

© 435-874-2323

435-874-2603

NOTICE AND AGENDA

NOTICE IS HEREBY GIVEN TO THE HILDALE CITY COUNCIL AND THE PUBLIC, THAT THE HILDALE CITY COUNCIL WILL HOLD A COUNCIL MEETING ON WEDNESDAY THE 3RD DAY OF JUNE 2020 ONLINE AND/OR BY TELEPHONE TO BEGIN AT 6:30 P.M. MDT.

THIS MEETING WILL BE BROADCASTED ON FACEBOOK LIVE UNDER HILDALE CITY'S PAGE.

IT WILL BE OPEN TO THE PUBLIC USING THE FOLLOWING CALL-IN NUMBER OR LINK:

Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join. https://zoom.us/j/95827877110

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 958 2787 7110

International numbers available: https://zoom.us/u/aei0ZXWwWq

PUBLIC COMMENTS AND PUBLIC HEARINGS MAY BE EMAILED TO MANAGER@HILDALECITY.COM OR PRIVATELY MESSAGED TO HILDALE CITY'S FACEBOOK PAGE. ALL COMMENTS AND PUBLIC HEARINGS SENT BEFORE THE MEETING WILL BE READ ALLOWED DURING THE MEETING AND MESSAGES OR EMAILS SENT DURING THE MEETING WILL BE READ AT THE MAYOR'S DISCRETION.

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





435-874-2603

THE AGENDA SHALL BE AS FOLLOWS:

- 1. WELCOME, INTRODUCTION AND PRELIMINARY MATTERS
- 2. PLEDGE OF ALLEGIANCE
- 3. CONFLICT OF INTEREST DISCLOSURES
- 4. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
- PRESENTATION OF AWARD TO VINCEN BARLOW, HILDALE CITY RECORDER
- 6. PRESENTATION OF MAYORS COMMUNITY ENGAGEMENT AWARD TO DARLENE STUBBS
- 7. PUBLIC COMMENTS
- 8. INFORMATIONAL SUMMARIES:
 - A. UDOT REPORT ON SR-59 PROJECT
- 9. COUNCIL COMMENTS
- 10. OVERSIGHT ITEMS:
 - A. FINANCIAL AND CHECK REGISTRY REVIEW AND APPROVAL
 - B. RATIFICATION OF UTILITY BOARD ACTIONS
 - C. CITY MANAGER'S REPORT
 - i. DISCUSSION AND FEEDBACK ON CODE ENFORCEMENT
 - D. PURCHASE GRASS CUTTER: PARKS DEPARTMENT
 - E. SERVICE AGREEMENT WITH SUNRISE ENGINEERING FOR UZONA AVENUE PROJECT
 - F. DISCUSSION AND POSSIBLE ACTION ON STANDARD FIBER INSTALLATION AGREEMENT
- 11. CONSENT AGENDA: NONE
- 12. APPOINTMENTS: NONE
- 13. UNFINISHED COUNCIL BUSINESS: NONE
- 14. NEW COUNCIL BUSINESS
 - A. DISCUSSION AND POSSIBLE ACTION ON INTERGOVERNMENTAL AGREEMENT FOR COLORADO CITY FIRE DISTRICT

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- 435-874-2323
- 435-874-2603
- B. TERMINATION OF LOT LEASE IN SOUTH INDUSTRIAL LOT
- C. LOT LEASE AGREEMENT WITH LORIN STEED FOR SOUTH INDUSTRIAL LOT
- D. DISCUSSION AND POSSIBLE ACTION ON SEVERANCE AGREEMENT WITH VINCEN BARLOW
- E. DISCUSSION AND POSSIBLE ACTION ON AUDITING SERVICES WITH HINTON BURDICK CPA & ADVISORS
- F. DISCUSSION AND POSSIBLE ACTION AUTHORISING IMPROVEMENTS TO MULBERRY STREET BUILDING
- G. DISCUSSION AND POSSIBLE ACTION ON LEASE AGREEMENT WITH SOUTHWEST BEHAVIORAL HEALTH
- H. DISCUSSION AND POSSIBLE ACTION ADMINISTRATIVE STAFFING AND BUDGETING
- I. DISCUSSION AND POSSIBLE ACTION ON SETTING PUBLIC HEARING FOR ADOPTION OF ORDINANCE 2020-002
- 15. PUBLIC HEARING: NONE
- 16. EXECUTIVE SESSION (AS NEEDED)
- 17. CALENDAR OF UPCOMING EVENTS:
 - A. CONTINUATION MEETING 6:30 PM (MDT), JUNE 10, 2020
 - B. BUDGET MEETING SATURDAY AT 9:00 AM (MDT), JUNE 13, 2020
 - C. FINAL BUDGET ADOPTION WEDNESDAY, JUNE 24, 2020
- 18. SCHEDULING
- 19. ADJOURNMENT

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HILDALE CITY MAYOR'S PUBLIC ENGAGEMENT AWARD

Darlene Stubbs

is thanked for the engaging in the Hildale City Community



PRESENTED BY: DONIA JESSOP, HILDALE CITY MAYOR

ON THIS DAY: June 3rd, 2020

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
						
11-31-100	PROPERTY TAX - CURRENT YEAR	122,655.79	122,655.79	95,980.00	(26,675.79)	127.8
11-31-200	PROP TAX - DELINQUENT PR YR	76,844.13	76,844.13	134,700.00	57,855.87	57.1
11-31-300	GENERAL SALES & USE TAX	220,362.91	220,362.91	269,700.00	49,337.09	81.7
11-31-301	RAP TAX	35,072.48	35,072.48	33,200.00	(1,872.48)	105.6
11-31-401	ENERGY & USE TAX	51,495.57	51,495.57	93,200.00	41,704.43	55.3
11-31-402	TELECOM LICENSE TAX	3,381.40	3,381.40	9,300.00	5,918.60	36.4
11-31-403	TRANSIENT ROOM TAX	1,717.00	1,717.00	1,000.00	(717.00)	171.7
11-31-700	FEE-IN-LIEU TX - PERSONAL PROP	15,971.26	15,971.26	39,900.00	23,928.74	40.0
11-31-900	PNLTY & INT ON DELINQ TAXES	2,922.50	2,922.50	7,900.00	4,977.50	37.0
	TOTAL TAXES	530,423.04	530,423.04	684,880.00	154,456.96	77.5
	LICENSES AND PERMITS					
11-32-100	BUSINESS LICENSE FEES	2,100.00	2,100.00	2,000.00	(100.00)	105.0
11-32-200	BUILDING PERMITS	20,064.00	20,064.00	12,000.00	(8,064.00)	167.2
11-32-300	LAND USE FEE'S	6,035.00	6,035.00	.00	(6,035.00)	.0
	TOTAL LICENSES AND PERMITS	28,199.00	28,199.00	14,000.00	(14,199.00)	201.4
	INTERGOVERNMENTAL REVENUE					
11-33-421	FD ASSISTANCE GRANT	.00	.00	1,000.00	1,000.00	.0
11-33-433	UDOT SAFE ROUTES TO SCHOOL GRA	86,520.10	86,520.10	180,000.00	93,479.90	48.1
11-33-434	2020 UDOT SRTS	.00	.00	180,000.00	180,000.00	.0
11-33-560	CLASS "C" ROAD FUND	79,835.87	79,835.87	106,500.00	26,664.13	75.0
11-33-565	HIGHWAY/TRANSIT TAX	11,636.88	11,636.88	.00	(11,636.88)	.0
11-33-581	COUNTY TOURISM GRANT	.00	.00	10,000.00	10,000.00	.0
11-33-585	2019 WATER STUDY GRANT	62,201.57	62,201.57	.00	(62,201.57)	.0
	TOTAL INTERGOVERNMENTAL REVENUE	240,194.42	240,194.42	477,500.00	237,305.58	50.3
	CHARGES FOR SERVICES					
11-34-120	GRAMA, COPYING, ETC.	187.70	187.70	200.00	12.30	93.9
11-34-130	ZONING & SUBDIVISION FEES	.00	.00	3,000.00	3,000.00	.0
11-34-191	TAX COLLECTION FEES - UT	.00	.00	100.00	100.00	.0
11-34-192	TAX COLLECTION FEES - AZ	35.03	35.03	100.00	64.97	35.0
11-34-250	FIRE DEPT SERVICES	.00	.00	50,000.00	50,000.00	.0
11-34-910	SOLID WASTE- AZ STRIP LANDFILL	17,000.00	17,000.00	20,400.00	3,400.00	83.3
11-34-911	UEP COTTONWOOD PARK MAINTENANC	11,209.44	11,209.44	36,000.00	24,790.56	31.1
11-34-912	FIBER RELATED REVENUES	.00	.00	6,000.00	6,000.00	.0
11-34-915	GARKANE SERVICES	3,501.00	3,501.00	.00	(3,501.00)	.0
	TOTAL CHARGES FOR SERVICES	31,933.17	31,933.17	115,800.00	83,866.83	27.6

