MINUTES
Mount Pleasant City Council
26 July 2022
6:30 p.m.
Regular Meeting

1. **Welcome --*Mayor***

2. **Opening Ceremony – *By Invitation***

   Pledge of Allegiance – Steve Clark

   Opening Prayer – Rondy Black

3. **Roll Call – *Recorder***

   Present: D. Lynn Beesley, Paul C. Madsen, Michael T. Olsen (Not voting), Russell G. Keisel, Rondy G. Black, Samuel Draper.

   Personnel in Attendance: Jeanne Tejada (Recorder), Colter Allen (Public Works Director), Jim Wilberg (Police Chief), Britanny Adams (Aquatic Center Director), BreiLynn Lund (Lifeguard), Brandt Lund (Lifeguard), Spencer Day (Lifeguard), Noah Talbot (Lifeguard), Shane Ward (Power Superintendent).

   Others in Attendance: Lois Tucker, Mabel Cook, Cathie Beesley, Tod Beesley, Joey Liddiard, Bob Liddiard, Evva Jane Beesley, Donalyn Shock, Minalyn Shock, Mike Stagg, Carol Gundry, Jody Allred, Rick Allred, Alex Burr, Bodee Burr, Quinn Johnson, Claudia Jarrett, Pam Stoker, R.L. Taylor, Dona Russell, Tim Beesley, Mark Hightower, Frank & Kelaine Mendicino, M. Hill, Deborah Draper.

   Attending Online: Kyle Sorensen, Kyler, Atkinson, and Margo Olsen.

4. **Approval of Claims and Requisitions – *Mayor***

   Claims Register dated 7-09-2022 to 7-20-2022 in the amount of $159,342.73

   Motion: Approve the Claims Register dated 7-09-2022 to 7-20-2022 in the amount of $159,342.73
   Moved by Paul C. Madsen
   Seconded by Russell G. Keisel

   Vote: Motion carried by unanimous roll call vote **(summary: Yes = 5).**
   Yes: D. Lynn Beesley, Paul C. Madsen, Russell G. Keisel, Rondy G. Black, Samuel Draper.

   Requisitions as needed

   Requisition # 71820221102 to MKJ Trailer Sales

   Motion: Approve Requisition # 71820221102 to MKJ Trailer Sales for a Single SA Reel Trailer in the amount of $6,728.25.

Moved by Russell G. Keisel
Seconded by Rondy G. Black.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: D. Lynn Beesley, Paul C. Madsen, Russell G. Keisel, Rondy G. Black, Samuel Draper.

5. Presentation – *Mike Stagg*

Presentation of Award for Aquatic Center

Mike Stagg came forward, he works for ULGT, the cities insurance company. They have an aquatics safety program. It's an all-encompassing program that looks at all aspects of the city pool. One of the things they put our pool through is like an audit, it checks water quality, slips & trips dangers, safety, etc. Our pool received the highest points on this audit. He is here to present an award to our pool and the safety program. They are receiving a silver medallion for 2021. Britanny and some of her staff came forward to accept the reward.

6. Discussion/Action – *Carol Gundry*

Carol Gundry came forward. Here today to discuss the splash pad and the burden it is putting on some of the citizens. There is a fee now, and there wasn't one at first. She wants the splash pad made available to all citizens. She proposes that the splashpad be of no cost for 3 ½ hours from 1-3:30pm. She proposes also that it be for Mt Pleasant Citizens and their families. Be open for those that can't afford it. She is proposing to have 2 volunteers for the 3 ½ hours it is free to the public. She is requesting that they make a motion tonight to move forward with her proposal. Please do the right thing. She proposes the mothers who bring their children be the volunteers to watch the children. She is looking to find a volunteer coordinator.

Britanny would like to have it free. The reason we started charging is because it costs a lot to maintain the splashpad. There were issues with people bathing in the splash pad, breaking features, bathing their dogs, etc. It has to have chemicals checked and added. It is also easier on her staff. She doesn't want her guards to be worrying about wristbands or worrying about kids on the splash pad when they should be watching those in the pool in case there is a need for a rescue. (She has done 3 rescues already this summer, herself).

Councilmember Draper suggested taking a month to see what it would cost the city to be free for 2 days a week.

Mike Stagg from the Trust stated that other cities in Utah, that have a splash pad attached to an existing facility, charge for splash pad usage.

Council will table this and discuss and look for a solution.

