

NOTICE

Notice is hereby given to the members of the Hildale/Colorado City Utility Board and the public, that the Board will hold a public meeting on **Thursday June 24, 2021 at 6:00 p.m.** (MDT), at 320 East Newel Avenue, Hildale City, Utah 84784.

Board members may be participating electronically by video or telephone conference. The meeting will be broadcast to the public on Facebook Live under Hildale's City page. Members of the public may also watch the City of Hildale through the scheduled Zoom meeting.

<https://www.facebook.com/hildalecity/live/>

Join Zoom Meeting

<https://zoom.us/j/95770171318?pwd=aUVSU0hRSFFHcGQvcUIPT3ZYK0p5UT09>

Meeting ID: 957 7017 1318

Passcode: 993804

One tap mobile

+16699006833,,95770171318#,,, *993804# US (San Jose)

+12532158782,,95770171318#,,, *993804# US (Tacoma)

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6799 US (Chicago)

Comments during the public comment or public hearing portions of the meeting may be emailed to manager@hildalecity.com or privately messaged to Hildale City's Facebook page. All comments sent before the meeting may be read during the meeting and messages or emails sent during the meeting may be read at the Chairman's discretion.

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 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.

AGENDA:

1. Call to Order **(1 minute – Chair)**
2. Prayer & Pledge of Allegiance **(1 minute - Invitation of Chair)**
3. Public Comment **(3 minutes each - Discretion of Chair)**
4. Board Member Comment **(5 minutes – Chair)**
5. Approval of Meeting Minutes **(5 minutes – Chair)**
 - A. May 12, 2021
 - B. May 27, 2021
6. Financial Report **(5minutes – Deputy Director LaCorti)**
 - A. Invoice Register
 - A. 05.17.2021-06.23.21
7. Interim Directors Report **(5 minutes)**
 - A. Manager Report (City Manager Duthie)
 - B. Administrative report (Deputy Director LaCorti)
 - C. Operations report (Deputy Director Barlow)
8. Consideration and Possible Action on Large Purchases **(5 minutes – Deputy Director Barlow)**
 - A. Replacement Media
9. Consideration and Possible Action of FY 2022 Budget and Action Items **(5 minutes – Chair)**
10. 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 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

Wednesday, May 12, 2021, 6:00 PM

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 (via zoom)		
JVar Dutson	X		
Stacy Seay	X		
Michael Cawley	X		

Staff Present: Eric Duthie, Weston Barlow, Nathan Fischer, Jerry Postema, Mariah LaCorti, Miranda Jeffs

Court Monitor: Roger Carter

Public Present: Tom Holm, Marv Wilson (via zoom), Blaine Worrel (via zoom)

#1. Call to Order

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

#2. Prayer & Pledge of Allegiance

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

#3. Public Comment

Tom Holm gave a comment about citizens in Hildale and Colorado City seeing brown water in the water system. He requested that the focus be on fixing this situation.

#4. Board Member Comment

Board Member Dutson talked about the different offers to let the City use the irrigation system to water grass and the culinary water system to possibly supply the Schools.

The Board Members expressed gratitude for bringing the brown water situation to the attention of the Board and staff. Board Member Black commented about this issue being put on the agenda for a future meeting so it can be resolved. Weston explained possible reasons for the water being brown. Nathan talked about the lack of implementing an active flushing program because of the water shortage. He suggested doing it at least once or twice a year if possible. There was a discussion on wells, the water treatment plant and water rates.

#5. Discussion of Utility Department Issues and Strategies

City Manager Duthie presented a project issue review list with topics to focus on and to determine relevance to strategic goals and operational priorities.

Marv Wilson provided information about an environmental and feasibility report for the radium treatment plant in relation to the Water Master Plan. Blaine Worrel went through a list that addressed the capacity of the plant and a study to see if more treatments needed to be factored into the treatment plant system.

There was a discussion on the water quality and capacity of the wells around the City and what size of pumps would be needed to retrieve water from the deeper wells.

Project Manager Postema talked about meter grant opportunities. The United States Bureau of Reclamation is supplying grants for changing out old meters and moving to new technology. They pay up to \$75,000 for the costs of the meters, for staff's time doing the installation and the materials used which will match the grant moneys they provide. They want to make sure that all meters and systems, which are radio read, are newly registered and the latest technologies are being used. Staff is working on the grant for meters, and it will be ready in the fall.

Weston talked about the process of replacing parts and repairing the water treatment plant for more consistent flow. He has gotten the quotes for those repairs and has been working with Sunrise Engineering and other water engineers on this process. There was discussion on the profit and loss on water maintenance costs and rates. There will a budget amendment for this in a future meeting.

The Board asked for financial figures on the City's finance situation. City Manager Duthie said it would be difficult to get accurate numbers at that present time. In a future meeting, there will be provided accurate information on finances. He talked about rate increases in a progressive nature and the position they play in the financial stability of a City.

The Board inquired about grants for treatments that are needed for water. Project Manager Postema explained the percentages of grants vs. loans, the rates, and the time that it would take for paying those off from grants/loans that the USDA can offer. He talked about the amounts of money that can be spent on specific projects.

There was a discussion on the legality of digging new wells and how multiple wells determine the water tables for cities. The Board discussed how much water per minute that can be pumped from wells, the diameter of pipe needed to pull water up and what the costs would be to do so. Weston informed the Board that the casing for the Deep Well is 12" in diameter. He talked about the Canaan Mountain Water Project doing a pilot well project as an exploratory to see what is available for water at that site. It was highlighted on the Bowen Collins study as a possible site for water.

Project Manager Postema gave an update about attending a meeting with the Washington County Water Conservancy and BLM on May 13, 2021 to find out what the BLM needs from Washington County to secure Right-of-Ways and to get access to their properties.

The Board discussed the issue with repairing or replacing manholes and covers. They considered the repairing/replacing of the manhole to be a high priority on the list as it is a critical issue with the manhole walls being near to collapsing from wearing through the concrete. The costs and funding were talked about. Nathan Ficher proposed a plan with details to replace the manholes.

There was a discussion on what to prioritize from the list that City Manager Duthie presented. The Board Members identified priorities from the project issue review list to focus on.

#6. Discussion and Possible Action on Large Purchase Items

Weston presented and talked about the items for the gas department.

A. Excess Flow Valves

JVar Dutson moved to approve the purchase of the gas products.

Michael Cawley 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. Adjournment

With no other business, meeting adjourned at 8:40 pm. Next meeting is scheduled for May 27, 2021 at 6:00 pm.

Minutes were approved at the meeting on_____.

Athena Cawley, Hildale City Recorder

Rosie White, Colorado City Town Clerk

**Summary of Board Actions:
Approval of Large Purchase Items**

Pending Minutes - Subject to Approval

Utility Departments of Hildale/Colorado City

Utility Board Meeting Minutes
320 East Newel Ave, Hildale Utah

Thursday, May 27, 2021, 6:00 PM

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: Weston Barlow, Nathan Fischer, Mariah LaCorti, Miranda Jeffs

Court Monitor: Roger Carter

Public Present: Jesse Hammon, Vance Barlow

#1. Call to Order

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

#2. Prayer & Pledge of Allegiance

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

#3. Public Comment: None

#4. Board Member Comment

Board Member Dutson informed the Board Members that there was a discussion between him, Chairman Black, and Weston about updates with the 2021-2022 Utilities budget.