		PERIOD ACTUAL	YTD ACTUAL -	BUDGET	UNEARNED	PCNT
	FINES AND FORFEITURES					
11-35-110	COURT FINES	17,870.24	17,870.24	9,400.00	(8,470.24)	190.1
11-35-210	BAIL AND BOND FORFEITURE	.00	.00	600.00	600.00	.0
	TOTAL FINES AND FORFEITURES	17,870.24	17,870.24	10,000.00	(7,870.24)	178.7
	MISCELLANEOUS REVENUE					
11-36-100	INTEREST EARNINGS - GEN FUND	11,863.22	11,863.22	6,800.00	(5,063.22)	174.5
11-36-210	RENTAL - OFFICES IN CITY BLDG	.00	.00	11,700.00	11,700.00	.0
11-36-600	SUNDRY REVENUES	483.68	483.68	.00	(483.68)	.0
11-36-800	LOT LEASES	45,047.03	45,047.03	66,600.00	21,552.97	67.6
11-36-810	LAND SALES - INDUSTRIAL PARK	32,600.00	32,600.00	32,000.00	(600.00)	101.9
11-36-910	SUNDRY REV - GEN FUND	1,926.06	1,926.06	11,000.00	9,073.94	17.5
11-36-911	CCFD EQUIPMENT REVENUE	20,000.00	20,000.00	60,000.00	40,000.00	33.3
11-36-920	SUNDRY REV - FIRE DEPT	.00	.00	50,000.00	50,000.00	.0
11-36-925	BUILDING RENTAL - FIRE DEPT.	(2,049.73)	(2,049.73)	.00	2,049.73	.0
	TOTAL MISCELLANEOUS REVENUE	109,870.26	109,870.26	238,100.00	128,229.74	46.1
	CONTRIBUTIONS AND TRANSFERS					
11-38-701	HILDALE CITY COMMUNITY OUTREAC	1,972.28	1,972.28	3,000.00	1,027.72	65.7
11-38-702	CONTRIBUTIONS-COMMUNITY OUTREA	.00	.00	4,600.00	4,600.00	.0
11-38-910	APPROP - GEN FUND BALANCE	.00	.00	100,000.00	100,000.00	.0
11-38-920	APPROP - CAPITAL PROJECTS	.00	.00	496,120.00	496,120.00	.0
11-38-928	CONTINGENCY	.00	.00	125,000.00	125,000.00	.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	1,972.28	1,972.28	728,720.00	726,747.72	.3
	TOTAL FUND REVENUE	960,462.41	960,462.41	2,269,000.00	1,308,537.59	42.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET		NEXPENDED	PCNT
	GEN GOVT ADMINISTRATION						
11-41-110	SALARIES-PERMANENT EMPLOYEES	.00	.00	25,000.00		25,000.00	.0
11-41-111	SECRETARIAL STAFF	370.66	370.66	40,000.00		39,629.34	.9
11-41-112	MAYOR	19,550.00	19,550.00	21,000.00		1,450.00	93.1
11-41-113	MANAGER	36,846.41	36,846.41	27,000.00	(9,846.41)	136.5
	TREASURER	.00	.00	10,000.00	`	10,000.00	.0
11-41-115	RECORDER	14,339.91	14,339.91	14,000.00	(339.91)	102.4
11-41-117	ATTORNEY	37,692.27	37,692.27	40,000.00	`	2,307.73	94.2
11-41-130	PAYROLL TAXES	14,569.04	14,569.04	23,000.00		8,430.96	63.3
11-41-140		10,137.72	10,137.72	.00	(10,137.72)	.0
11-41-151		8,680.00	8,680.00	5,000.00	(3,680.00)	173.6
	STIPENDS - PLANNING COMMISSION	4,060.00	4,060.00	5,000.00	`	940.00	81.2
11-41-153		.00	.00	500.00		500.00	.0
11-41-210		659.75	659.75	500.00	(159.75)	132.0
11-41-220	,	201.78	201.78	1,000.00	(798.22	20.2
		531.81	531.81	3,000.00		2,468.19	17.7
		879.70	879.70	1,500.00		620.30	58.7
11-41-240		1,179.15	1,179.15	2,000.00		820.85	59.0
	COPIER & PRINTER	1,092.10	1,092.10	2,000.00		907.90	54.6
	SERVICE FEES	52.43	52.43	.00	,	52.43)	.0
11-41-244		2,138.42	2,138.42	1,000.00	(1,138.42)	213.8
11-41-250		94.75	94.75	500.00	(405.25	19.0
11-41-257		1,488.51	1,488.51	2,000.00		511.49	74.4
11-41-260		.00	.00	1,000.00		1,000.00	.0
11-41-271	MAINT & SUPPLY - BUILDING						.0 47.7
	MAINT & SUPPLY - IT	1,335.91 192.05	1,335.91 192.05	2,800.00		1,464.09 807.95	19.2
				1,000.00			
11-41-280		3,707.77	3,707.77	5,000.00	,	1,292.23	74.2
		3,037.00	3,037.00	2,000.00	(1,037.00)	151.9
		3,135.96	3,135.96	2,000.00	(1,135.96)	156.8
11-41-310		5,894.58	5,894.58	16,200.00		10,305.42	36.4
11-41-311		.00	.00	3,500.00		3,500.00	.0
	AUDITOR	16,861.11	16,861.11	30,600.00	,	13,738.89	55.1
11-41-315		4,779.08	4,779.08	.00	(4,779.08)	.0
11-41-316		804.53	804.53	.00	(804.53)	.0
11-41-317		2,171.51	2,171.51	5,100.00	,	2,928.49	42.6
11-41-318		11,208.69	11,208.69	.00	(11,208.69)	.0
	CONTINGENCY	.00	.00	100,000.00		100,000.00	.0
11-41-330		2,089.50	2,089.50	10,000.00		7,910.50	20.9
11-41-350	ELECTIONS	664.61	664.61	.00	(664.61)	.0
11-41-510	INSURANCE	32,080.58	32,080.58	30,500.00	(1,580.58)	105.2
11-41-521	CREDIT CARD EXPENSE	1,040.47	1,040.47	.00	(1,040.47)	.0
11-41-741		.00	.00	5,000.00		5,000.00	.0
11-41-743	EQUIPMENT - VEHICLE	260.00	260.00	3,000.00		2,740.00	8.7
11-41-914	TRANSFER TO FUND 63	36,666.63	36,666.63	40,000.00		3,333.37	91.7
11-41-916	TRANSFER TO FUND 64	16,408.37	16,408.37	17,900.00		1,491.63	91.7
11-41-960	TRANSFER TO FUND 45 CAP PROJ	.00	.00	12,000.00		12,000.00	.0
	TOTAL GEN GOVT ADMINISTRATION	296,902.76	296,902.76	511,600.00		214,697.24	58.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MUNICIPAL COURT					
11-42-110	SALARIES-PERMANENT EMPLOYEES	6,634.58	6,634.58	11,300.00	4,665.42	58.7
11-42-130	PAYROLL TAXES & BENEFITS	507.38	507.38	900.00	392.62	56.4
11-42-140	BENEFITS-OTHER	.00	.00	300.00	300.00	.0
11-42-210	BOOKS, SUBSCR, & MEMBERSHIPS	.00	.00	100.00	100.00	.0
11-42-230	TRAVEL	.00	.00	600.00	600.00	.0
11-42-310	PROFESSIONAL & TECHNICAL	860.00	860.00	.00	(860.00)	.0
11-42-330	EDUCATION	.00	.00	400.00	400.00	.0
11-42-550	FINES, SURCHARGES - AOC	.00	.00	3,000.00	3,000.00	.0
11-42-552	BAIL, BOND PAYMENT RELEASE	285.00	285.00	.00	(285.00)	.0
11-42-960	TRANSFER TO FUND 45 CAP PROJ	.00	.00	300.00	300.00	.0
	TOTAL MUNICIPAL COURT	8,286.96	8,286.96	16,900.00	8,613.04	49.0
	POLICE DEPARTMENT					
11-43-140	BENEFITS-OTHER	.00	.00	1,600.00	1,600.00	.0
11-43-287	TELEPHONE	3,431.44	3,431.44	2,000.00	(1,431.44)	171.6
11-43-310	PROFESSIONAL & TECHNICAL	15,994.20	15,994.20	10,000.00	(5,994.20)	159.9
11-43-960	TRANSFER TO FUND 45 CAP PROJ	.00	.00	25,000.00	25,000.00	.0
11-43-980	INTRA-GOVT CHARGES	102,273.55	102,273.55	230,000.00	127,726.45	44.5
	TOTAL POLICE DEPARTMENT	121,699.19	121,699.19	268,600.00	146,900.81	45.3
	FIRE DEPARTMENT					
11-44-510	INSURANCE	359.16	359.16	800.00	440.84	44.9
11-44-620	MISC. SERVICES	.00	.00	50,000.00	50,000.00	.0
11-44-850	DEBT SERVICE - VEHICLE & EQUIP	78,895.00	78,895.00	110,000.00	31,105.00	71.7
11-44-952	STATE GRANT OFFSET	12,458.26	12,458.26	.00	(12,458.26)	.0
11-44-960	TRANSFER TO FUND 45 CAP PROJ	.00	.00	92,300.00	92,300.00	.0
11-44-980	INTRA-GOVT CHARGES	47,250.00	47,250.00	90,000.00	42,750.00	52.5
	TOTAL FIRE DEPARTMENT	138,962.42	138,962.42	343,100.00	204,137.58	40.5
	BUILDING DEPARTMENT					
11-45-110	SALARIES-PERMANENT EMPLOYEES	52,704.02	52,704.02	40,000.00	(12,704.02)	131.8
11-45-130	PAYROLL TAXES	.00	.00	4,000.00	4,000.00	.0
11-45-140	BENEFITS-OTHER	.00	.00	14,000.00	14,000.00	.0
11-45-210	BOOKS, SUBSCR, & MEMBERSHIPS	.00	.00	300.00	300.00	.0
11-45-250	EQUIPMENT SUPPLIES & MAINT	.00	.00	1,900.00	1,900.00	.0
11-45-311	ENGINEER	1,293.75	1,293.75	.00	(1,293.75)	.0
11-45-330	EDUCATION	739.00	739.00	2,100.00	1,361.00	35.2
11-45-550	SURCHARGES FOR BLDG PERMITS	.00	.00	100.00	100.00	.0
11-45-960	TRANSFER TO FUND 45 CAP PROJ	.00	.00	62,400.00	62,400.00	.0
	TOTAL BUILDING DEPARTMENT	54,736.77	54,736.77	124,800.00	70,063.23	43.9

