - as assigned by the Mayor from the members of the City Council.
- C. APPROVAL OF AGENDA - The Mayor can revise the order of the agenda items during this time in order to accommodate the Council or to more efficiently handle the business at hand. During this part of the Agenda, members of the Council shall declare any conflicts of interest, and the nature of the conflict of interest, in relation to any matter which is before the Council for action, prior to any discussion of that matter. If a member of the Council realizes a conflict of interest, they may abstain from voting on the matter. If the conflict of interest is in the nature of a financial or economic interest, members of the Council are encouraged to abstain from voting on the matter. No action shall be taken on any items not on the published agenda.
- D. APPROVAL OF MINUTES AND ACCOUNTS PAYABLE – The Council shall consider for approval any preceding meetings' minutes and any

accounts payable through the date of the meeting. The Council may make any such adoption conditional upon corrections being made to the minutes.

- E. OPEN FORUM – The Mayor can ask for and or conduct any type of General Citizen Communication during this time. This is also the time for citizens to address the City Council, limiting the time to three minutes for each person.
- F. PROCEED WITH THE APPROVED AGENDA – The Mayor will then follow the approved agenda as outlined.

The Agenda shall consist of:

- A. Public Hearing(s) and/or
- B. General Business.

- G. REPORTS - Reports shall consist of:
 - A. Staff Reports
 - B. Mayor/Council Reports
- H. EXECUTIVE SESSION – During the Executive Session, the Council may adjourn the public meeting for the purpose of conduct a Closed Meeting pursuant to Section 52-4-205 of Utah State Code and section 4.4 of these Policies and Procedures above. Upon the completion of the purposes of the Closed Meeting, the Mayor or Mayor pro tem shall close the Executive Session and reopen the public meeting, without motion of the Council
- I. CALENDAR OF EVENTS – The Council may review upcoming meetings, holidays, community events, presentations of commendations, or other upcoming events of interest to the Council or public.
- J. ADJOURNMENT – The Council shall adjourn the meeting by motion, requiring a second and a majority of affirmative votes.

- 5.2 Emergency Meetings: Emergency Meetings may be called and notice given pursuant to Section 52-4-202, subsection (5), of the Utah Code. The general rule as to the order of business in Emergency Meetings shall be as follows:
 - A. Call to order - by the Mayor
 - B. Opening Comments
 - C. Vote by Council members present to approve the Emergency Meeting
 - D. Meeting Items
 - E. Adjournment

In the event that fewer than three (3) of the Council members vote to approve the Emergency Meeting, the Mayor or Mayor pro tem shall immediately close the meeting without further discussion or action.

- 5.3 Work Meetings: The Mayor may call a Work meeting at any time (with proper

notice) if such meeting is deemed necessary. The general rule as to the order of business in work meetings shall be as follows:

- A. Call to order - by the Mayor
- B. Working Agenda
 - 1. General Business
- C. Adjournment

5.4 Placing Items on the Agenda: The Mayor is responsible for the City Council Agenda. The general rule as to when to place an item on the agenda for consideration is as follows:

- A. The Mayor may place items on the agenda for consideration, discussion, or action.
- B. Any Council Member may place items on the agenda for consideration, discussion, or action.
- C. The City Administrator, City Recorder, and other City Staff may place items on the agenda for consideration, discussion, or action, with approval of the Mayor.
- D. Residents, vendors, suppliers, partners, governmental entities, and service providers may request an item be placed on the agenda, provided they identify relevance, pertinence, or timeliness of the topic, subject to approval by the Mayor.
- E. Non-residents may request items be placed on the agenda, such requests shall be in writing, and they shall identify relevance, pertinence, or timeliness of the topic, subject to approval by the Mayor.

The Mayor shall have broad discretion in determining when to schedule any item, both in terms of agenda order and meeting date, to ensure timely and efficient use of meeting time and to avoid overloading meeting agendas.

5.5 Items for the Agenda Deadline: Persons requesting items be placed on the agenda shall submit their request to the City Administrator or City Recorder, with any related supporting documentation, by 4:30 pm the Monday prior to the City Council Meeting. Requests made after the deadline may be considered on a subsequent agenda, as determined the Mayor.