Board Member Seay gave a comment about concerns with the balance sheet for the Utility fund. She talked about a way to clarify the Utility funds with an updated organization chart that shows where funds and revenues are going within the Utility fund. She reminded the Board that people are seeing brown water on the south side of Hildale/Colorado City and that it should be investigated. She talked about ways to generate revenue and proposed having a separate commercial filling station at Maxwell Park for filling large tanks and charging commercial rates. She commented on the fiber internet source provided to the community and how the money that was spent on the installation of the internet relates with the budget.

The Board Members briefly discussed the revenues, funds and any deficits related to the Utility budget.

#5. Approval of Minutes

A. April 29, 2021

B. May 12, 2021

JVar Duston moved to approve the April 29, 2021, and May 12, 2021 Meeting Minutes.

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. Financial Report

Weston and Mariah presented. They talked about available funds to pay the bills and gave information about the purchases from the invoice register that was presented. Board Member Dutson inquired about the decision process for paying IGAs. Vance Barlow commented and answered questioned about the IGAs.

A. 4/21/21-4/29/21

B. 5/01/21-5/17/21

JVar moved to pay the bills as fund become available for registers from April & May.

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. Interim Directors Report

A. Manager Report

None.

B. Administrative Report

A written report was presented. A large focus is being placed on customer accounts being audited for proper billing. There was a discussion on the number of accounts billed in April 2021 for rate charges.

Jesse Hammon and Board Member Cawley talked about the zoning policies for multi-housing in Centennial Park and the rate charges for each one's use.

Nathan Fischer talked about the process of metering utility usage and charging customer per utilities used through meters.

C. Operations Report

Weston presented a written report on the current status of the wells and the well drilling process. The Board discussed the process of installing wells and testing pumps.

Nathan talked about ways of refurbishing the manholes throughout the Cities that are in poor condition. There was a discussion on flushing out the water meters to provide cleaner water to customers.

#8. Discussion and Possible Action to Establish Rates for Natural Gas Services and Delivery

Weston presented on the natural gas rate for Colorado City with the extra wheeling charge. He talked about the rates, the amount of natural gas needed to supply the demand and any additional costs related to the process. The Utility Board is to recommend a rate to Colorado City and a notice has been posted that a rate will be determined.

Nathan Burnham moved to recommend a Rate Schedule for Natural Gas Services to Colorado City for adoption.

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.

#9. Consideration and Possible Action of FY 2022 Budget

Weston presented statistics and comparisons from the 2020-2021 FY budget to a proposed 2021-2022 budget with a request to make an amendment to the 2022 budget. The amendment has to be approved and updated to the 2021/2022 FY budget before July 2021 if adopted. He talked about the distribution process when borrowing from other department fund accounts, how funds are paid back, and raising rates for more revenue flow.

**JVar Dutson moved to accept the modified budget for the year 2020-2021.
Michael Cawley 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. Adjournment

With no other business, meeting adjourned at 8:40 pm. Next meeting is scheduled for June 10, 2021, at 6:00 pm.

Minutes were approved at the meeting on_____.

Athena Cawley, Hildale City Recorder

Rosie White, Colorado City Town Clerk

Summary of Board Actions:

Approval of April 29, 2021 and May 12, 2021 Meeting Minutes

Approval to Pay the Bills

Approval to Recommend a Rate Schedule for Natural Gas Services to Colorado City

Approval to Accept the Modified Budget for the Year 2020-2021

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
Advanced Network Consulting (5695)							
2468	PROFESSIONAL IT SERVICES - LEO BLACK - 90% UTILITIES	06/14/2021	07/13/2021	90.76	06/21	0	65-41-317
Total Advanced Network Consulting (5695):				90.76			
BASIC AMERICAN SUPPLY (5637)							
361575	FITTINGS	05/10/2021	06/09/2021	38.88	06/21	0	81-41-273
361713	PAINT	05/10/2021	06/09/2021	9.18	06/21	0	65-41-250
362130	BOLTS	05/12/2021	06/11/2021	15.12	06/21	0	84-41-273
362269	METER PAINTING SUPPLIES	05/12/2021	06/11/2021	81.60	06/21	0	84-41-273
363851	GLOVES	05/18/2021	06/17/2021	10.67	06/21	0	84-41-273
364374	WIRE STRIPPERS	05/20/2021	06/19/2021	14.99	06/21	0	84-41-273
364721	KEYS	05/21/2021	06/20/2021	3.98	06/21	0	82-41-273
365079	GLOVES, SANITIZER	05/22/2021	06/21/2021	47.97	06/21	0	82-41-273
365866	BUCKET	05/26/2021	06/25/2021	10.78	06/21	0	82-41-273
Total BASIC AMERICAN SUPPLY (5637):				233.17			
BLACK TIE PRESS (5697)							
1150	ENVELOPES FOR BILLING	05/19/2021	06/18/2021	1,130.00	05/21	0	65-41-144
Total BLACK TIE PRESS (5697):				1,130.00			
BUCKS ACE HARDWARE (5356)							
328611	METER PAINT	05/18/2021	06/10/2021	98.97	06/21	0	84-41-273
Total BUCKS ACE HARDWARE (5356):				98.97			
CASELLE, INC. (1430)							
109715	CONTRACT FOR JULY 2021 - 90% UTILITIES - SPLIT DISTRIBUTION	06/01/2021	07/01/2021	927.00	06/21	0	65-41-318
Total CASELLE, INC. (1430):				927.00			
CATALYST CONSTRUCTION (5712)							
121	Fiber Server Office Rent	06/01/2021	06/01/2021	100.00	06/21	0	90-41-580
Total CATALYST CONSTRUCTION (5712):				100.00			
Codale Electric Supply Inc. (4572)							
S7429250.00	SERVICE FEES	05/25/2021	06/24/2021	10.60	05/21	0	65-41-242
Total Codale Electric Supply Inc. (4572):				10.60			
CUSTOMER DEPOSIT (5518)							
3.46170.3	3.46170.3 CUSTOMER DEPOSIT REFUND	05/13/2021	06/12/2021	157.07	05/21	0	81-21350
6.23160.3	6.23160.3 CUSTOMER DEPOSIT REFUND	05/18/2021	06/17/2021	103.32	05/21	0	81-21350
3.80300.1	3.80300.1 CUSTOMER DEPOSIT REFUND	06/09/2021	07/08/2021	8.57	06/21	0	81-21350
6.42430.2	6.42430.2 CUSTOMER DEPOSIT REFUND	06/11/2021	07/10/2021	108.00	06/21	0	81-21350
6.83000.2	6.83000.2 CUSTOMER DEPOSIT REFUND	06/11/2021	07/10/2021	91.71	06/21	0	81-21350
6.42800.2 (2)	6.42800.2 CUSTOMER DEPOSIT REFUND (REMAINING PORTION)	05/07/2021	06/06/2021	148.83	06/21	0	81-21350
6.07301.2	6.07301.2 CUSTOMER DEPOSIT REFUND	06/11/2021	07/10/2021	209.75	06/21	0	81-21350
6.45066.1	6.45066.1 CUSTOMER DEPOSIT REFUND	06/14/2021	07/13/2021	386.79	06/21	0	81-21350
Total CUSTOMER DEPOSIT (5518):				1,214.04			