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC SAFETY DISPATCH					
11-46-980	INTRA-GOVT CHARGES	8,773.20	8,773.20	15,600.00	6,826.80	56.2
	TOTAL PUBLIC SAFETY DISPATCH	8,773.20	8,773.20	15,600.00	6,826.80	56.2
	PUBLIC WORKS - STREETS & ROADS					
11-47-110	SALARIES-PERMANENT EMPLOYEES	69,000.69	69,000.69	90,000.00	20,999.31	76.7
11-47-130	PAYROLL TAXES	1,225.19	1,225.19	6,800.00	5,574.81	18.0
11-47-140	BENEFITS-OTHER	.00	.00	36,000.00	36,000.00	.0
11-47-230		.00	.00	500.00	500.00	.0
11-47-250	EQUIPMENT SUPPLIES & MAINT	6,797.89	6,797.89	10,000.00	3,202.11	68.0
11-47-255	EQUIPMENT RENT OR LEASE	.00	.00	15,000.00	15,000.00	.0
11-47-257		2,959.04	2,959.04	10,600.00	7,640.96	27.9
11-47-260	TOOLS & EQUIPMENT-NON CAPITAL	.00	.00	6,000.00	6,000.00	.0
11-47-273	MAINT & SUPPLY - SYSTEM	.00	.00	23,200.00	23,200.00	.0
11-47-275	STREET LIGHTS	4,593.00	4,593.00	5,300.00	707.00	86.7
11-47-200		.00	.00	5,600.00	5,600.00	.0
11-47-330	EDUCATION	.00	.00	800.00	800.00	.0
11-47-410	SPEC DEPT MATERIALS & SUPPLIES	.00	.00	30,000.00	30,000.00	.0
11-47-510	INSURANCE	1,351.35	1,351.35	3,600.00	2,248.65	37.5
11-47-850	DEBT SERVICE	15,136.98	15,136.98	30,000.00	14,863.02	50.5
11-47-953	SAFE ROUTES TO SCHOOL	10,296.50	10,296.50		(10,296.50)	.0
11-47-954	LOT 33 OBLIGATION	10,912.62	10,912.62	100,000.00	89,087.38	10.9
	SRTS 2020	634.25	634.25	180,000.00	179,365.75	.4
11-47-960	TRANSFER TO FUND 45 CAP PROJ	.00	.00	192,000.00	192,000.00	.0
11-47-300	TIVINGI EN TO LOND 40 ON THE			132,000.00		
	TOTAL PUBLIC WORKS - STREETS & ROADS	122,907.51	122,907.51	745,400.00	622,492.49	16.5
	PUBLIC WORKS - PARKS					
11-48-110	SALARIES-PERMANENT EMPLOYEES	42,856.08	42,856.08	104,000.00	61,143.92	41.2
11-48-130	PAYROLL TAXES	.00	.00	8,100.00	8,100.00	.0
11-48-140	BENEFITS-OTHER	.00	.00	18,900.00	18,900.00	.0
11-48-210	BOOKS, SUBSCR, & MEMBERSHIPS	.00	.00	800.00	800.00	.0
11-48-230	TRAVEL, MEETINGS, AND TRAINING	.00	.00	400.00	400.00	.0
11-48-250	EQUIPMENT SUPPLIES & MAINT	1,229.08	1,229.08	2,600.00	1,370.92	47.3
11-48-257		1,876.71	1,876.71	600.00	(1,276.71)	312.8
11-48-260		.00	.00	400.00	400.00	.0
11-48-272		12,660.04	12,660.04	7,000.00	(5,660.04)	180.9
11-48-273	MAINT & SUPPLY - SYSTEM	2,714.50	2,714.50	10,000.00	7,285.50	27.2
11-48-280	UTILITIES	3,228.37	3,228.37	6,600.00	3,371.63	48.9
11-48-285		2,782.31	2,782.31	5,200.00	2,417.69	53.5
11-48-330	EDUCATION	85.00	85.00	400.00	315.00	21.3
11-48-510	INSURANCE	.00	.00	3,200.00	3,200.00	.0
	TOTAL PUBLIC WORKS - PARKS	67,432.09	67,432.09	168,200.00	100,767.91	40.1