6. PRESIDING OFFICER AND DUTIES

6.1 Mayor as the Presiding Officer: The Mayor, if present, shall act as Presiding Officer at all meetings of the Council. In the absence of the Mayor, the Mayor pro tem shall preside. In the absence of both the Mayor and the Mayor pro tem, the Council shall elect a temporary Mayor pro tem who will then preside at that meeting. All references to the Mayor in these Policies and Procedures shall also generally mean and refer to the Mayor pro tem duly elected by the Council and serving pursuant to section 6.6 below.

6.2 Call to Order: Meetings of the Council shall be called to order by the Mayor or in the Mayor's absence, by the Mayor pro tem. In the absence of both the Mayor and the Mayor pro tem, the meeting shall be called to order and the

attending Council members will elect a temporary Mayor pro tem.

- 6.3 Preservation of Order: The Mayor shall preserve order and decorum; prevent attacks on personalities or the impugning of member's motives; and confine debate to the question under discussion.
- 6.4 Points of Order: The Mayor shall determine all points of order.
- 6.5 Time Limits: The Mayor shall have the power to set time limits on input and discussions at the Mayor's discretion.
- 6.6 Substitution for Mayor: The Council shall elect a member of the Council to serve as Mayor pro tem to preside at meetings and perform the duties of the Mayor in the event that the Mayor is unable, through absence, disability, or refusal to act, to fulfill his or her duties as set forth herein and in applicable state and local law. The Mayor pro tem term will be for two years. Should the Mayor pro tem not be present, any other member of the Council will be elected to temporarily preside at the meeting in order to cover an absence of the Mayor pro tem. The Mayor pro tem, as a member of the Council, shall, while conducting any meeting, continue to act as a voting member of the Council.
- 6.7 Motion to be Clear: The Mayor shall ensure that all motions submitted for a vote are clearly understood by the Council.
- 6.8 Call for Vote: The Mayor shall call for a vote. The Mayor shall announce the result of the vote.
- 6.9 Input from Public in Absence of Public Hearing. The Mayor may, of his own volition or at the request of any Council member, request input from members of the public present on any item before the Council for discussion or consideration, even in the absence of a scheduled public hearing as set forth in section 10 below. The Mayor shall have no obligation to request such public input. The Mayor shall only receive such input in a manner consistent with the other provisions of this section 6.

7. TYPES OF MOTIONS AND RECONSIDERATION

- 7.1 Motions Require a Second: All motions require a second before they can be discussed or acted upon. In the Mayor's discretion, questions for clarification of a motion may be allowed of the non-moving members present, prior to a second on the motion.
- 7.2 Motions Requiring A Two-thirds Vote: A motion to adjourn to a Closed Meeting shall require a motion, a second, and a two-thirds (2/3) vote of the Council members present, or as otherwise required by state law.
- 7.3 Motion to Approve: All motions shall require a second and majority affirmative

votes to be approved.

- 7.4 Amendments to Pending Motion: Any motion being considered by the Council may be amended by permission of the maker of the motion and concurrence of the second.
- 7.5 Motions to Continue: The Council may approve a motion to continue any item for further discussion or consideration. Public Hearings and Show Cause Hearings must be continued to a specific date and time and may not be continued beyond forty-five (45) days from the date for which it was first noticed without resetting and re-noticing the hearing.

When the applicant for an agenda item makes a request for continuance, the following policy will be used:

- A. A request to continue the agenda item will be granted if the applicant makes the request at least seven (7) days in advance of the meeting, in which the item was scheduled to be heard. The applicant has the responsibility to notify the affected property owners (those who are required by State law, City ordinance, or City noticing policy to be notified) of the continuance and the date and, if applicable, the time when the item is scheduled to be on the City Council agenda.
- B. If the request is made less than seven (7) days in advance of the meeting in which the item was scheduled to be heard, the Mayor and the Mayor pro tem, or their designees, will determine whether or not there is good cause to continue the item.
 - 1. If the Council determines that there is not good cause to continue the item, the item will remain on the agenda and be considered by the City Council.
 - 2. If the Council determines that there is good cause to continue the item to a future agenda, staff will notify the applicant of the decision. During the meeting in which the item was scheduled to be heard the City Council, by motion, will select the date, and if applicable, the time to which the item is to be rescheduled. The applicant shall have the responsibility to notify the affected residents (those who are required by City ordinance to be notified) of the continuance and the date and, if applicable, the time when the item is scheduled to be on the City Council agenda.
- C. If the applicant requests a continuation during the meeting for which the item is scheduled, the City Council will make the determination if there is good cause to continue the item to a later date.
- D. If the applicant requests a continuation and it is determined that there is not good cause to continue the item, and the applicant withdraws the application in lieu of proceeding, the application will not be considered by

the City Council until the applicant files a new application and pays the required fees. The new application must follow the same process as any new application.