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
DELCO WESTERN (4528)							
21-0963	WIRE FOR AERATORS	05/14/2021	06/13/2021	11,192.12	05/21	0	82-41-273
Total DELCO WESTERN (4528):				11,192.12			
DJB GAS SERVICES, INC. (4750)							
01281101	PLASMA TIPS	05/14/2021	06/13/2021	45.12	05/21	0	82-41-273
01281650	STAINLESS WELDING SUPPLIES FOR WATERPLANT	05/18/2021	06/17/2021	170.09	05/21	0	81-41-273
01281984	ARGON -- WATERPLANT WELDING	05/20/2021	06/19/2021	48.90	05/21	0	81-41-273
01283419	WELDER CYLINDER RENTAL	05/31/2021	06/30/2021	28.50	06/21	0	82-41-273
Total DJB GAS SERVICES, INC. (4750):				292.61			
FIBER INSTRUMENT SALES, INC. (4905)							
1051982	SEALANT	05/18/2021	06/17/2021	221.44	06/21	0	81-41-273
Total FIBER INSTRUMENT SALES, INC. (4905):				221.44			
GARKANE ENERGY (5057)							
1772500 052	CITY HALL POWER - 67% UTILITIES - SPLIT DISTRIBUTION	05/13/2021	06/03/2021	237.62	05/21	0	65-41-285
1709902 052	POWER PLANT WELL	05/13/2021	06/03/2021	42.01	05/21	0	81-41-285
1717500 052	LIFT STATION POWER	05/20/2021	06/09/2021	676.13	05/21	0	82-41-285
1734500 052	EAST WATER TANKS	05/20/2021	06/09/2021	69.40	05/21	0	81-41-285
1763000 052	RECIRC PUMP	05/13/2021	06/03/2021	188.23	05/21	0	82-41-285
1763900 052	SEWER HEADWORKS	05/13/2021	06/03/2021	82.94	05/21	0	82-41-285
1768100 052	WELL #8 POWER	05/20/2021	06/09/2021	456.63	05/21	0	81-41-285
1772300 052	WELL #10 POWER	05/20/2021	06/09/2021	280.15	05/21	0	81-41-285
1772400 052	WELL #4 POWER	05/20/2021	06/09/2021	74.01	05/21	0	81-41-285
1775500 052	WATER PLANT POWER	05/20/2021	06/09/2021	3,824.56	05/21	0	81-41-285
1780600 052	WELL #19 POWER	05/20/2021	06/09/2021	1,917.77	05/21	0	81-41-285
1781000 052	WELL #17 POWER	05/20/2021	06/09/2021	1,156.59	05/21	0	81-41-285
1782300 052	LAB SHOP POWER	05/13/2021	06/03/2021	508.13	05/21	0	65-41-285
1782501 052	WELL #22 POWER	05/13/2021	06/03/2021	934.01	05/21	0	81-41-285
1787300 052	PROPANE YARD POWER	05/13/2021	06/03/2021	64.34	05/21	0	84-41-285
1793900 052	MILLION GALLON TANK POWER	05/13/2021	06/03/2021	36.41	05/21	0	81-41-285
1945500 052	ACADEMY AVE WELL POWER	05/20/2021	06/09/2021	1,335.08	05/21	0	81-41-285
2026700 052	WELL #21 POWER	05/20/2021	06/09/2021	2,126.42	05/21	0	81-41-285
1772500 062	CITY HALL POWER - 67% UTILITIES - SPLIT DISTRIBUTION	06/15/2021	07/06/2021	292.68	06/21	0	65-41-285
Total GARKANE ENERGY (5057):				14,303.11			
HILDALE CITY (2160)							
NAT 0421	ENERGY & USE TAX GAS	05/10/2021	05/25/2021	711.53	05/21	0	84-21376
NAT 0521	ENERGY & USE TAX GAS	06/18/2021	07/03/2021	365.32	06/21	0	84-21376
Total HILDALE CITY (2160):				1,076.85			
HILDALE CITY UTILITIES (2170)							
3.18000.1 05	LAB SHOP UTILITIES	06/09/2021	06/30/2021	344.62	06/21	0	65-41-280
3.84110.1 05	ACADEMY AVE WELL UTILITIES	06/09/2021	06/30/2021	54.00	06/21	0	65-41-280
6.07700.1 05	CITY HALL UTILITIES - 67% Utilities - Split Distribution	06/09/2021	06/30/2021	157.56	06/21	0	65-41-280
6.42870.1 05	PROPANE YARD LEASE	06/09/2021	06/30/2021	100.00	06/21	0	84-41-580
Total HILDALE CITY UTILITIES (2170):				656.18			
HINTON BURDICK CPAs & ADVISORS (2560)							
243916	NON-AUDIT SERVICE - ASSISTANCE/TRAINING FOR BANK RECONCILIATIONS & AR BAD DEBT - 67% UTILITIES Split Distribution	04/30/2021	05/30/2021	395.30	05/21	0	65-41-313

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
245834	ASSISTANCE/TRAINING - BANK RECONCILIATIONS - 67% UTILITIES	05/31/2021	06/30/2021	720.25	06/21	0	65-41-313
Total HINTON BURDICK CPAs & ADVISORS (2560):				1,115.55			
HYDRO SPECIALTIES CO. (5201)							
24413	1" BADGER METER	05/13/2021	06/12/2021	333.45	06/21	0	81-41-273
Total HYDRO SPECIALTIES CO. (5201):				333.45			
INTERIM PUBLIC MANAGEMENT, LLC (5770)							
2651	INTERIM UTILITIES DIRECTOR PAYMENTS	05/15/2021	05/25/2021	5,170.00	05/21	0	65-41-120
2665	INTERIM UTILITIES DIRECTOR PAYMENT	06/01/2021	06/11/2021	2,585.00	06/21	0	65-41-120
2671	INTERIM UTILITIES DIRECTOR PAYMENTS	06/15/2021	06/25/2021	5,170.00	06/21	0	65-41-120
Total INTERIM PUBLIC MANAGEMENT, LLC (5770):				12,925.00			
LAWSON PRODUCTS (5223)							
9308428451	FITTINGS FOR SHOP	05/04/2021	06/03/2021	445.16	05/21	0	65-41-260
Total LAWSON PRODUCTS (5223):				445.16			
LES OLSON COMPANY (2671)							
EA1025119	MAINTENANCE CONTRACT - 75% UTILITIES	05/18/2021	06/17/2021	318.19	05/21	0	65-41-144
Total LES OLSON COMPANY (2671):				318.19			
LITTLE CREEK MTN. RANCH (4929)							
210525	2 bales of hay	05/25/2021	05/26/2021	300.00	05/21	0	82-41-273
Total LITTLE CREEK MTN. RANCH (4929):				300.00			
MINERS & PISANI, INC. (2838)							
IN-012308	ROTARY GAS METER	05/06/2021	06/05/2021	6,388.90	05/21	0	84-41-750
Total MINERS & PISANI, INC. (2838):				6,388.90			
Owen Equipment (5736)							
00102773	REPAIR FENDER	05/11/2021	06/10/2021	632.26	05/21	0	82-41-250
Total Owen Equipment (5736):				632.26			
PINNACLE GAS PRODUCTS (5471)							
129683	LP HOSE	05/12/2021	06/11/2021	175.05	05/21	0	84-41-273
129784	FLANGES FOR GAS METER	05/14/2021	06/13/2021	24.21	05/21	0	84-41-273
129817	GAS FITTINGS	05/14/2021	06/13/2021	3,960.98	05/21	0	84-41-273
130274	EARTHQUAKE VALVE	05/28/2021	05/28/2021	390.29	06/21	0	84-41-273
130359	CYLINDER VALVES	06/02/2021	07/02/2021	221.52	06/21	0	84-41-273
Total PINNACLE GAS PRODUCTS (5471):				4,772.05			
PREFERRED PARTS (4694)							
80571	VEHICLE RADIO -- PARTS RETURNED	05/17/2021	06/16/2021	114.38	05/21	0	65-41-250
80579	RETURNED PARTS -- ANTENNA ADAPTER	05/17/2021	06/16/2021	98.39	05/21	0	65-41-250
80731	BATTERY - TRUCK 3152	05/19/2021	06/18/2021	160.05	05/21	0	65-41-250
81576	GAS CONTAINER	06/01/2021	06/30/2021	68.12	06/21	0	82-41-273
81589	BATTERY	06/01/2021	06/30/2021	147.05	06/21	0	82-41-250
81626	BALL HITCH	06/01/2021	06/30/2021	52.24	06/21	0	65-41-250
81668	FUEL HOSE FOR BOAT	06/02/2021	07/01/2021	40.81	06/21	0	82-41-273