7. Appeal of Termination of Employment – *Kevin Daniels*

Kevin Daniels explained that when the city makes a decision, the full time, merited employee can make an appeal. After speaking with the person appealing the decision, he has decided to postpone the meeting for 4 weeks so that the person appealing can prepare more for the hearing.

Motion: Approve tabling it for tonight and allow the 4 weeks requested for the hearing to be held, August 23, 2022, at 6:30pm.
Moved by Russell G. Keisel
Seconded by Samuel Draper.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: D. Lynn Beesley, Paul C. Madsen, Russell G. Keisel, Rondy G. Black, Samuel Draper.

Kevin Daniels suggested that anyone interested refer to Utah State Code 10-3-1106.

8. Discussion/Action – *Shane Ward*

80-Megawatt steel farm near Toole. This is the same one we have discussed in the past, but it has been delayed several times. (See attachments). The information will be posted on the city website.

9. Public Participation

Lois Tucker—What are we going to do about the deer? She had two does attack her two little dogs and really hurt them. She can't even go out in her yard. They have killed everything in her yard. She can't grow a garden. Not sure what can be done, but something needs to be done.

Tod Beesley—He stated that he is not much of a public speaker. Here on behalf of Lynn Beesley and Christina Beesley, who are not being treated right. Lynn lost his job, Christina's neighbors are not treating her right. Christina called her sister (Tod's wife), and told her what had happened. Tod's wife then let her father in-law, Lynn know. Lynn went to the mayor. He feels that this is why his dad has been mistreated and now fired. Christina continues to be treated badly by her neighbors. The mayor did speak with Christina and she wouldn't say anything. Tod claims Colter "got a burr up his ass" and decided that Lynn needed to go.

Cathy Beesley—She stated that council all know how she feels. Her biggest concern is the Contoy Arena right now. Jack and Gaylyn took care of the 4H event, even though he isn't being paid.

10. Council Reports

D. Lynn Beesley—hasn't done anything

Paul C. Madsen—Trees, he's counted 9 dead trees on state street. There are trees needing trimmed because they are halfway dead. We need to put some money into them and get them taken care of. The mayor pointed out that the landowners that have the tree by them have the responsibility to take care of the trees. Paul is mostly concerned about the ones on State Street, he stated Main Street looks good, why can't we do the same for State Street? Shane will get a quote from the company he has trimming trees for him. Paul will also talk with someone to see what it will cost to remove the dead trees.

Paul asked if Gaylyn needed any help at the arena this weekend. She said no she is fine, she has had Jack doing everything.

Russell G. Keisel—Britanny already covered most of what he has to report. He said that Britanny is doing a great job. There is a statewide shortage of lifeguards. There are even pools in the state that have actually closed due to this shortage.

Also spoke with Sandra and Mike Bowles. They are working on blueprints for the restroom near the cemetery.

Rondy G. Black—update on the road project. Looking to start the week of the 15th or 22nd of August. Will be doing a chip seal on 500 West.

Samuel Draper—not a lot to report. Working on updating SOP's. There are restrictions on State, private and BLM properties as far as fire.

11. Mayor Report

Received approval to do the second drill well. They were given the variance.

Tried to get ahold of Bryce regarding the other well, but he couldn't get ahold of him.

Shane reported that transformers are 1 to 3 years out, depending on what it is they want.

12. Adjourn 8:20pm

Motion: Adjourn the City Council Meeting held on July 26, 2022.
Moved by Russell G. Keisel
Seconded by Samuel Draper
Motion passed unanimously.

Jeanne M. Tejada
Jeanne M. Tejada, Recorder

Revised
July 7, 2022

Steel Solar Resource Talking Points for UAMPS Participants' Governing Bodies

What is the resource? The Steel Solar Resource will be an 80 MWac solar photovoltaic generation facility to be located on Box Elder County in northern Utah. UAMPS' members contracted for two 40 MW portions, Steel Solar 1(A) and Steel Solar 1(B). The Steel Solar 1(A) facility is scheduled to become operational in September 2023 and Steel Solar 1(B) facility is scheduled to become operational in December 2023.

How is UAMPS contracting for the resource? UAMPS is entering into power purchase agreements with Steel Solar, LLC on behalf of UAMPS' members electing to participate in these two 40 MW projects. UAMPS is utilizing the Master Firm Supply Agreement with specific transaction schedules for the Steel Solar 1(A) and Steel Solar 1(B) resources as the agreement with its members participating in these projects.