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY OUTREACH DEPARTMENT					
11-49-110	SALARIES-PERMANENT EMPLOYEES	2,096.36	2,096.36	40,000.00	37,903.64	5.2
11-49-130	PAYROLL TAXES	160.40	160.40	.00	(160.40)	.0
11-49-140	BENEFITS-OTHER	.00	.00	1,800.00	1,800.00	.0
11-49-274	EQUIPMENT PURCHASE	2,869.16	2,869.16	10,000.00	7,130.84	28.7
11-49-410	SPECIAL PROJECT	87.91	87.91	13,000.00	12,912.09	.7
11-49-952	COUNTY TOURISM - GRANT OFFSET	.00	.00	10,000.00	10,000.00	.0
	TOTAL COMMUNITY OUTREACH DEPARTME	5,213.83	5,213.83	74,800.00	69,586.17	7.0
	TOTAL FUND EXPENDITURES	824,914.73	824,914.73	2,269,000.00	1,444,085.27	36.4
	NET REVENUE OVER EXPENDITURES	135,547.68	135,547.68	.00	(135,547.68)	.0

GF DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 34					
31-34-801	TRANS FOR LADDER TRUCK PMT	.00	.00	60,000.00	60,000.00	.0
31-34-802	TRANS FOR CIB EQUIP BOND PMT	78,895.00	78,895.00	79,000.00	105.00	99.9
31-34-803	2018 CIB DETENTION POND	.00	.00	30,000.00	30,000.00	.0
	TOTAL SOURCE 34	78,895.00	78,895.00	169,000.00	90,105.00	46.7
	TOTAL FUND REVENUE	78,895.00	78,895.00	169,000.00	90,105.00	46.7

GF DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE DEPT DEBT SERVICE					
31-44-711	FIRE EQ 2015 BOND DEBT SERVICE	71,000.00	71,000.00	69,000.00	(2,000.00)	102.9
31-44-712	FIRE EQ 2015 BOND INTEREST	7,824.60	7,824.60	10,000.00	2,175.40	78.3
31-44-721	LADDER TRUCK DEBT PRINCIPAL	.00	.00	56,200.00	56,200.00	.0
31-44-722	LADDER TRUCK DEBT INTEREST	.00	.00	3,800.00	3,800.00	.0
31-44-723	2018 CIB DETENTION POND	18,000.00	18,000.00	30,000.00	12,000.00	60.0
31-44-724	2018 CIB DETEN POND INTEREST	11,250.00	11,250.00	.00	(11,250.00)	.0
	TOTAL FIRE DEPT DEBT SERVICE	108,074.60	108,074.60	169,000.00	60,925.40	64.0
	TOTAL FUND EXPENDITURES	108,074.60	108,074.60	169,000.00	60,925.40	64.0
	NET REVENUE OVER EXPENDITURES	(29,179.60)	(29,179.60)	.00	29,179.60	.0

HILDALE CITY GRANTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL REVENUE					
41-33-801	LIQUOR FUND ALLOTMENT	1,601.93	1,601.93	2,000.00	398.07	80.1
41-33-802	JAG GRANT	.00	.00	6,000.00	6,000.00	.0
41-33-803	PD BEMS GRANT	.00	.00	7,500.00	7,500.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	1,601.93	1,601.93	15,500.00	13,898.07	10.3
	SOURCE 34					
41-34-801	FD ASSIST PERCAPITA GRANT	9,169.00	9,169.00	14,700.00	5,531.00	62.4
41-34-802	FD BEMS GRANT	4,454.00	4,454.00	4,500.00	46.00	99.0
	TOTAL SOURCE 34	13,623.00	13,623.00	19,200.00	5,577.00	71.0
	SOURCE 36					
41-36-800	LOCAL PARTICIPATION MATCH	.00	.00	22,500.00	22,500.00	.0
41-36-801	USDA PSAP DISPATCH GRANT	.00	.00	27,500.00	27,500.00	.0
	TOTAL SOURCE 36	.00	.00	50,000.00	50,000.00	.0
	SOURCE 37					
41-37-411	INTEREST	275.80	275.80	.00	(275.80)	.0
	TOTAL SOURCE 37	275.80	275.80	.00	(275.80)	.0
	TOTAL FUND REVENUE	15,500.73	15,500.73	84,700.00	69,199.27	18.3

HILDALE CITY GRANTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE GRANTS/LOANS/ALLOTMENTS					
41-43-212	DUI PATROL & ALLOTMENT EXP	.00	.00	2,000.00	2,000.00	.0
41-43-702	POLICE JAG GRANT EXPENSE	.00	.00	6,000.00	6,000.00	.0
41-43-703	POLICE BEMS GRANT EXPENSE	.00	.00	7,500.00	7,500.00	.0
	TOTAL POLICE GRANTS/LOANS/ALLOTMEN	.00	.00.	15,500.00	15,500.00	.0
	FIRE GRANTS/LOANS/ALLOTMENTS					
41-44-220	FD ASSISTANCE GRANT EXPENSE	1,156.09	1,156.09	14,700.00	13,543.91	7.9
41-44-250	FD BEMS GRANT EXPENSE	4,389.50	4,389.50	4,500.00	110.50	97.5
	TOTAL FIRE GRANTS/LOANS/ALLOTMENTS	5,545.59	5,545.59	19,200.00	13,654.41	28.9
	PSAP GRANTS/LOANS/ALLOTMENTS					
41-46-700	USDA PSAP DISPATCH GRANT EXP.	.00	.00	50,000.00	50,000.00	.0
	TOTAL PSAP GRANTS/LOANS/ALLOTMENTS	.00	.00	50,000.00	50,000.00	.0
	TOTAL FUND EXPENDITURES	5,545.59	5,545.59	84,700.00	79,154.41	6.6
	NET REVENUE OVER EXPENDITURES	9,955.14	9,955.14	.00	(9,955.14)	.0

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 31					
45-31-800	CAP PROJ TRANS ADMIN DEPT	.00	.00	12,000.00	12,000.00	.0
	TOTAL SOURCE 31	.00	.00	12,000.00	12,000.00	.0
	SOURCE 32					
45-32-800	CAP PROJ TRANS JUSTICE COURT	.00	.00	300.00	300.00	.0
	TOTAL SOURCE 32	.00	.00	300.00	300.00	.0
	CAPITAL PROJ. REV. TRANSFERS					
45-33-433 45-33-800	UDOT SRTS GRANT CAP PROJ TRANS POLICE DEPT	(82,725.22) .00	(82,725.22) .00	.00 25,000.00	82,725.22 25,000.00	.0
	TOTAL CAPITAL PROJ. REV. TRANSFERS	(82,725.22)	(82,725.22)	25,000.00	107,725.22	(330.9)
	SOURCE 35					
45-35-800	CAP PROJ TRANS BUILDING DEPT	.00	.00	2,400.00	2,400.00	.0
	TOTAL SOURCE 35	.00	.00	2,400.00	2,400.00	.0
	SOURCE 37					
45-37-800	CAP PROJ TRANS STREETS & ROADS	(1,777.77)	(1,777.77)	372,000.00	373,777.77	(.5)
	TOTAL SOURCE 37	(1,777.77)	(1,777.77)	372,000.00	373,777.77	(.5)
	SOURCE 38					
45-38-800	CAP PROJ TRANS PARKS DEPT	.00	.00	80,000.00	80,000.00	.0
	TOTAL SOURCE 38	.00	.00	80,000.00	80,000.00	.0
	TOTAL FUND REVENUE	(84,502.99)	(84,502.99)	491,700.00	576,202.99	(17.2)