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
81692	HITCH PIN	06/02/2021	07/01/2021	19.99	06/21	0	65-41-250
81734	PLIERS	06/03/2021	07/02/2021	39.64	06/21	0	82-41-273
Total PREFERRED PARTS (4694):				543.89			
ROCKY MOUNTAIN POWER (4202)							
68511976 05	CATHODIC PROTECTION POWER	05/21/2021	06/15/2021	10.91	06/21	0	84-41-285
Total ROCKY MOUNTAIN POWER (4202):				10.91			
ROGER R CARTER (5745)							
03-2021	COURT MONITOR FEES FOR MARCH 2021	03/01/2021	03/30/2021	1,494.23	04/21	0	63-41-310
04-2021	COURT MONITOR FEES FOR APRIL 2021	04/30/2021	05/29/2021	420.00	05/21	0	63-41-310
05-2021	COURT MONITOR FEES FOR MAY 2021	05/03/2021	06/02/2021	1,949.23	06/21	0	63-41-310
Total ROGER R CARTER (5745):				3,863.46			
SCHOLZEN PRODUCTS COMPANY, INC. (3450)							
3032396-00	CHLORINE CYLINDERS	05/25/2021	06/24/2021	134.40	05/21	0	81-41-432
6566456-00	STAINLESS FITTINGS FOR FILTER UNDERDRAINS	05/12/2021	06/11/2021	147.06	05/21	0	81-41-273
6568645-00	WELDING SUPPLIES	05/19/2021	06/18/2021	16.91	05/21	0	81-41-273
6566456-01	STAINLESS CAPS FOR WATER PLANT UNDERDRAINS	06/09/2021	07/09/2021	236.93	06/21	0	81-41-273
6570683-00	FITTINGS FOR WELL #22	05/27/2021	06/26/2021	2,371.75	06/21	0	81-41-273
6570790-00	DUCTILE IRON PIPE FOR WELL TIE-IN	05/28/2021	06/27/2021	337.63	06/21	0	81-41-273
6570927-00	1" WATER SERVICE LINE	05/27/2021	06/26/2021	52.44	06/21	0	81-41-273
6573139-00	GALVANIZED PIPE	06/07/2021	07/07/2021	855.54	06/21	0	81-41-273
6573676-00	FITTINGS FOR WELL TIE-IN	06/08/2021	07/08/2021	1,290.15	06/21	0	81-41-273
Total SCHOLZEN PRODUCTS COMPANY, INC. (3450):				5,442.81			
SOUTH CENTRAL COMMUNICATIONS (3560)							
8297800 052	CITY HALL PHONES & FAX LINES - 67% UTILITIES - Split Distribution	06/01/2021	06/20/2021	136.72	06/21	0	65-41-287
9592500 052	PRI PHONE ACCOUNT - 67% UTILITIES - Split Distribution	06/01/2021	06/20/2021	358.28	06/21	0	65-41-287
Total SOUTH CENTRAL COMMUNICATIONS (3560):				495.00			
SOUTHERN UTAH UNIVERSITY (3592)							
S0050703	BACTERIOLOGICAL WATER TESTS	05/24/2021	06/23/2021	140.00	06/21	0	81-41-314
Total SOUTHERN UTAH UNIVERSITY (3592):				140.00			
ST. GEORGE WATER STORE (5415)							
92506	BOTTLED WATER SERVICE - 3 BOTTLES	05/24/2021	06/23/2021	18.00	05/21	0	65-41-235
93769	BOTTLED WATER SERVICE - 4 BOTTLES	06/07/2021	07/07/2021	24.00	06/21	0	65-41-235
94869	BOTTLED WATER SERVICE - 2 BOTTLES	06/21/2021	07/21/2021	12.00	06/21	0	65-41-235
Total ST. GEORGE WATER STORE (5415):				54.00			
STAPLES CREDIT PLAN (1475)							
2825067951	MARKERS, PENS, CANNED AIR - 25% UTILITIES - SPLIT DISTRIBUTION	04/20/2021	05/20/2021	24.91	05/21	0	65-41-240
2840641831	COPY PAPER, FACIAL TISSUE, PAPER TOWELS - 50% ADMIN - SPLIT DISTRIBUTION	05/12/2021	06/11/2021	160.21	05/21	0	65-41-240
Total STAPLES CREDIT PLAN (1475):				185.12			
STREAMLINE AUTOMOTIVE, INC. (3710)							
2190	TOWING	04/13/2021	04/28/2021	175.00	06/21	0	65-41-250