What is the term of the arrangement? The PPAs between Steel Solar, LLC and UAMPS provides for the delivery of solar energy for twenty-five year terms commencing on the commercial operation dates of Steel Solar 1(A) and Steel Solar 1(B).

What is the developer's experience? D. E. Shaw Renewable Investments (DESRI) and its affiliates develop, own, and operate long-term contracted renewable energy assets in the U.S. DESRI's portfolio of operating and in-construction renewable energy projects currently includes more than 65 solar and wind projects representing more than 6 GW of aggregate capacity. DESRI has more than 350 MW of solar under construction in Utah, as well as 360 MWac of operating solar assets. DESRI is currently the largest owner and constructor of solar projects in Utah.

What happens if the project does not come online as expected? Steel Solar, LLC will provide development security to protect UAMPS from delays in these projects coming online or the failure of the projects to ultimately become operational.

While the Steel Solar 1(B) is planned to be online in December 2023, transmission constraints may require that the project face minor curtailment between the commencement of operation and Q1 2025, when a network upgrade will be completed by PacifiCorp. At this time, expected curtailment is not anticipated to be significant.

What is the pricing? The price is competitive ($34.66/MWh) with other solar projects of the same size and includes both energy and renewable energy credits (RECs).

Supply chain constraints have slowed deliveries for new solar projects. The industry has seen many projects delayed or cancelled as a result of this challenging environment.[1] To accommodate these challenges, the commercial operation date for Steel Solar 1(A) which was initially planned for December 2022, has pushed to September 2023; and COD for Steel Solar 1(B) which was initially planned for June 2023 has been pushed to December 2023.

DESRI has been working with LONGi, one of the world's largest manufacturers of solar modules, on solar panel supply for this project. The project modules will be manufactured in Vietnam before being delivered to the project site. LONGi has worked extensively with the United States Customs and Border Protection Agency to ensure that new module shipments are able to clear customs and are compliant with guidance from the Department of Homeland Security on the Uyghur Forced Labor Prevention Act.

What other benefit is provided to the UAMPS participating members? Included in the PPAs are Scholarship Programs that begins upon COD consisting of $10,000 per year for the Contract Term for high school seniors from UAMPS member communities going to two or four year colleges (must be express interest in renewable energy development in Utah).

What protections are in the new Amended and Restated PPAs for Steel Solar 1(A) and Steel Solar 1(B) for non-performance? The Development Security and Delay Damages amounts were increased in the Amended and Restated PPAs by approximately 20%.

What guarantee do we have that the Amended and Restated PPAs price per MWh will not increase again? The Contract Price in the PPA's include language that states, "In no event shall the Contract Price be increased for any reason, including Excused Delay or Force Majeure."

What would happen if a participant does not approve the Amended and Restated Transaction Schedule? Interest has been received from other UAMPS members willing to pick up any available output from the Steel Solar 1(A) and Steel Solar 1(B).

If the terms and conditions were not met in the original PPAs, why did UAMPS not terminate the project? Any alternative solar PPA would be at an increased price with an online date of approximately five years due to transmission restrictions and equipment availability. (See the below graph showing PPA index value for North American Solar in Q1 2022 at $36.31/MWH which is higher that the increased price in the Amended and Restated PPAs.)