- 7.6 Motions to Table: Not including Public Hearings and Good Cause Hearings, the Council may table an issue, without scheduling it for future consideration, with a motion, second and a majority of affirmative votes.
- 7.7 Motions which do not receive at least three votes on either side: Motions which do not receive at least three votes for or against the proposition being voted upon are considered to be a tied vote. The Mayor will then vote to cast the tie-breaking vote. However, should the Mayor not be present to break the tied vote, or should the Mayor's vote not serve to break the tie (such as when there are two votes on one side, and one on the other, and the Mayor votes with the side having only one vote) the applicant or any City Council member may request that the item be brought back to the Council at a subsequent meeting to be decided by sufficient members to get three votes one way or the other. The subsequent action is not considered a reconsideration. In the event that neither the applicant nor a Council member requests a subsequent vote, then the item shall be considered to have been voted down.
- 7.8 Motions to Reconsider a Decision: Any two Council members who voted in the majority on a motion approved or denied may request a reconsideration of the action.

The request may be made by making a motion to reconsider at the same meeting in which the original motion was approved or denied or by requesting within seven days of that meeting that there be a motion to reconsider being heard at the next regularly scheduled Council meeting. If a properly made motion to reconsider passes, the actual reconsideration of the item shall take place only after appropriate legal notice is given.

After a motion for reconsideration has been acted on, no other motion for reconsideration on that issue shall be allowed within a twelve (12) month period without unanimous consent of the entire Council. Following the twelve (12) months, the item may be considered as a new item.

- 7.9 Question on the Motion: After a motion and a second, any member of the Council may request a discussion on the motion. Once a question has been answered and discussion is completed, the Mayor shall call for a vote on the motion.
- 7.10 Withdrawal or Substitution of Motion: At any time prior to the Mayor's call for a vote on the Motion, the moving Council member may voluntarily withdraw the motion or make a new motion which shall be considered to have superseded his or her prior motion. A new motion shall require a new second.
- 7.11 Minutes of Action on Motion: Unless a vote of the Council is unanimous, the minutes of each action taken on any motion shall reflect the vote of each

individual Council member.

8. ORDINANCES, RESOLUTIONS and AGREEMENTS

- 8.1 Ordinances: The City Council may pass a law to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition as allowed by state law. Ordinances are generally passed as part of the City Code.
- 8.2 Resolutions: The City Council may express a formal opinion or the will of the Council without it becoming a part of the City Code. A resolution may be used to do any of the following:
- A. Adopt official policies.
 - B. Take official action relating to financial matters.
 - C. Take any administrative action in which the Council is authorized by law to take.
 - D. Regulate the use and operation of municipal property.
 - E. Make an official declaration.
- 8.3 Agreements: The Council may enter into an agreement between the City and one or more parties agreeing to do or not to do an act or take a course of action.
- 8.4 Form: Ordinances, Resolutions, and Agreements shall be in written form.
- 8.5 Funding: All Ordinances, Resolutions, and Agreements authorizing an expenditure of money shall include the amount, source, and purpose of the expenditure.
- 8.6 Adoption of Ordinance, Resolution, or Agreement: The City Council shall adopt any Ordinance, Resolution, or Agreement by a motion, second and at least three affirmative votes.

The effective date on all Ordinances and Resolutions shall be immediately upon passage, unless the City Council establishes a specific effective date; or, in the case of Ordinances, upon publication.

The effective date on all Agreements shall be the date of execution by the Mayor, unless another effective date is established by the City Council at the time the City Council approves the Agreement.

9. CREATION OF COMMITTEES, BOARDS AND COMMISSIONS

- 9.1 Citizen Committees, Boards and Commissions: The City Council may create policy advisory committees, boards, and commissions with such duties as the

Council may specify which are not inconsistent with the City Code and State Law.

- 9.2 Member Approval: The request for appointment to the policy advisory committees, boards, and commissions are reviewed by the Mayor and City Council. The Mayor will recommend members to be appointment, which must then be approved by the City Council with a majority vote.
- 9.3 Ad-hoc Citizen Committees: The Mayor, with the advice and consent of the City Council, may appoint Ad-hoc Citizen Committees to address policy issues of specific concern. Ad-hoc Committees shall continue for a temporary and limited duration.