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
Total STREAMLINE AUTOMOTIVE, INC. (3710):				175.00			
SUNRISE ENGINEERING, INC. (3740)							
S06162.000	WASTE WATER IMPACT FEE ANALYSIS	05/27/2021	06/26/2021	108.00	05/21	0	82-41-311
0117371	WASTE WATER IMPACT FEE ANALYSIS	05/11/2021	06/10/2021	810.00	06/21	0	82-41-311
0117371	PRESSURE LOSS CALCULATIONS ON WELL COLLECTION LINE	05/11/2021	06/10/2021	120.00	06/21	0	82-41-311
Total SUNRISE ENGINEERING, INC. (3740):				1,038.00			
SUSAN STEED (5720)							
22	CITY OFFICE CLEANING - 75% UTILITY - SPLIT DISTRIBUTION	05/31/2021	06/30/2021	146.25	06/21	0	65-41-271
22	UTILITY LABSHOP CLEANING	05/31/2021	06/30/2021	150.00	06/21	0	65-41-271
Total SUSAN STEED (5720):				296.25			
THE SPECTRUM (5426)							
0003891989	ACCT# 102063 NOTICE OF BONDS - SEWER REVENUES	05/31/2021	06/20/2021	74.30	06/21	0	81-41-210
Total THE SPECTRUM (5426):				74.30			
TINK'S SUPERIOR AUTO PARTS (5743)							
674765	OIL CHANGE PARTS FOR TRUCK 3172	04/20/2021	05/19/2021	45.70	05/21	0	65-41-250
676108	A/C PUMP & FAN BELT	04/27/2021	05/26/2021	416.79	05/21	0	65-41-250
676274	A/C PUMP & FAN BELT	04/28/2021	05/27/2021	35.99	05/21	0	65-41-250
676740	A/C LUBE TRUCK 3152	04/30/2021	05/29/2021	17.16	05/21	0	65-41-250
Total TINK'S SUPERIOR AUTO PARTS (5743):				515.64			
TOWN OF COLORADO CITY (3930)							
9286	UTILITY FIELD STAFF PAYROLL	04/19/2021	05/04/2021	14,305.71	05/21	0	65-41-110
9286	UTILITY FIELD STAFF PAYROLL TAXES	04/19/2021	05/04/2021	1,266.84	05/21	0	65-41-130
9286	UTILITY FIELD STAFF PAYROLL BENEFITS	04/19/2021	05/04/2021	2,957.40	05/21	0	65-41-140
9286	SECRETARIAL STAFF PAYROLL	04/19/2021	05/04/2021	1,896.30	05/21	0	65-41-110
9286	CUSTOMER SERVICE MANAGER	04/19/2021	05/04/2021	1,974.08	05/21	0	65-41-114
9286	CITY MANAGER PAYROLL	04/19/2021	05/04/2021	498.00	05/21	0	65-41-113
9286	ACCOUNTS PAYABLE CLERK	04/19/2021	05/04/2021	1,909.63	05/21	0	65-41-115
9286	GENERAL FUND PAYROLL TAXES	04/19/2021	05/04/2021	359.22	05/21	0	65-41-130
9286	GENERAL FUND PAYROLL BENEFITS	04/19/2021	05/04/2021	1,440.36	05/21	0	65-41-140
9290	IT SERVICES	04/20/2021	05/05/2021	459.04	05/21	0	65-41-317
9293	IT SERVICES	05/03/2021	05/18/2021	602.01	05/21	0	65-41-317
9297	DOJ COURT JUDGEMENT COST SHARING - JIM KEITH	05/01/2021	05/16/2021	2,226.68	05/21	0	63-41-310
9317	AUTO INSURANCE PREMIUM PORTION - (PROPANE DELIVERY TRUCKS)	05/01/2021	05/16/2021	1,319.16	05/21	0	65-41-510
9317	GENERAL AND PROFESSIONAL LIABILITY INSURANCE PREMIUM PORTION	05/01/2021	05/16/2021	2,150.90	05/21	0	65-41-510
9317	RISK MANAGEMENT FUND MONTHLY PMNT.	05/01/2021	05/16/2021	1,332.80	05/21	0	65-41-510
PROST0421	TOTAL PROPANE TAX	04/30/2021	05/15/2021	2,163.96	05/21	0	84-21371
WAT0421	TOTAL WATER TAX	04/30/2021	05/15/2021	1,685.23	05/21	0	81-21371
9299	GASOLINE & DIESEL FUEL USED FROM PUBLIC WORKS - UTILITIES	05/01/2021	05/16/2021	2,290.14	05/21	0	65-41-257
9299	GASOLINE & DIESEL FUEL USED FROM PUBLIC WORKS - UTILITIES	05/01/2021	05/16/2021	217.38	05/21	0	84-41-257
9299	ADMINISTRATION	05/01/2021	05/16/2021	149.04	05/21	0	82-41-257
9319	UTILITY FIELD STAFF PAYROLL	04/30/2021	05/15/2021	14,548.66	05/21	0	65-41-110
9319	UTILITY FIELD STAFF PAYROLL TAXES	04/30/2021	05/15/2021	1,253.41	05/21	0	65-41-130
9319	SECRETARIAL STAFF PAYROLL	04/30/2021	05/15/2021	1,419.91	05/21	0	65-41-110
9319	CUSTOMER SERVICE MANAGER	04/30/2021	05/15/2021	1,577.00	05/21	0	65-41-114
9319	CITY MANAGER PAYROLL	04/30/2021	05/15/2021	498.00	05/21	0	65-41-113

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
9319	ACCOUNTS PAYABLE CLERK	04/30/2021	05/15/2021	1,523.42	05/21	0	65-41-115
9319	GENERAL FUND PAYROLL TAXES	04/30/2021	05/15/2021	363.84	05/21	0	65-41-130
9327	DOJ COURT JUDGEMENT COST SHARING - ROGER CARTER	05/18/2021	06/02/2021	725.08	06/21	0	63-41-310
9323	UTILITY FIELD STAFF PAYROLL	05/14/2021	05/29/2021	15,658.79	06/21	0	65-41-110
9323	UTILITY FIELD STAFF PAYROLL TAXES	05/14/2021	05/29/2021	1,365.46	06/21	0	65-41-130
9323	UTILITY FIELD STAFF PAYROLL BENEFITS	05/14/2021	05/29/2021	642.56	06/21	0	65-41-140
9323	SECRETARIAL STAFF PAYROLL	05/14/2021	05/29/2021	1,431.05	06/21	0	65-41-110
9323	CUSTOMER SERVICE MANAGER	05/14/2021	05/29/2021	1,609.98	06/21	0	65-41-114
9323	CITY MANAGER PAYROLL	05/14/2021	05/29/2021	498.00	06/21	0	65-41-113
9323	ACCOUNTS PAYABLE CLERK	05/14/2021	05/29/2021	1,545.54	06/21	0	65-41-115
9323	GENERAL FUND PAYROLL TAXES	05/14/2021	05/29/2021	354.58	06/21	0	65-41-130
9323	GENERAL FUND PAYROLL BENEFITS	05/14/2021	05/29/2021	75.00	06/21	0	65-41-140
9335	DOJ COURT JUDGEMENT COST SHARING - JIM KEITH	06/01/2021	06/16/2021	2,081.48	06/21	0	63-41-310
9338	IT SERVICES - 90% UTILITIES - SPLIT DISTRIBUTION	06/01/2021	06/16/2021	552.78	06/21	0	65-41-317
9340	UTILITY FIELD STAFF PAYROLL	05/28/2021	06/12/2021	15,179.69	06/21	0	65-41-110
9340	UTILITY FIELD STAFF PAYROLL TAXES	05/28/2021	06/12/2021	1,292.29	06/21	0	65-41-130
9340	UTILITY FIELD STAFF PAYROLL BENEFITS	05/28/2021	06/12/2021	2,907.40	06/21	0	65-41-140
9340	SECRETARIAL STAFF PAYROLL	05/28/2021	06/12/2021	1,853.88	06/21	0	65-41-110
9340	CUSTOMER SERVICE MANAGER	05/28/2021	06/12/2021	1,974.08	06/21	0	65-41-114
9340	CITY MANAGER PAYROLL	05/28/2021	06/12/2021	498.00	06/21	0	65-41-113
9340	ACCOUNTS PAYABLE CLERK	05/28/2021	06/12/2021	1,909.63	06/21	0	65-41-115
9340	GENERAL FUND PAYROLL TAXES	05/28/2021	06/12/2021	360.30	06/21	0	65-41-130
9340	GENERAL FUND PAYROLL BENEFITS	05/28/2021	06/12/2021	1,440.36	06/21	0	65-41-140
9358	AUTO INSURANCE PREMIUM PORTION - (PROPANE DELIVERY TRUCKS)	06/01/2021	06/16/2021	1,319.16	06/21	0	65-41-510
9358	GENERAL AND PROFESSIONAL LIABILITY INSURANCE PREMIUM PORTION	06/01/2021	06/16/2021	2,150.90	06/21	0	65-41-510
9358	RISK MANAGEMENT FUND MONTHLY PMNT.	06/01/2021	06/16/2021	1,332.80	06/21	0	65-41-510
9360	DOJ COURT JUDGEMENT COST SHARING - ROGER CARTER	06/07/2021	06/22/2021	1,046.90	06/21	0	63-41-310
PROST0521	TOTAL PROPANE TAX	05/31/2021	06/15/2021	1,330.29	06/21	0	84-21371
WAT0521	TOTAL WATER TAX	05/31/2021	06/15/2021	1,847.12	06/21	0	81-21371
Total TOWN OF COLORADO CITY (3930):				125,371.22			
U.S. POSTAL SERVICE (4020)							
210512	POSTAGE	05/12/2021	05/27/2021	700.00	05/21	0	65-41-144
210621	POSTAGE	06/21/2021	07/06/2021	700.00	06/21	0	65-41-144
Total U.S. POSTAL SERVICE (4020):				1,400.00			
UNIFIRST CORPORATION (4055)							
3520514630	UNIFORMS	05/17/2021	06/16/2021	82.08	05/21	0	65-41-260
3520515109	UNIFORMS	05/24/2021	06/23/2021	82.08	05/21	0	65-41-250
3520513628	UNIFORMS	05/03/2021	06/02/2021	82.80	06/21	0	65-41-260
3520514141	UNIFORMS	05/10/2021	06/09/2021	82.80	06/21	0	65-41-260
Total UNIFIRST CORPORATION (4055):				329.76			
UTAH STATE TAX COMMISSION (4221)							
STC 0421	TAXES COLLECTED FOR HILDALE	05/13/2021	06/12/2021	1,059.30	05/21	0	84-21375
Total UTAH STATE TAX COMMISSION (4221):				1,059.30			
WHEELER MACHINERY CO. (4441)							
MS00000301	MINI-EX BUCKET	05/07/2021	06/06/2021	1,220.00	05/21	0	65-41-580
MS00000305	COMPACTOR RENTAL	05/28/2021	06/27/2021	722.18	06/21	0	65-41-580
RS00001839	COMPACTOR RENTAL	05/27/2021	06/26/2021	725.00	06/21	0	65-41-580
RS00001843	MINI EXCAVATOR RENTAL	06/01/2021	07/01/2021	3,600.00	06/21	0	65-41-850