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAP PROJECTS ADMIN DEPT					
45-41-990	APPROPRIATION FOR FUND BALANCE	.00	.00	12,000.00	12,000.00	.0
	TOTAL CAP PROJECTS ADMIN DEPT	.00	.00	12,000.00	12,000.00	.0
	CAP PROJECTS JUSTICE COURT					
45-42-990	APPROPRIATION FOR FUND BALANCE	.00	.00	300.00	300.00	.0
	TOTAL CAP PROJECTS JUSTICE COURT	.00	.00	300.00	300.00	.0
	CAP PROJECTS POLICE DEPT.					
45-43-720	BUILDINGS - POLICE DEPARTMENT	25,000.00	25,000.00	25,000.00	.00	100.0
	TOTAL CAP PROJECTS POLICE DEPT.	25,000.00	25,000.00	25,000.00	.00	100.0
	CAP PROJECTS BUILDING DEPT.					
45-45-742 45-45-990	GENERAL PLANNING - COMMUNITY D APPROPRIATION FOR FUND BALANCE	.00 .00	.00 .00	25,000.00 37,400.00	25,000.00 37,400.00	.0 .0
	TOTAL CAP PROJECTS BUILDING DEPT.	.00	.00	62,400.00	62,400.00	.0
	CAP PROJECTS STREETS & ROADS					
45-47-730	SYSTEM & INFRASTRUCTURE IMP	.00	.00	180,000.00	180,000.00	.0
45-47-990	APPROPRIATION FOR FUND BALANCE	.00	.00	192,000.00	192,000.00	.0
	TOTAL CAP PROJECTS STREETS & ROADS	.00	.00	372,000.00	372,000.00	.0
	CAP PROJECTS PARKS DEPT.					
45-48-990	APPROPRIATION FOR FUND BALANCE	.00	.00	20,000.00	20,000.00	.0
	TOTAL CAP PROJECTS PARKS DEPT.	.00	.00	20,000.00	20,000.00	.0
	DEPARTMENT 49					
45-49-990	APPROPRIATION FOR FUND BALANCE	(9,891.50)	(9,891.50)	.00	9,891.50	.0
	TOTAL DEPARTMENT 49	(9,891.50)	(9,891.50)	.00	9,891.50	.0

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	15,108.50	15,108.50	491,700.00	476,591.50	3.1
NET REVENUE OVER EXPENDITURES	(99,611.49)	(99,611.49)	.00	99,611.49	.0

2017 JUDGMENT RESOLUTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET UNEXPENDED		PCNT
	REVENUES					
63-38-101	TRANSFER FROM GENERAL FUND	36,666.63	36,666.63	40,000.00	3,333.37	91.7
63-38-102	TRANSFER FROM WATER FUND	12,191.63	12,191.63	13,600.00	1,408.37	89.6
63-38-103	TRANSFER FROM WASTEWATER	12,191.63	12,191.63	13,300.00	1,108.37	91.7
63-38-105	TRANSFER FROM GAS FUND	12,466.63	12,466.63	13,600.00	1,133.37	91.7
	TOTAL REVENUES	73,516.52	73,516.52	80,500.00	6,983.48	91.3
	TOTAL FUND REVENUE	73,516.52	73,516.52	80,500.00	6,983.48	91.3

2017 JUDGMENT RESOLUTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
63-41-310	PROFESSIONAL & TECHNICAL	34,839.42	34,839.42	60,500.00	25,660.58	57.6
63-41-315	LEGAL - GENERAL	28,461.51	28,461.51	20,000.00	(8,461.51)	142.3
	TOTAL EXPENDITURES	63,300.93	63,300.93	80,500.00	17,199.07	78.6
	TOTAL FUND EXPENDITURES	63,300.93	63,300.93	80,500.00	17,199.07	78.6
	NET REVENUE OVER EXPENDITURES	10,215.59	10,215.59	.00	(10,215.59)	.0

LITIGATION DEFENSE FUND

		PERIOD ACTUAL YTD ACTUAL BUDGET		UNEXPENDED	PCNT	
	REVENUES					
64-38-101	TRANSFER FROM GENERAL FUND	16,408.37	16,408.37	17,900.00	1,491.63	91.7
64-38-102	TRANSFER FROM WATER FUND	16,408.37	16,408.37	17,900.00	1,491.63	91.7
64-38-103	TRANSFER FROM WASTEWATER	16,408.37	16,408.37	17,900.00	1,491.63	91.7
64-38-105	TRANSFER FROM GAS FUND	16,408.37	16,408.37	17,900.00	1,491.63	91.7
	TOTAL REVENUES	65,633.48	65,633.48	71,600.00	5,966.52	91.7
	TOTAL FUND REVENUE	65,633.48	65,633.48	71,600.00	5,966.52	91.7

LITIGATION DEFENSE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
64-41-110	SALARIES-PERMANENT EMPLOYEES	1,641.10	1,641.10	.00	(1,641.10)	.0
64-41-230	TRAVEL	.00	.00	2,700.00	2,700.00	.0
64-41-250	EQUIPMENT SUPPLIES & MAINT	116.84	116.84	.00	(116.84)	.0
64-41-316	LEGAL - LITIGATION DEFENSE	.00	.00	68,900.00	68,900.00	.0
64-41-911	JUDGMENTS AND LOSSES	68,933.37	68,933.37	.00	(68,933.37)	.0
	TOTAL EXPENDITURES	70,691.31	70,691.31	71,600.00	908.69	98.7
	TOTAL FUND EXPENDITURES	70,691.31	70,691.31	71,600.00	908.69	98.7
	NET REVENUE OVER EXPENDITURES	(5,057.83)	(5,057.83)	.00	5,057.83	.0

JOINT ADMINISTRATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
65-38-102	TRANSFER FROM WATER FUND	279,702.50	279,702.50	305,130.00	25,427.50	91.7
65-38-103	TRANSFER FROM WASTEWATER	421,666.63	421,666.63	403,232.00	(18,434.63)	104.6
65-38-105	TRANSFER FROM GAS FUND	286,735.13	286,735.13	312,802.00	26,066.87	91.7
65-38-900	SUNDRY REVENUES	9,353.50	9,353.50	.00	(9,353.50)	.0
	TOTAL REVENUES	997,457.76	997,457.76	1,021,164.00	23,706.24	97.7
	TOTAL FUND REVENUE	997,457.76	997,457.76	1,021,164.00	23,706.24	97.7