10. PUBLIC HEARINGS

- 10.1 Purpose of Public Hearings: The purpose of public hearings is to provide for public input to the City Council on issues on a specific day and time in order for the City Council to be better informed prior to making a decision on the issue.

10.2 Before the Public Hearing:

- A. Notification will be given well in advance and comply with applicable state and local law.
- B. Written material submitted by citizens and interested groups must be submitted to the City Recorder's office by 4:30 pm of the Monday before the hearing if they want copies to be distributed in the agenda packets. Any information received after this time will be given to the City Council prior to the meeting being called to order. Citizens and interested groups may distribute copies of materials to the City Council at any time, but during any meeting of the Council material may only be distributed with the approval and direction of the Mayor.

10.3 Order of Public Hearings:

- A. The Mayor shall conduct all Public Hearings. The Mayor should review the rules and procedures for conducting public hearings at the start of the public hearing.
- B. The public hearing shall first be opened to the appropriate staff member who will present and discuss with the Council the issue at hand.
- C. Upon completion of the staff member's report, and questions from the Council, the Mayor invites the applicant to discuss with the Council the issue at hand and present additional or more specific information.

- D. Following staff and the applicant's discussion and any questions from the Council, the Mayor shall open the hearing to the public for comments. The Mayor must first recognize any person desiring to address the Council. The Mayor shall try to provide equal time to those favoring and opposing the issue.
- E. The Mayor should courteously limit repetition. The Mayor should retain flexibility for additional comments but only on new information.
- F. At the Mayor's discretion, staff and/or the applicant may address any questions or clarify any matter raised during comment period.
- G. At the discretion of the Mayor, the public hearing shall be closed once the applicant has the opportunity to clarify any concerns, which had been previously discussed. No further remarks by the public will be heard.
- H. The Council may by motion: (i) close a public hearing in order to consider and take action on the issue; (ii) re-open a public hearing during the same meeting at which the public hearing was originally closed, and prior to taking action on the issue; or (iii) continue a public hearing, also continuing consideration of and action on the issue to another specific date and time. A public hearing may not be continued for longer than forty-five (45) days from the date for which it was first noticed without re-noticing and reconvening the hearing.
- I. Upon completion of the public hearing and of any further discussion and/or deliberation of the Council, the Council shall take appropriate action on the issue.

10.4 Manner of Addressing the Council: Each person addressing the Council shall use the microphone and shall state their name and address of residence in an audible tone of voice for the record. All remarks shall be addressed to the Council as a body, and not to any member thereof. Council members should be addressed using their formal title followed by the individual's last name. No person shall be permitted to enter into any discussion, either directly or through the members of the Council unless first recognized by the Mayor. No questions will be asked of the Council Members except through the Mayor.

10.5 Questions from Council members: The Council members may at any time during a public hearing request clarification or additional input from the staff members, applicants, or the general public.

11. RULES OF CONDUCT

11.1 Disorderly Citizens: Any person, including staff, making personal, impertinent, or slanderous remarks, or who shall become boisterous, while addressing the Council, or who otherwise continues to violate the decorum, order, or

procedure of any meeting after a reasonable warning or admonishment, may be considered disorderly by the Council and may be expelled by a two-thirds vote of the Council as pursuant to Section 10-3-608 of Utah State Code, as amended.

- 11.2 Disorderly Council members or Mayor: Any member of the Council, or the Mayor, making personal, impertinent, or slanderous remarks, or who shall become boisterous, while addressing the Council, or who otherwise continues to violate the decorum, order, or procedure of any meeting after a reasonable warning or admonishment, may be considered disorderly by the Council and may be expelled by a two-thirds vote of the Council as pursuant to Section 10-3-607 of Utah State Code, as amended.

**CENTRAL - ST. GEORGE 138 kV TRANSMISSION PROJECT
PARTICIPANT'S RESOLUTION**

RESOLUTION No. 2020-002

A RESOLUTION AUTHORIZING AND CONSENTING TO THE SALE OF CERTAIN ELECTRIC GENERATION FACILITIES TO THE CITY OF HURRICANE AND APPROVING THE FORM OF AN EQUIPMENT PURCHASE AGREEMENT; APPROVING THE FORM OF A REVISED EXHIBIT C TO THE TRANSMISSION SERVICE AGREEMENT BETWEEN THE CITY AND UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS IN CONNECTION WITH THE CENTRAL – ST. GEORGE 138kV TRANSMISSION PROJECT AND RELATED MATTERS.