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Activity	GL Account
Total WHEELER MACHINERY CO. (4441):				6,267.18			
XPRESS BILL PAY (5646)							
57113	XPRESS BILL PAY TRANS. & ACCOUNT MAINT.	06/01/2021	06/06/2021	467.99	06/21	0	65-41-318
Total XPRESS BILL PAY (5646):				467.99			
ZION'S BANK (4470)							
210410 (3) M	OFFICE SUPPLIES & REFRESHMENTS	04/10/2021	05/10/2021	31.78	05/21	0	65-41-235
210423 (1) A	FUEL - DEPOSITS	04/23/2021	05/23/2021	23.90	05/21	0	65-41-257
210423 (6) M	ZOOM	04/23/2021	05/23/2021	148.98	05/21	0	65-41-318
210430 (1) O	AMAZON PURCHASES - SHIPPING LABELS, CLEANING GLOVES	04/30/2021	05/30/2021	58.35	05/21	0	65-41-240
210430 (3) A	LUNCH - EXPO	04/30/2021	05/30/2021	11.79	05/21	0	65-41-235
210413 (1) W	LOCATOR TRAINING	04/13/2021	05/13/2021	21.42	05/21	0	65-41-235
210413 (2) U	CAR WASH	04/13/2021	05/13/2021	37.36	05/21	0	65-41-250
210419 (2) W	UTILITY REFRESHMENTS - DRINKS	04/19/2021	05/19/2021	300.00	05/21	0	65-41-235
210427 (3) U	REPAIR PARTS	04/27/2021	05/27/2021	27.74	05/21	0	65-41-250
210428 (4) U	REPAIR PARTS	04/28/2021	05/28/2021	18.14	05/21	0	65-41-250
210501 (3) W	RACKMOUNT BRACKET	05/01/2021	05/31/2021	14.00	05/21	0	90-41-273
210508 (1) U	FUEL	05/08/2021	06/07/2021	19.11	05/21	0	65-41-257
Total ZION'S BANK (4470):				712.57			
Grand Totals:				207,219.81			

Report GL Period Summary

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



Administration Operations Manager's Report

June 2021

Number of accounts billed for **May 2021**:

Water base rate: 979

Sewer base rate: 913

Gas base rate: 760

Fiber base rate: 13

Water Penalties: 323

Gas Penalties: 236

of shut off notices printed June 15, 2021: 152

of final billed accounts with final bill date is: 14

of new connect accounts is: 18

Hildale-Colorado City Utility Department

320 East Newel Avenue, Hildale UT 84784

Operations Summary

Happy Birthday Athena and Miranda!

The Office was closed on May 31, 2021 in Observance of Memorial Day and will be closed July 5, 2021 in observance of Independence Day.

Account Auditing

In Caselle there is a lot of room for Human error. A lot of time was spent auditing accounts to assure that all accounts were being billed for the proper services to the proper department/city. This will be an ongoing process, as accounts are constantly being added and amended. A thorough review of the financial impact this had on last months billing has not yet been done. Customers will be informed of the possibility of a change in their billing and directed to contact administration with any questions.

Community Involvement

The Hildale/Colorado City Utility Department, in conjunction with Hildale City will be continuing the tradition of providing coffee for the Independence Day Festivities. This is an incredibly time consuming and laborious service that employees are volunteering their time after hours to participate in.

Drinking Water Quality Report

The Annual Water Quality Report (Consumer Confidence Report) as required by the Safe Drinking Water Act will be prepared and available for viewing by the end of the month.

Water Quality

We continue to receive complaints regarding brown water. An educational campaign is being prepared to share with the community the reason behind the brown water and possible solutions to address such.

Water Restrictions

Stage 1 water restrictions remain in effect at this time.



Utility Manager's Report

June 2021

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

Mr. Chairman and Board Members:

Operations Summary

Sewer Department:

Malodorous conditions have abated at the lagoons. We have finished up the wiring replacement to the aerators. The aerators are all operational now. Pond levels are dropping with the evaporation. We plan to purchase several lengths of large diameter pipe to begin the manhole refurbishment.

Water Department:

Our well project is moving along very nicely. We are pumping the new well 4 to develop it. On the well 22 we are installing the collection piping. We are several weeks out before that one is available online.

For filter media at the water plant, I have two quotes, both of them claim that they work well with manganese dioxide.

Tank levels are maintaining, currently.

Gas Department:

Routine maintenance. Painting meter sets, etc.

Fiber Optic Department:

Working on getting the communication to the well sites back up.