JOINT ADMINISTRATION FUND

		PER	IOD ACTUAL		YTD ACTUAL	BUDGET		UNEXPENDED	PCNT
	EXPENDITURES								
65-41-110	SALARIES-PERMANENT EMPLOYEES		348,090.36		348,090.36	445,568.00		97,477.64	78.1
	ATTORNEY SALARY		22,307.67		22,307.67	40,000.00		17,692.33	55.8
65-41-130	PAYROLL TAXES		50,219.14		50,219.14	46,294.00	(3,925.14)	108.5
65-41-140	BENEFITS-OTHER		73,702.83		73,702.83	100,470.00	`	26,767.17	73.4
65-41-144	PRINT AND POSTAGE		5,008.44		5,008.44	10,000.00		4,991.56	50.1
65-41-150	STIPENDS - UTILITY BOARD		8,500.00		8,500.00	11,700.00		3,200.00	72.7
65-41-160	MERCHANT PROCESSING		11,914.96		11,914.96	30,000.00		18,085.04	39.7
65-41-165	CAPITAL BUILDING		.00		.00	2,000.00		2,000.00	.0
	CAPITAL EQUIPMENT		.00		.00	3,000.00		3,000.00	.0
65-41-175	CAPITAL RESERVES PURCHASES		.00		.00	12,000.00		12,000.00	.0
65-41-230	TRAVEL		318.98		318.98	.00		318.98)	.0
65-41-235	FOOD & REFRESHMENT		2,037.26		2,037.26	6,000.00	•	3,962.74	34.0
65-41-240	OFFICE EXPENSE & SUPPLIES		1,363.20		1,363.20	.00	(1,363.20)	.0
65-41-250	EQUIPMENT SUPPLIES & MAINT		17,625.28		17,625.28	26,500.00	,	8,874.72	66.5
65-41-257			19,675.63		19,675.63	28,000.00		8,324.37	70.3
65-41-260	TOOLS & EQUIPMENT-NON CAPITAL		20,933.83		20,933.83	26,000.00		5,066.17	80.5
65-41-271	MAINT & SUPPLY - OFFICE		4,292.18		4,292.18	4,000.00	(292.18)	107.3
65-41-280	UTILITIES		14,020.65		14,020.65	14,000.00	,	20.65)	100.2
65-41-285			6,196.30		6,196.30	12,900.00	`	6,703.70	48.0
65-41-287	TELEPHONE		4,593.66		4,593.66	.00	(4,593.66)	.0
65-41-310	PROFESSIONAL & TECHNICAL		12,799.79		12,799.79	25,300.00	•	12,500.21	50.6
65-41-313	AUDITOR		31,633.69		31,633.69	25,000.00	(6,633.69)	126.5
65-41-315	LEGAL - GENERAL		130.00		130.00	5,000.00	•	4,870.00	2.6
65-41-317	INFORMATION TECHNOLOGY - CONS		7,725.12		7,725.12	.00		7,725.12)	.0
65-41-318	INFORMATION TECHNOLOGY - SOFTW		5,703.56		5,703.56	.00		5,703.56)	.0
65-41-319	INFORMATION TECHNOLOGY - SYSTE		19.75		19.75	.00	(19.75)	.0
65-41-330	EDUCATION		1,229.70		1,229.70	9,000.00	•	7,770.30	13.7
65-41-510	INSURANCE		80,519.30		80,519.30	130,000.00		49,480.70	61.9
65-41-521	CREDIT CARD EXPENSE		1,532.50		1,532.50	.00	(1,532.50)	.0
65-41-720	BUILDINGS		2,648.19		2,648.19	10,000.00	•	7,351.81	26.5
65-41-741	EQUIPMENT - OFFICE		1,599.88		1,599.88	3,200.00		1,600.12	50.0
65-41-780	RESERVE PURCHASES		3,494.66		3,494.66	.00	(3,494.66)	.0
65-41-850	DEBT SERVICE - VEHICLE & EQUIP		15,757.04		15,757.04	11,000.00	(4,757.04)	143.3
65-41-900	AUTOMATIC PAYMENT INCENTIVE	(199.98)	(199.98)	3,000.00	,	3,199.98	(6.7)
65-41-901	SURVEY INCENTIVE PROGRAM	(200.00)	(200.00)	11,000.00		11,200.00	(1.8)
65-41-960	TRANSFERS TO RESERVE FUNDS		.00	_	.00	27,000.00		27,000.00	.0
	TOTAL EXPENDITURES		775,193.57		775,193.57	1,077,932.00		302,738.43	71.9
	TOTAL FUND EXPENDITURES		775,193.57		775,193.57	1,077,932.00		302,738.43	71.9
	NET REVENUE OVER EXPENDITURES		222,264.19	_	222,264.19	(56,768.00)	(279,032.19)	391.5

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING REVENUES					
81-37-111	WATER SALES - METERED	293,856.79	293,856.79	247,279.00	(46,577.79)	118.8
81-37-121	WATER SALES - FLAT RATE	309,053.08	309,053.08	327,651.00	18,597.92	94.3
81-37-331	CONNECTION CHARGES	17,735.00	17,735.00	25,000.00	7,265.00	70.9
81-37-332	CONSTRUCTION	24,696.35	24,696.35	62,400.00	37,703.65	39.6
81-37-411	INTEREST	8,025.39	8,025.39	3,600.00	(4,425.39)	222.9
81-37-412	PENALTIES	150,668.02	150,668.02	50,000.00	(100,668.02)	301.3
	TOTAL OPERATING REVENUES	804,034.63	804,034.63	715,930.00	(88,104.63)	112.3
	NON-OPERATING REVENUE					
81-38-440	SUNDRY NON-OPERATING REVENUE	.00	.00	5,000.00	5,000.00	.0
81-38-450	TRANSFERS FROM R&R RESERVES	.00	.00	150,000.00	150,000.00	.0
81-38-999	CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
	TOTAL NON-OPERATING REVENUE	.00	.00	355,000.00	355,000.00	
	TOTAL FUND REVENUE	804,034.63	804,034.63	1,070,930.00	266,895.37	75.1

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNE	XPENDED	PCNT
	OPERATING EXPENDITURES						
81-41-210	BOOKS, SUBSCR, & MEMBERSHIPS	970.00	970.00	1,500.00		530.00	64.7
81-41-230	TRAVEL	3,393.34	3,393.34	4,600.00		1,206.66	73.8
81-41-235	FOOD & REFRESHMENT	31.53	31.53	600.00		568.47	5.3
81-41-250	EQUIPMENT SUPPLIES & MAINT	46.86	46.86	16,000.00		15,953.14	.3
81-41-257	FUEL	27.03	27.03	200.00		172.97	13.5
81-41-260	TOOLS & EQUIPMENT-NON CAPITAL	2.470.55	2,470.55	5.000.00		2.529.45	49.4
81-41-273	MAINT & SUPPLY - SYSTEM	40.973.02	40,973.02	58,000.00		17,026.98	70.6
81-41-285	POWER	96,909.84	96,909.84	80.000.00	(16,909.84)	121.1
81-41-311	ENGINEER	23,541.00	23,541.00	5,000.00	ì	18,541.00)	470.8
81-41-314	LABORATORY & TESTING	7,133.00	7,133.00	8,000.00	`	867.00	89.2
81-41-315	LEGAL - GENERAL	.00	.00	1,000.00		1,000.00	.0
81-41-330	EDUCATION	245.00	245.00	4,000.00		3,755.00	6.1
81-41-340	SYSTEM CONSTRUCTION SERVICES	580.00	580.00	2,000.00		1,420.00	29.0
81-41-341	CONST-CUSTOMER'S INSTALLATION	9,437.49	9,437.49	62,400.00		52,962.51	15.1
81-41-432	SPECIAL DEPT SUPPLIES	6,830.01	6,830.01	18,500.00		11,669.99	36.9
81-41-434	2019 WATER GRANT	90,644.45	90,644.45	.00	(90,644.45)	.0
81-41-580	RENT OR LEASE	1,180.84	1,180.84	.00	Ì	1,180.84)	.0
81-41-780	RESERVE PURCHASES	9,630.00	9,630.00	.00	(9,630.00)	.0
	TOTAL OPERATING EXPENDITURES	294,043.96	294,043.96	266,800.00	(27,243.96)	110.2
	NON-OPERATING EXPENDITURES						
81-42-560	BAD DEBT EXPENSE	.00	.00	2,000.00		2,000.00	.0
81-42-730	IMPROVEMENTS OTHER THAN BLDGS	.00	.00	2,200.00		2,200.00	.0
81-42-742	EQUIPMENT - FIELD	.00	.00	2,500.00		2,500.00	.0
81-42-755	AZ STATE TAX SETTLEMENT	150,000.00	150,000.00	150,000.00		.00	100.0
81-42-780	RESERVE PURCHASES	7,484.69	7,484.69	.00	(7,484.69)	.0
81-42-815	PRINC. & INT W.RIGHTS LOAN	37,858.26	37,858.26	41,300.00	(3,441.74	91.7
81-42-911	TRANSFERS TO JOINT ADMIN FUND	279,702.50	279,702.50	305,130.00		25,427.50	91.7
81-42-912	TRANSFERS TO LITIGATION	16,408.37	16,408.37	17,900.00		1,491.63	91.7
81-42-914	TRANSFERS TO 2017 JMT RES FUND	12,191.63	12,191.63	13,300.00		1,108.37	91.7
81-42-960	TRANSFERS TO RESERVE FUNDS	.00	.00	69,800.00		69.800.00	.0
81-42-999	CONTINGENCY	.00	.00	200,000.00		200,000.00	.0
	TOTAL NON-OPERATING EXPENDITURES	503,645.45	503,645.45	804,130.00		300,484.55	62.6
	TOTAL FUND EXPENDITURES	797,689.41	797,689.41	1,070,930.00		273,240.59	74.5
	NET REVENUE OVER EXPENDITURES	6,345.22	6,345.22	.00	(6,345.22)	.0