WHEREAS, Enterprise City, Washington County, Utah (the “City”) and Utah Associated Municipal Power Systems (“UAMPS”), have entered into that certain Transmission Service Agreement, dated as of July 25, 1989, as heretofore supplemented and amended (the “Transmission Service Agreement”) for the Central – St. George 138kV Transmission Project (the “Project”);

WHEREAS, the Project Management Committee for the Project has determined that it is in the best interest of each of the Project participants, including the City, and UAMPS to declare equipment as surplus and sell to the City of Hurricane (the “Purchaser”), pursuant to an EQUIPMENT PURCHASE AGREEMENT (the “Agreement”), between UAMPS and the Purchaser, a portion of the Project, consisting of a 69 kV transmission 3-phase circuit attached to poles owned by Hurricane between Hurricane City’s Clifton Wilson Substation and the Brentwood Substation located in Hurricane, Utah (the “Equipment”);

WHEREAS, the City now desires to (i) authorize UAMPS to sell, pursuant to the terms of the Agreement, the Equipment to the Purchaser and approve the form of the Agreement and (ii) approve the revised form of *Exhibit C* to the Transmission Service Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Enterprise City, Washington County, Utah, as follows:

Section 1. Authorization and Consent to Sale of the Equipment and Approval of the Agreement. (a) The City hereby authorizes and consents to the sale of the Equipment, pursuant to the terms and conditions of the Agreement, by UAMPS to the Purchaser.

(b) The City hereby approves the Agreement, in substantially the form attached hereto

as *Appendix A*, with such insertions, deletions, changes and variations as UAMPS may deem appropriate (the approval by UAMPS of any such insertions, deletions, changes and variations to be conclusively established by the execution and delivery of the Agreement).

Section 2. Approval of Revised Exhibit C to the Transmission Service Agreement. The revised form of *Exhibit C* to the Transmission Service Agreement, in substantially the form attached hereto as *Appendix B*, is hereby authorized and approved by the City pursuant to the provisions of Section 3.2 of the Transmission Service Agreement.

Section 3. Other Actions with Respect to the Transmission Service Agreement. The Mayor, the City Manager, the City Recorder, the City Attorney and other officers and employees of the City, including the City's representative to UAMPS, shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby, including, without limitation, the delivery of such certificates and opinions as may be requested by UAMPS in connection with the sale of the *Equipment*.

Section 4. Miscellaneous; Effective Date. (a) Upon the execution and delivery of the Agreement, this resolution shall be and remain irrevocable.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 25th day of March, 2020.

ENTERPRISE CITY,
UTAH

By _____
Brandon G Humphries, Mayor

ATTEST AND COUNTERSIGN:

Wendy L. Paine, City Recorder

APPENDIX A

EQUIPMENT PURCHASE AGREEMENT

APPENDIX B

Revised Exhibit C to Transmission Service Agreement

EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement (this "Agreement") is made this ____ day of _____, 2020 by and between Utah Associated Municipal Power Systems, a political subdivision of the state of Utah ("UAMPS" or "Seller") and the City of Hurricane, a Utah municipal corporation ("Hurricane" or "Buyer"), separately known herein as party or jointly as parties.

RECITALS

A. UAMPS owns certain electric transmission equipment ("Equipment") that consists of a 69 kV transmission 3-phase circuit attached to poles owned by Hurricane between Hurricane City's Clifton Wilson Substation and the Brentwood Substation located in Hurricane, Utah. The Equipment is part of the Central-St. George 138 kV Transmission Project between UAMPS, City of St. George, the City of Hurricane, Washington City, the City of Santa Clara, and the City of Enterprise (the "Project"). The Equipment is listed in Exhibit A attached hereto and incorporated herein for all purposes by this reference.