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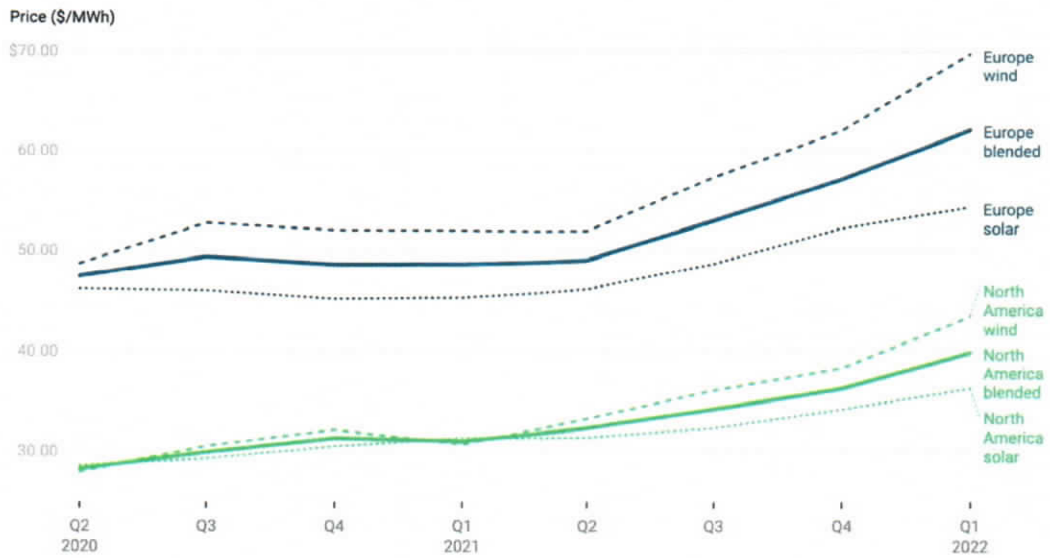
[1] Bloomberg: "NextEra Says Tariff Probe May Slow Solar, Storage Projects."
https://www.bloomberg.com/news/articles/2022-04-21/nextera-says-tariff-probe-may-delay-some-solar-storage-projects
Reuters: "U.S. solar industry warns of slowdown due to supply chain disruptions, tariff uncertainty."
https://www.reuters.com/world/us/us-solar-industry-warns-slowdown-due-supply-chain-disruptions-tariff-uncertainty-2022-04-28/

LevelTen's PPA Price Index



STEEL 1(A) SOLARPROJECT
FIRM POWER SUPPLY AGREEMENT
AMENDED AND RESTATED TRANSACTION SCHEDULE

This Amended and Restated Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provide for the following transactions. The Parties to this Amended and Restated Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: Mt. Pleasant City

ENTITLEMENT SHARE: 0.97%

SUPPLIER: Steel Solar, LLC (the "Steel Solar Project")

EFFECTIVE DATE: The Power Purchase Agreement by and between UAMPS and Steel Solar, LLC for the Steel 1(A) Solar Resource (the "Original PPA") was executed on November 18, 2020 and that certain amendment to the Original PPA dated as of February 16, 2022 ("Amendment"). The Original PPA, as amended by the Amendment, was amended, restated and executed by UAMPS and Steel Solar, LLC on June 23, 2022 (the "Amended PPA"). The Amended PPA becomes effective upon UAMPS obtaining member governing body approvals. UAMPS anticipates satisfying this condition within 90 days of executing the Amended PPA. The Scheduled Commercial Operation Date ("COD") is September 30, 2023. The COD may not occur earlier than March 31, 2023 but not later than March 31, 2024.

TERM: A 25-year delivery term commencing on COD. The Amended PPA will become effective upon UAMPS satisfying the condition precedent identified above.

AMOUNT: 388 kW and associated Environmental Attributes ("Entitlement Share")

PRICE: $34.66 per MWH

OTHER PROVISIONS:

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the Amended PPA and will delivery to the Purchaser its Entitlement Share of the Steel 1(A) Solar Resource. The Steel 1(A) Solar Resource is to be constructed as a 40 MW solar photovoltaic generation facility located in Box Elder County, Utah.

Transmission: UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

Administration: UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

Buyout Options: Under the Amended PPA, UAMPS has the ability to buy the Steel 1(A) Solar Resource from Steel Solar, LLC at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Steel 1(A) Solar Resource.

Step-Up Obligation:

(1) In the event of a default by one of the Purchasers, UAMPS shall immediately allocate all of the defaulting Purchaser's Entitlement Share among the nondefaulting Purchasers, pro rata on the basis of their then-current Entitlement Shares, which shall remain in effect only until the completion of the procedures provided herein. UAMPS shall provide written notice to the nondefaulting Purchasers of the initial allocation of the defaulting Purchaser's Entitlement Share which notice shall (A) set forth the date of the initial allocation, (B) include a revised Schedule I showing the increased Entitlement Shares as a result of such allocation, (C) direct each of the nondefaulting Purchasers to make an election pursuant to subparagraph (2) below, and (D) set forth the date by which each of the nondefaulting Purchasers must notify UAMPS of such election. The initial allocation of the defaulting Purchaser's Entitlement Share and the increased Entitlement Shares of the nondefaulting Purchasers as a result of such allocation (as shown on the revised Schedule I prepared by UAMPS) shall remain in effect until the completion of the procedures provided for herein. During such period, each of the nondefaulting Purchasers shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share as a result of such allocation.