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING REVENUES					
82-37-311	SERVICE CHARGES	580,246.82	580,246.82	640,265.00	60,018.18	90.6
82-37-312	SERVICE CHARGES - CPMCWID	132,031.56	132,031.56	145,000.00	12,968.44	91.1
82-37-331	CONNECTION CHARGES	(2,320.00)	(2,320.00)	10,000.00	12,320.00	(23.2)
82-37-332	SERVICING CUSTOMER INSTALL	9,735.88	9,735.88	20,000.00	10,264.12	48.7
82-37-411	INTEREST	15,952.32	15,952.32	4,500.00	(11,452.32)	354.5
82-37-440	SUNDRY NON-OPERATING REVENUE	1,000.00	1,000.00	.00	(1,000.00)	.0
82-37-451	IMPACT FEE	9,000.00	9,000.00	10,000.00	1,000.00	90.0
82-37-452	IMPACT FEE - CPMCWID	48,950.00	48,950.00	10,000.00	(38,950.00)	489.5
	TOTAL OPERATING REVENUES	794,596.58	794,596.58	839,765.00	45,168.42	94.6
	NON-OPERATING REVENUES					
82-38-102	TRANSFERS FROM R&R RESERVE	.00	.00	55,000.00	55,000.00	.0
82-38-999	CONTINGENCY	.00	.00.	200,000.00	200,000.00	.0
	TOTAL NON-OPERATING REVENUES	.00	.00	255,000.00	255,000.00	.0
	TOTAL FUND REVENUE	794,596.58	794,596.58	1,094,765.00	300,168.42	72.6

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING EXPENDITURES					
82-41-210	BOOKS, SUBSCR, & MEMBERSHIPS	2,729.00	2,729.00	500.00	(2,229.00)	545.8
82-41-230	TRAVEL	1,352.59	1,352.59	4,600.00	3,247.41	29.4
82-41-250	EQUIPMENT SUPPLIES & MAINT	1,425.16	1,425.16	8,000.00	6,574.84	17.8
82-41-257	FUEL	1,659.32	1,659.32	2,500.00	840.68	66.4
82-41-260	TOOLS & EQUIPMENT-NON CAPITAL	1,413.94	1,413.94	7,000.00	5,586.06	20.2
82-41-273	MAINTENANCE & SUPPLY - SYSTEM	26,468.98	26,468.98	55,000.00	28,531.02	48.1
82-41-285	POWER	14,752.37	14,752.37	36,000.00	21,247.63	41.0
82-41-311	ENGINEER	.00	.00	500.00	500.00	.0
82-41-314	LABORATORY & TESTING	.00	.00	1,500.00	1,500.00	.0
82-41-315	LEGAL - GENERAL	.00	.00	1,000.00	1,000.00	.0
82-41-330	EDUCATION	.00	.00	5,000.00	5,000.00	.0
82-41-340	SYSTEM CONSTRUCTION SERVICES	.00	.00	5,000.00	5,000.00	.0
82-41-341	CONST-CUSTOMER'S INSTALLATION	214.50	214.50	20,000.00	19,785.50	1.1
	TOTAL OPERATING EXPENDITURES	50,015.86	50,015.86	146,600.00	96,584.14	34.1
	NON-OPERATING EXPENSES					
82-42-560	BAD DEBT EXPENSE	.00	.00	1,500.00	1,500.00	.0
82-42-720	BUILDINGS	.00	.00	5,000.00	5,000.00	.0
82-42-742	EQUIPMENT - FIELD	.00	.00	5,400.00	5,400.00	.0
82-42-780	RESERVE PURCHASES	24,197.75	24,197.75	55,000.00	30,802.25	44.0
82-42-812	PRINCIPAL ON BONDS - RDA B	32,582.53	32,582.53	33,500.00	917.47	97.3
82-42-813	PRINCIPAL ON BONDS - RDA - C	5,201.87	5,201.87	6,400.00	1,198.13	81.3
82-42-816	PRINCIPAL ON BONDS - DWQ	80,000.00	80,000.00	80,000.00	.00	100.0
82-42-822	INTEREST ON BONDS - RDA - B	44,493.47	44,493.47	69,300.00	24,806.53	64.2
82-42-823	INTEREST ON BONDS - RDA - C	9,378.13	9,378.13	13,100.00	3,721.87	71.6
82-42-911	TRANSFERS TO JOINT ADMIN FUND	421,666.63	421,666.63	460,000.00	38,333.37	91.7
82-42-912	TRANSFERS TO LITIGATION	16,408.37	16,408.37	17,900.00	1,491.63	91.7
82-42-914	TRANSFERS TO 2017 JMT RES FUND	12,191.63	12,191.63	13,300.00	1,108.37	91.7
82-42-960	TRANSFERS TO RESERVE FUNDS	.00	.00	92,900.00	92,900.00	.0
82-42-999	CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
	TOTAL NON-OPERATING EXPENSES	646,120.38	646,120.38	1,053,300.00	407,179.62	61.3
	TOTAL FUND EXPENDITURES	696,136.24	696,136.24	1,199,900.00	503,763.76	58.0
	NET REVENUE OVER EXPENDITURES	98,460.34	98,460.34	(105,135.00)	(203,595.34)	93.7