B. UAMPS now desires to sell and Hurricane desires to buy the Equipment according to the terms contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms, condition and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Equipment.** "Equipment" shall mean all the Equipment listed on the attached Exhibit A.
2. **Purchase.** Seller, upon payment by Buyer of the Purchase Price, shall sell, transfer and assign to Buyer all right, title and interest in and to the Equipment.
3. **Payment.** Buyer shall pay to Seller the sum of five (5) \$5.00 as the Purchase Price for the Equipment. Buyer shall make such payment by check to Seller coincident with the execution of this Agreement. The Purchase Price is based on the Project declaring the Equipment surplus and Buyer's agreement to decommission the Equipment.
4. **Taxes.** Buyer shall pay all federal, state and local taxes and duties that arise out of the sale of the subject Equipment hereunder, including, but not limited to, sales, transfer and/or use taxes. If Buyer is required to pay federal, state or local taxes and duties as a result of the sale of the subject Equipment hereunder, Seller and Buyer agree to re-negotiate the overall purchase price of the subject Equipment.
5. **Acceptance; Decommissioning Responsibility of Buyer; Metering Equipment.** Buyer has inspected and tested all the subject Equipment and accepts such Equipment "as is,"

"where is," and in its current condition. Buyer accepts the subject Equipment with only those warranties listed in Section 9 below. Buyer agrees to, at its sole cost, decommission the Equipment. In addition, Buyer agrees to design, procure, and install, at its sole costs, metering equipment to measure the total load on the Purgatory-Brentwood UAMPS line for the Project within one (1) year of the execution of this Agreement. Such metering equipment shall meet UAMPS specifications and be subject to inspection and testing by UAMPS.

6. Title; Risk of Loss. Title to and the risk of loss (including damage, destruction and theft) of the Equipment shall pass completely to Buyer upon execution of this Agreement.

7. Warranty Rights; Disclaimer of Warranties. Seller hereby assigns to Buyer all of its warranty rights, if any, that are transferable in connection with the Equipment. THE SUBJECT EQUIPMENT IS SOLD TO BUYER AS IS, WITHOUT WARRANTIES OF MERCHANTABILITY OR USEAGE OF TRADE OR FITNESS FOR A PARTICULAR PURPOSES OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SHALL NOT BE LIABLE FOR ANY USE OF THE SUBJECT EQUIPMENT BY BUYER OR FOR ANY LOSS, CLAIM, DAMAGE, LIABILITY, OF ANY KIND OR NATURE, WHICH MAY ARISE FROM OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE, HANDLING OR STORAGE OF THE SUBJECT EQUIPMENT.

8. Limitation of Damages. In no event shall Seller be liable under this Agreement for any incidental, consequential, special or indirect damages, including, without limitation, lost profits, business interruption or loss of business information, regardless of the theory of liability asserted, and whether or not such damages are foreseeable; provided, however, that Seller shall be liable for any and all such damages arising out of or in any way resulting from Seller's failure to convey good and marketable title to the subject Equipment to Buyer as contemplated under this Agreement.

9. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

A. Title to Seller Equipment. Seller has good and marketable title to the Equipment, and none of the subject Equipment is subject to any mortgage, pledge, lien, security interest, lease, charge, claim, or encumbrance.

B. Litigation. There is no suit, action, litigation, or other proceeding or governmental or administrative investigation or inquiry pending or threatened against Seller, and/or the subject Equipment, which if decided adversely to the interests of Seller, would prevent or prohibit Seller from transferring the subject Equipment, free and clear from any security interest, liens, charges, claims, or other encumbrances of any nature whatsoever, or from otherwise complying in full with the provisions of this Agreement.

C. Authorization. Seller is a political subdivision of the State of Utah and has all necessary corporate power and corporate authority to consummate the transactions contemplated herein in accordance with and under the laws of the State of Utah. This Agreement and the transactions contemplated herein, have been duly authorized by all necessary action on the part of Seller.

D. Execution and Enforceability. This Agreement, when duly executed and delivered by Seller, constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms.

E. Compliance With Other Instruments; Consents. Seller is not in violation of any agreement, instrument, judgment, decree or order applicable to Seller, or the subject Equipment, and to Seller's best knowledge and belief, of any statute, rule, or governmental regulation applicable to Seller or the subject Equipment. The execution, delivery, and performance of this Agreement and the transactions contemplated hereby will not result in any violation of, or be in conflict with, or constitute a default under any such agreement, instrument, judgment, decree, or order, or to Seller's best knowledge and belief, of any such statute, rule or governmental regulation. With the exception of consents required by Section 23 of the several Transmission Service Agreements, dated as of November 15, 1989, as supplemented and amended, no consent of any vendor, lessor, lender, creditor of Seller, or of any other person, is necessary to consummate this Agreement or the transactions contemplated herein.

10. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

A. Authorization. Buyer is a Utah municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of Utah and has all necessary corporate power and corporate authority to consummate the transactions contemplated herein. This Agreement, and the transactions contemplated herein, have been duly authorized by all necessary corporate and governmental action on the part of Buyer.

B. Execution and Enforceability. This Agreement will, when duly executed and delivered by Buyer constitute a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms.

C. Compliance With Other Instruments; Consents. Buyer is not in violation of any agreement, instrument, judgment, decree, or order applicable to Buyer, and to Buyer's best knowledge and belief, of any statute, rule, or governmental regulation applicable to Buyer. The execution, delivery, and performance of this Agreement by Buyer and the transactions contemplated hereby will not result in any violation of, be in conflict with, or constitute a default under any such agreement, instrument, judgment, decree, or order, or to the best knowledge and belief of Buyer, of any such statute, rule, or governmental regulation. No consent of any vendor, lessor, lender, or creditor of Buyer, or any other person, is necessary in order for Buyer to consummate this Agreement or the transactions contemplated hereby in accordance with all the provisions herein contained.

11. Further Cooperation. Seller hereby covenants to and agrees with Buyer that Seller shall execute and deliver to Buyer such other documents and perform such other acts as the parties may agree are necessary or desirable to effectuate the transactions contemplated by this Agreement.

12. Compliance with Laws. Seller and Buyer shall, in performing this Agreement, comply with all applicable federal, state and local laws.

13. Applicable Law. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Utah.

14. Entire Agreement. All prior communications and correspondence between Seller and Buyer with respect to the subject matter of this Agreement, whether written or oral, are hereby merged into and superseded by this Agreement which constitutes the complete and entire agreement between the parties.

15. Severability. If any part, term, or provision of this Agreement is held invalid by a court of competent jurisdiction, the validity of the remaining portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as though this Agreement did not contain the part, term, or provision held to be invalid.

16. Notices. Notices between Seller and Buyer with respect to matters under this Agreement shall be give in writing and delivered via facsimile transmission, mail, email, or recognized delivery service as follows:

If to UAMPS:

Utah Associated Municipal Power Systems
155 N 400 West, Suite 480
Salt Lake City, Utah 84103
Attention: Marshall Empey, Chief Operating Officer
Phone: 801.566.3938
Facsimile 801.561.2687
E-mail: marshall@uamps.com

If to Hurricane:

City of Hurricane, Utah
147 North 870 West
Hurricane, Utah 84770,
Attention: David Imlay, Energy Services Director
Phone: 435-635-5536
Facsimile: 435-635-4127
Email: powerdave@infowest.com.

17. Counterparts. This Agreement may be executed in two or more counterparts each of which shall constitute an original copy hereof and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date specified above.

BUYER

SELLER

John Bramall
Mayor

Douglas O. Hunter
General Manager

Attest:

Attest:

City Recorder

Secretary

Approved as to form:

City Attorney

EXHIBIT A

EQUIPMENT

- 1. 3.4 MILES OF THREE (3) PHASE 336 ACRS CONDUCTOR**
- 2. ASSOCIATED PORCELIN INSULATORS AND ASSOCIATED HARDWARE**

**EXHIBIT C
PROJECT DESCRIPTION**

1. This Exhibit C is made this 19th day of February, 2020 to be effective under and as part of this Transmission Service Agreement hereinafter called the "Agreement" and shall remain in effect until superseded by another Exhibit C in accordance with the provisions of the Agreement; provided, that this Exhibit C or any superseding Exhibit C shall be terminated by the expiration of the Agreement.
2. This Exhibit C is not intended to describe each component piece in detail. Items relating to the prevention or correction of any unusual loss or damage or for renewals, replacements, repairs, additions, improvements, modifications and betterments shall not constitute a change to Exhibit C.
3. The Project; as of the date above and as depicted on the map included as Addendum #1 to Exhibit C, consists of the components described below

A. CENTRAL 345/138 kV SUBSTATION

Voltage: 345 to 138 kV

Purpose: A substation to accommodate two 345 to 138 kV transformers and any appropriate appurtenances to interconnect the Central-St George 138 kV Transmission Line, PacifiCorp 345 kV Red Butte Substation and the PacifiCorp 138 kV Middleton Substation.