(2) Within sixty days after the initial allocation of the defaulting Purchaser's Entitlement Share, each nondefaulting Purchaser shall notify UAMPS in writing of its election to: (A) retain all of its initial allocation of the defaulting Purchaser's Entitlement Share; or (B) retain none or less than all of such allocation. Any Purchaser that elects to retain all of its initial allocation of the defaulting Purchaser's Entitlement Share shall be deemed to have fully satisfied its step-up obligations and shall not thereafter be required to accept any additional allocation of the defaulting Purchaser's Entitlement Share; *provided*

that any such nondefaulting Purchaser may give notice to UAMPS of its request to acquire additional amounts of the defaulting Purchaser's Entitlement Share as may be available.

(3) Within thirty days after its receipt of the elections of all nondefaulting Purchasers pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Purchasers have elected to retain all of the defaulting Purchaser's Entitlement Share. In the event that one or more of the nondefaulting Purchaser's elected to retain less than all of the initial allocations of the defaulting Purchaser's Entitlement Share, UAMPS shall reallocate the remaining amounts of the defaulting Purchaser's Entitlement Share proportionally among those nondefaulting Purchasers that have requested additional amounts of the defaulting Purchaser's Entitlement Share. To the extent that any part of the defaulting Purchaser's Entitlement Share is then unallocated, UAMPS shall next reallocate the remaining portion of the defaulting Purchaser's Entitlement Share proportionally among those Purchasers that did not elect to retain all of their initial allocations of such Entitlement Share. Proportional reallocations shall be based upon the Entitlement Shares of the nondefaulting Purchasers in effect immediately prior to the defaulting Purchaser's default.

(4) In no event shall the final allocation of a defaulting Purchaser's Entitlement Share pursuant to subparagraph (3) (or the total of all such allocations in the event of multiple Purchasers' defaults) cause any nondefaulting Purchaser's Entitlement Share to increase by more than 25% over its "Adjusted Entitlement Share" without such Purchaser's consent. The "Adjusted Entitlement Share" is the Purchaser's Entitlement Share shown on Schedule I on and as of the Effective Date.

(5) UAMPS shall deliver, promptly after making the determinations and reallocations required by subparagraphs (1-4), a notice to the nondefaulting Purchasers which notice shall (A) set forth the final allocation of the defaulting Purchaser's Entitlement Share pursuant to subparagraph (3), and the effective date of the final allocation, and (B) include a revised Schedule I showing the revised Entitlement Shares of the nondefaulting Purchasers upon the final allocation pursuant to subparagraph (3). The Entitlement Shares shown on such revised Schedule I shall thereafter be the Entitlement Shares of the nondefaulting Purchasers.

(6) Any portion of the Entitlement Share of a defaulting Purchaser allocated or reallocated to a nondefaulting Purchaser pursuant to this paragraph (b) shall become a part of and shall be added to the Entitlement Share of the nondefaulting Purchaser, and from and after the date of such transfer the nondefaulting Purchaser shall be obligated to pay for its increased Entitlement Share pursuant to the terms and provisions of this Transaction Schedule. The defaulting Purchaser shall remain liable to UAMPS and the nondefaulting Purchasers for

costs incurred and damages suffered by them in connection with the actions taken with respect to the defaulting Purchaser's Entitlement Share provided for herein.

(7) If, as a result of the limitation stated in subparagraph (4) above, any portion of a defaulting Purchaser's Entitlement Share remains unallocated or upon the request of any nondefaulting Purchaser, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of the unallocated or designated Entitlement Share. The defaulting Purchaser shall be liable for the costs, fees and expenses incurred by UAMPS in connection with any such sale, disposition or remedial action.

Other: Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to the Amended PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this ________ day of _____________, 2022.

MT. PLEASANT CITY

By:________________________________

Title:_______________________________

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By:________________________________

Title:_______________________________

Schedule I

MEMBER	KW AMOUNT 40,000	ENTITLEMENT %
Blanding	646	1.62%
Bountiful	6,459	16.15%
Fairview	129	0.32%
Fillmore	388	0.97%
Heber	6,459	16.15%
Hurricane	2,584	6.46%
Hyrum	2,584	6.46%
Lehi	10,000	25.00%
Mt. Pleasant	388	0.97%
Paragonah	50	0.13%
Payson	3,877	9.69%
Price	3,500	8.75%
Santa Clara	1,000	2.50%
SUVESD	646	1.62%
Washington	1,292	3.23%
TOTAL	**40,000**	**100.00%**