Yours to serve,

Weston Barlow

Utility Manager



PUREFLOW FILTRATION DIV.
6739 Washington Ave., P.O. Box 469, Whittier, Ca 90608-0469
(800) 926-3426 • (562) 945-3425
info@waterbypureflow.com
www.waterbypureflow.com

QUOTATION

TO: City of Hildale
320 East Newel Ave
Hildale City, UT 84784

ATTENTION: Weston Barlow

OFFICE: (435) 212-6091

EMAIL: weston@hildalecity.com

PAGE: 1 on 1

DATE: April 29, 2021

QUOTE NO.: P2104034

SUBJECT: Replacement Media

REFERENCE: City of Hildale, UT
Water Treatment System

WE ARE PLEASED TO OFFER OUR QUOTATION ON THE FOLLOWING

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	Replacement media load for three (3) 78" diameter x 72" SL, vertical filters, including the following: • 9", 1/4 x 1/8 gravel • 3", #8/12 garnet • 32", PM200M adsorptive media • 5", anthracite		\$58,425.00

Notes:

1. Off-loading of media at job site by others.
2. Installation of the media by others.
3. A Pureflow technician will provide guidance during the installation of the media.

Progress Payment Terms

- 75% with purchase order
- 25% upon delivery of equipment to job site

NOTE: PRICE(S) DOES (DO) NOT INCLUDE ANY TAX UNLESS SPECIFICALLY NOTED

PROGRESS PAYMENT TERMS: See above

APPROX. DATE OF SHIPMENT: TBD

EST. SHIPPING WEIGHT: TBD

F.O.B.: Hildale, UT

PUREFLOW FILTRATION DIV.

By: _____

Donald Pollard

Please sign and return original copy.

Retain duplicate copy for your records.

ACCEPTED BY: _____

Title

Date

IMPORTANT

- Prices specified herein are exclusive of all taxes unless specifically noted.
- This proposal is subject to all terms and conditions printed on face and reverse side.

ORIGINAL-PLEASE SIGN AND RETURN

White - **Original** Please sign and return 2nd White - **Customer Copy** Retain for your records Yellow - **Representative Copy** Pink - **Pureflow Copy**