B. CENTRAL-ST. GEORGE 138 kV TRANSMISSION LINE

Voltage: 138 kV

Purpose: Double circuit 138 kV transmission line and any appropriate appurtenances to connect the Central 345/138 kV Substation to the St George Substation.

C. ST. GEORGE 138 kV SUBSTATION

Voltage: 138 kV

Purpose: A switching/substation and any appropriate appurtenances to interconnect the Central-St George 138 kV Transmission Line, River 138 kV Transmission Line, Skyline 138 kV Transmission Line and the PacifiCorp Middleton Substation.

D. RIVER 138 kV TRANSMISSION LINE

Voltage: 138 kV

Purpose: A single circuit 138 kV transmission line and any appropriate appurtenances to connect the St. George Substation to the River 138 kV Substation.

E. RIVER 138/69 kV SUBSTATION

Voltage: 138 to 69 kV

Purpose: A substation to accommodate two 138 to 69 kV transformers (75 MVA) and any appropriate appurtenances to interconnect the River 138 kV Transmission Line, the St George 69 kV system and the UAMPS 69 kV lines to the UAMPS Millcreek Switchyard breakers.

F. WASHINGTON 69 kV TRANSMISSION LINE
(Alternate Feed)

Voltage: 69 kV

Purpose: A single circuit 69 kV transmission line and any appropriate appurtenances to connect Washington to St George via the Skyline Substation to the meter point located on 450 West 200 South in Washington, Utah.

G. MILL CREEK 69 kV TRANSMISSION LINE

Voltage: 69 kV

Purpose: A single circuit 69 kV transmission line and any appropriate appurtenances to connect the UAMPS Mill Creek Switchyard to the PacifiCorp Purgatory Flats 69 kV substation which will also connect to the 69 kV Transmission Line to the Hurricane Brentwood Substation ending at switch 69-130 and the 69 kV line to the Hurricane Anticline Substation. The Purgatory Flats Substation will provide a new 138 kV source for UAMPS in Washington County and the three UAMPS lines will be normally operated radially.

H. SANTA CLARA 69 kV TAP

Voltage: 69 kV

Purpose: A three-way switch and any appropriate appurtenances to connect the Santa Clara 69 kV system to the Snow Canyon 69 kV transmission line.

I. CAPACITOR BANKS

Voltage: 15 kV and 69 kV

Purpose: Five 15 kV 5 MVAR capacitor banks inside the system distribution substations (Red Hills, Snow Canyon, Hillside, East ridge and Upper Skyline) and installation of three 69 kV 5 MVAR capacitor banks inside the 69 KV Substations (River and Skyline).

J. MILL CREEK 69 kV TRANSMISSION LINE EXTENSION

Voltage: 69 kV

Purpose: Acquire the St George City single circuit 69 kV transmission line and any appropriate appurtenances to connect the River 138 / 69 kV Substation to the UAMPS Mill Creek 69 kV Switchyard.

K. SKYLINE 138 kV TRANSMISSION LINE

Voltage: 138 kV

Purpose: Acquire the St George 138 kV Transmission line and any appropriate appurtenances to connect the St George 138 kV Substation to the Skyline 138 kV bus.

L. SKYLINE TRANSFORMER

Voltage: 138 kV

Purpose: Install a 138 kV transformer and any necessary appurtenances to increase capacity in the existing Skyline Substation (75 MVA)

M. SNOW CANYON 69 kV TRANSMISSION LINE

Voltage: 69 kV

Purpose: Acquire the St George 69 kV Transmission Line and any appropriate appurtenances to connect the Santa Clara 69 kV Tap to the Snow Canyon 138/69 kV Substation Santa Clara breaker. This line starts at Skyline 69kV bus and terminates at the Snow Canyon Substation.

N. ST. GEORGE SUBSTATION TO SKYLINE
SECOND 138 kV TRANSMISSION LINE

Voltage: 138 kV

Purpose: Install second 138 kV circuit on existing 138 kV structure and any appropriate appurtenances to interconnect the St. George Switchyard to Skyline second 138 kV Transmission Line to St. George Switchyard and Skyline Substations.

4. The Joint Operating Agreement between PacifiCorp and UAMPS as approved by each Participant provides for the construction of the facilities as described therein.

A. ENERGIZATION OF THE FOURTH CIRCUIT
BETWEEN CENTRAL/RED BUTTE SUBSTATION
AND ST GEORGE SUBSTATION