**PUREFLOW FILTRATION DIV.
QUOTATION
STANDARD TERMS AND CONDITIONS OF SALE**

1. **AGREEMENT.** The terms and conditions set forth below and on the front side hereof constitute the entire Agreement between the customer named on the front side hereof ("Buyer") and Pureflow Filtration Div., a division of California Environmental Controls, Inc., a California corporation ("Seller").
2. **TERMS OF SALE.** (a) **TAXES:** Unless specifically provided on the front side hereof, prices specified herein on the Goods are exclusive of all local, state, and federal taxes including without limitation taxes on manufacturing, sales, receipts, gross income, occupation, use and all similar taxes, or other taxes of any nature. Wherever applicable, such taxes will be invoiced as a separate charge which Buyer agrees to pay the Seller. (b) **TERMS OF PAYMENT:** Net cash due upon receipt of invoice, unless noted on front side of this quotation, to approved credit accounts. The Buyer agrees to pay Seller an additional charge of one and one-half percent (1 and 1/2%) per month (or such lesser amount equal to the maximum rate permitted by law) on any invoices not paid according to these terms. (c) **SECURITY INTEREST:** Until payment in full of the purchase price therein specified, Seller reserves a security interest in the goods securing payment of such purchase price. (d) **DELIVERY:** Prices quoted are f.o.b. point of origin of shipments unless shipping is specifically included in price offered on front page. Prices include domestic packing for rail or commercial shipments only. Shipment and delivery dates are estimates based upon schedules of Seller's suppliers and are computed from the time of settlement of all details and receipt of full approval of drawings where drawing approval is required. (e) **Field Supervision:** Unless specifically provided on the front side hereof, no installation assistance or field supervision by Seller is included in the terms and conditions of this Agreement.
3. **ENTIRE AGREEMENT.** This agreement supersedes all previous representations, statements, promises, agreements or understandings, written or otherwise. This Agreement is intended by the parties as a final expression of their understanding and no casual or prior dealings shall be relevant to explain any of the terms or conditions hereof. The Seller shall not be bound by any agent's or employee's representations, promises, statements or inducements not set forth in the Agreement. If any inconsistency exists between any typed or handwritten materials on the front hereof and these Standard Terms and Conditions, the former shall be controlling.
4. **ACCEPTANCE.** This quotation is an offer upon the terms and conditions herein specified. Acceptance by the Buyer may be effected by signing a copy of this quotation where specified and returning same to the Seller, or by the Buyer issuing a purchase order and delivering same to the Seller, which shall constitute Buyer's acceptance of this quotation and all of the terms and conditions herein specified. Acceptance of this offer is limited to its terms. Acceptances or confirmation which state additional or different terms from this offer shall be operative as acceptances; provided, however, that all such additional or differing terms shall be deemed material alterations within the meaning of Section 2207 (2) (b) of the California Commercial Code, and notice of objection to them pursuant to Section 2207 (2) (c) of the California Commercial Code is hereby given.
5. **CANCELLATION.** Orders may be cancelled by the Buyer only with Seller's written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expenses.
6. **INSPECTION.** Buyer agrees to inspect the goods, supplies, merchandise and material covered hereby ("Goods") immediately upon their receipt by Buyer, secure a written acknowledgement from the delivering carrier as to any loss or damage and within three (3) business days of their receipt to give written notice to the Seller of any claim that the Goods do not conform with the terms of the Agreement. Failure to make such a claim within the stated period shall constitute an irrevocable acceptance of the Goods and an admission that they fully comply with all of the terms and conditions of the Agreement. Buyer expressly waives any right it may have to revoke acceptance after such three (3) day period.
7. **DELAYS.** Seller shall not be liable for any delays or failures in making shipments or deliveries caused by any contingency beyond Seller's control, or the control of Seller's suppliers or manufacturers, including without limitation failures or delays brought about by, caused by or in any manner arising from (i) labor conditions including strikes and shortages of labor, (ii) shortages of fuel, power, material or supplies, (iii) transportation delays, (iv) acts of God, fires, floods or weather problems, (v) damage to, or destruction in whole or in part of Goods, vehicles or manufacturing plants, (vi) accidents, or (vii) riots, government interference, embargos, regulations, war, insurrection or terrorist acts. The non-occurrence of the above contingencies with respect to Seller, its suppliers and manufacturers is a basic assumption of this agreement.
8. **DELAY IN INSTRUCTIONS.** Buyer agrees to furnish complete shipping instructions in such a manner as to reach the Seller at its main office ten (10) days before the date for any shipment specified herein. Buyer's failure to so furnish complete shipping instructions shall, without notice, automatically extend the shipping date from day to day until the Buyer furnishes complete shipping instructions, or until the Seller exercises its right to terminate the Agreement.
9. **RISK OF LOSS.** Unless Buyer and Seller specifically agree in writing to modify the terms of Paragraph 2. (d), above, all risk or loss shall pass to the Buyer when Goods are delivered by Seller to the carrier. In the event that Buyer and Seller agree in writing that the Goods are sold f.o.b. destination, Seller's responsibility for loss or damage terminates upon tender of delivery to Buyer by the carrier and the written acknowledgement and claims procedure provided for in Paragraph 4, above, shall be a precondition to any claim by Buyer for loss of damage in transit.
10. **RETURNS.** In no case are any Goods to be returned to Seller without first obtaining the written permission of Seller, which permission Seller may refuse to give at Seller's sole discretion. Only standard unused Goods as currently manufactured or inventoried by Seller which have been invoiced to Buyer within the previous ninety (90) days will be considered by Seller for return. Special items manufactured to order may not be returned under any circumstances. Goods which Seller accepts for return and credit will, in any event, be subject to a minimum handling and service charge of 25% plus all transportation charges. All returned Goods, if Seller accepts the return thereof, must in any case be securely packaged and shipped, freight prepaid, and the risk of loss shall remain with Buyer until the Seller actually receives the Goods.
11. **DEFAULTS.** In the event Buyer fails to comply with any of the terms of the Agreement or becomes bankrupt or insolvent or Buyer's financial condition becomes impaired or unsatisfactory to Seller, Seller may do any or all of the following: (a) Terminate the Agreement upon written notice thereof to Buyer without prejudice to Seller's rights to receive any amount then due under the Agreement; (b) Withhold all further deliveries under the Agreement; (c) require that Buyer pay for all future shipments in advance or provide other satisfactory security or guarantees to Seller that all existing and future invoices will be paid on or before their due dates; (d) Make partial shipments only to Buyer, which Buyer agrees to accept; (e) Recall any Goods then in transit and retake the same and repossess all Goods which may be stored with Seller in which case Buyer consents that all Goods so recalled, retaken or repossessed shall become the absolute property of Seller, provided that Buyer is given full credit therefor; (f) Upon written notice to Buyer revise the stated credit terms, if any, contained in this Agreement; (g) Without limitation, exercise any rights or remedies available to Seller under the Uniform Commercial Code as in force and effect on the date of the Agreement; or (h) Without limitation, exercise any other rights or remedies available to Seller under any applicable federal, state or local law.
12. **ATTORNEY'S FEES.** In the event of a default by Buyer of any of the terms or conditions of the Agreement, Buyer agrees to pay all costs of collection and enforcement incurred by Seller including, without limitation, Seller's reasonable attorney's fees and court costs.
13. **RETENTION LIMITATION.** Retention, if any is accepted by Pureflow Filtration Div., shall be limited to a maximum of ten percent (10%) of the contract price. All monies retained shall be paid, in full, upon successful "start-up" of the equipment supplied, or ninety (90) days after shipment of said goods, whichever date first occurs. The payment of monies retained under the terms of this paragraph is not conditioned upon any factors, issues, events or contingencies which are not specifically delineated in this quotation. The right of Pureflow Filtration Division to payment is NOT subject to any payment provisions enforced upon Buyer by the terms of any other contract with either Pureflow or a third party.
14. **CONSEQUENTIAL / LIQUIDATED DAMAGES.** The Buyer agrees that notwithstanding the form in which any legal or equitable action, proceeding or position may be brought or asserted by Buyer against Seller including without limitation claims based upon actual or alleged delays or breaches of warranty, that Seller's liability, if any, arising out of or in any way related to this Agreement, shall be limited to actual money damages in an amount not to exceed the total amount actually paid for the Goods by Buyer. Buyer further agrees that seller shall not, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort, or negligence.
15. **PROPRIETARY MATERIAL.** All drawings, patterns, specifications, and information included in this proposal, and all information otherwise supplied by Pureflow Filtration Div. relating to the design, erection, operation, and maintenance of the goods, including filter media and all treatment processes, is the proprietary and / or confidential material or information of Pureflow Filtration Div. Purchaser shall not disclose such material or information to others or allow others to use such material or information without express written permission from an officer of Pureflow Filtration Div.
16. **GOVERNING LAW / CONSENT TO JURISDICTION.** (a) The terms and conditions set forth herein shall be construed under and in accordance with the laws of the State of California. The parties hereto consent to the jurisdiction and venue of any court of general jurisdiction in the Southeast District of Los Angeles County and the United States District Court for the Central District of California, with respect to any proceedings arising out of or in connection with the Agreement or any purchase hereunder, and further agree that mailing to either party by certified or registered mail shall constitute lawful and valid service of process. (b) No Waiver: No waiver by Seller of any default by Buyer shall be deemed a waiver of any subsequent default by Buyer. (c) Severability: Should any of the terms or conditions of the Agreement be declared invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining terms and conditions.
17. **VALIDITY.** The price quoted is firm for thirty (30) days, unless otherwise identified on the front of this quotation.
18. **ERRORS.** Pureflow Filtration Div. California Environmental Controls, Inc. reserves the right to correct or identify any stenographic or clerical errors in the quotation without any liability to Pureflow Filtration Div. California Environmental Controls, Inc.
19. **TECHNICAL ADVICE.** Upon Buyer's request, Seller may furnish technical advice with reference to the use of the material sold hereunder, to such extent as Seller has such information conveniently available; however, it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible or liable for the advice or assistance given or results thereof.
20. **WARRANTIES:** Except as provided below, Seller warrants that equipment or parts thereof delivered hereunder meet Sellers' standard specification for the equipment or parts, or such other specifications as have been expressly made as part of this Agreement. Equipment and parts sold, but not manufactured, by Seller are warranted to the extent of the manufacturer's original warranty. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER WILL MAKE NO WARRANTY OR MODIFY ANY EXISTING WARRANTY TO ANY CUSTOMER BEYOND ANY WARRANTY STATED BY SELLER'S SPECIFICATIONS. NO LIABILITY WILL RESULT TO EITHER PARTY FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTY AFFECTED. THE MEASURE OF DAMAGES RECOVERABLE BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER. THIS IS BUYER'S SOLE REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT OR PROSPECTIVE, CONSEQUENTIAL OR SPECIAL DAMAGES NOTWITHSTANDING THE FOREGOING. NO EQUIPMENT OR PARTS SHALL BE RETURNED WITHOUT INSTRUCTIONS FROM SELLER'S HOME OFFICE.

HUNGERFORD TERRY, INC.
Manufacturers of Water Treating Equipment
P.O. BOX 650
CLAYTON, NEW JERSEY 08312-0650
856-881-3200
FAX 856-881-6859
E-mail: sales@hungerfordterry.com

Date 5/11/2021

Attention: Weston Barlow- Utilities Manager

Reference: Media Replacement Hildale City, UT

Dear Mr. Barlow

Hungerford & Terry, Inc. is pleased to offer you the following quotation for: .

NO. PCS.	DESCRIPTION	SELLING PRICE
1	Freight from H&T	
112	CuFt Anthracite (Eff.Size 0.6-0.8mm / UC <1.6)	
330	CuFt GreensandPlus (Eff.Size 0.30-0.35 mm)	
33	CuFt Filter Gravel #6 x #14 (1/8 in. x 1/16 in.)	
33	CuFt Filter Gravel 1/4 in. x 1/8 in.	
14	CuFt Filter Gravel 1/2in. x 1/4 in.	
14	CuFt Filter Gravel 3/4 in. x 1/2 in.	
149	CuFt Filter Gravel 1-1/2 in. x 3/4 in.	
Total Equipment Cost:		\$34,057.71

Notes:

This quotation does not include any municipal, state or federal taxes.

Material Availability: Middle of July

Total equipment costs includes shipping to: Hildale City, UT

The above quotation is for furnishing the materials only, "on-site" or "off-loading" used material, and installation are not included.

This quotation is only valid for 30 days after the above date.

Hungerford & Terry, Inc. appreciates the opportunity to offer you this quotation and hope that it meets with your favorable consideration. If you have any questions, or need further information, please contact the writer of this quotation listed below.

Thank you,
Christopher Ralph
Technical Sales representative
Telephone 856-881-3200 ext 275
cralph@hungerfordterry.com