GAS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING REVENUES					
84-37-111	GAS SALES - METERED NAT GAS	218,131.20	218,131.20	150,000.00	(68,131.20)	145.4
84-37-112	GAS SALES - METERED PROPANE	378,182.78	378,182.78	379,874.00	1,691.22	99.6
84-37-113	GAS SALES - CYLINDER	2,733.45	2,733.45	10,600.00	7,866.55	25.8
84-37-114	GAS SALES - CYLINDER EXCHANGE	1,551.35	1,551.35	3,500.00	1,948.65	44.3
84-37-121	NATURAL GAS SALES - FLAT RATE	24,662.23	24,662.23	25,000.00	337.77	98.7
84-37-122	PROPANE GAS - FLAT RATE	32,000.21	32,000.21	34,000.00	1,999.79	94.1
84-37-160	CONSTRUCTION REVENUE	16,070.27	16,070.27	125,000.00	108,929.73	12.9
84-37-331	CONNECTION CHARGES	5,000.00	5,000.00	5,000.00	.00	100.0
84-37-351	SUNDRY OPERATING REVENUE	37,858.26	37,858.26	47,000.00	9,141.74	80.6
84-37-411	INTEREST	9,857.23	9,857.23	3,500.00	(6,357.23)	281.6
84-37-412	PENALTIES	64,966.75	64,966.75	25,000.00	(39,966.75)	259.9
	TOTAL OPERATING REVENUES	791,013.73	791,013.73	808,474.00	17,460.27	97.8
	NON-OPERATING REVENUES					
84-38-102	TRANSFERS FROM R&R RESERVE	.00	.00	180,000.00	180,000.00	.0
84-38-901	APPROP - UTILITY FUND BALANCE	.00	.00	22,000.00	22,000.00	.0
84-38-999	CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
	TOTAL NON-OPERATING REVENUES	.00	.00	402,000.00	402,000.00	.0
	TOTAL FUND REVENUE	791,013.73	791,013.73	1,210,474.00	419,460.27	65.4

GAS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING EXPENDITURES					
84-41-140	BENEFITS-OTHER	266.48	266.48	3,000.00	2,733.52	8.9
84-41-210	BOOKS, SUBSCR, & MEMBERSHIPS	3,358.00	3,358.00	2,000.00	(1,358.00)	167.9
84-41-230	TRAVEL	.00	.00	4,000.00	4,000.00	.0
84-41-250	EQUIPMENT SUPPLIES & MAINT	568.32	568.32	5,000.00	4,431.68	11.4
84-41-257	FUEL	1,140.03	1,140.03	1,500.00	359.97	76.0
84-41-260	TOOLS & EQUIPMENT-NON CAPITAL	2,378.91	2,378.91	5,000.00	2,621.09	47.6
84-41-273	MAINT & SUPPLY SYSTEM	11,987.82	11,987.82	11,700.00	(287.82)	102.5
84-41-280	UTILITIES	100.00	100.00	.00	(100.00)	.0
84-41-285	POWER	929.80	929.80	1,000.00	70.20	93.0
84-41-310	PROFESSIONAL & TECHNICAL	436.98	436.98	.00	(436.98)	.0
84-41-330	EDUCATION	3,202.38	3,202.38	8,000.00	4,797.62	40.0
84-41-341	CONST-CUSTOMER'S INSTALLATION	26,888.52	26,888.52	125,000.00	98,111.48	21.5
84-41-431	NATURAL GAS COMMODITY SUPPLY	31,725.89	31,725.89	65,000.00	33,274.11	48.8
84-41-432	PROPANE GAS COMMODITY SUPPLY	190,785.64	190,785.64	250,000.00	59,214.36	76.3
84-41-434	NAT GAS COMMODITY TRANSPORT	(12,266.99)	(12,266.99)	19,000.00	31,266.99	(64.6)
84-41-580	RENT OR LEASE	3,597.52	3,597.52	4,500.00	902.48	79.9
	TOTAL OPERATING EXPENDITURES	265,099.30	265,099.30	504,700.00	239,600.70	52.5
	NON-OPERATING EXPENDITURES					
84-42-560	BAD DEBT EXPENSE	.00	.00	600.00	600.00	.0
84-42-750	SP PROJECTS CAPITAL	21,658.46	21,658.46	37,000.00	15,341.54	58.5
84-42-780	RESERVE PURCHASES	8,240.45	8,240.45	180,000.00	171,759.55	4.6
84-42-911	TRANSFERS TO JOINT ADMIN FUND	286,735.13	286,735.13	312,802.00	26,066.87	91.7
84-42-912	TRANSFERS TO LITIGATION	16,408.37	16,408.37	17,900.00	1,491.63	91.7
84-42-914	TRANSFERS TO 2017 JMT RES FUND	12,466.63	12,466.63	13,600.00	1,133.37	91.7
84-42-960	TRANSFERS TO RESERVE FUNDS	.00	.00	98,200.00	98,200.00	.0
84-42-999	CONTINGENCY	.00	.00	200,000.00	200,000.00	.0
	TOTAL NON-OPERATING EXPENDITURES	345,509.04	345,509.04	860,102.00	514,592.96	40.2
	TOTAL FUND EXPENDITURES	610,608.34	610,608.34	1,364,802.00	754,193.66	44.7
	NET REVENUE OVER EXPENDITURES	180,405.39	180,405.39	(154,328.00)	(334,733.39)	116.9

FUND 90

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING REVENUES					
90-37-111	FIBER SALES	70.00	70.00	5,000.00	4,930.00	1.4
90-37-331	CONNECTION CHARGES	.00	.00	1,000.00	1,000.00	.0
90-37-332	CONSTRUCTION	3,401.60	3,401.60	10,000.00	6,598.40	34.0
	TOTAL OPERATING REVENUES	3,471.60	3,471.60	16,000.00	12,528.40	21.7
	TOTAL FUND REVENUE	3,471.60	3,471.60	16,000.00	12,528.40	21.7

FUND 90

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING EXPENDITURES					
90-41-260	TOOLS & EQUIPMENT-NON CAPITAL	4,211.38	4,211.38	.00	(4,211.38)	.0
90-41-273	MAINT & SUPPLY SYSTEM	10,697.41	10,697.41	16,000.00	5,302.59	66.9
90-41-341	CONST-CUSTOMER'S INSTALLATION	3,762.50	3,762.50	.00	(3,762.50)	.0
90-41-431	FIBER COMMODITY SUPPLY	13,903.10	13,903.10	.00	(13,903.10)	.0
90-41-580	RENT OR LEASE	900.00	900.00	.00	(900.00)	.0
	TOTAL OPERATING EXPENDITURES	33,474.39	33,474.39	16,000.00	(17,474.39)	209.2
	TOTAL FUND EXPENDITURES	33,474.39	33,474.39	16,000.00	(17,474.39)	209.2
	NET REVENUE OVER EXPENDITURES	(30,002.79)	(30,002.79)	.00	30,002.79	.0

May 20, 2020 11:59AM

Invoice	Sec	д Туре	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
1155 ARIZONA S	TRIP L	ANDFILL CO	PRP						
COLL 04	20 1	I Invoice	LANDFILL SERVICES	04/30/2020	05/30/2020	29,783.93	0	04/20	11-13119
Total 1155	IA STRIP LA	NDFILL CORP:	29,783.93						
1430 CASELLE,	INC.								
1017		I Invoice	CONTRACT for June 2020	05/01/2020	05/31/2020	905.10	0		65-41-318
1017	83 2	2 Invoice	CONTRACT for June 2020	05/01/2020	05/31/2020	100.57	0	05/20	11-41-318
Total 1430	CASELI	LE, INC.:				1,005.67			
2170 HILDALE C	ITY UTI	LITIES							
6.07700.1 (04 1	I Invoice	CITY HALL UTILITIES	05/07/2020	05/22/2020	207.23	0	04/20	65-41-280
6.07700.1 (04 2	2 Invoice	CITY HALL UTILITIES	05/07/2020	05/22/2020	102.07	0	04/20	11-41-280
6.21700.1 (04 1	Invoice	MAXWELL PARK UTILITIES	05/07/2020	05/22/2020	338.26	0	04/20	11-48-280
6.23190.4 (04 1	Invoice	Mulberry St. Building Utilities	05/07/2020	05/22/2020	141.68	0	04/20	11-41-280
3.18000.1 (04 1	Invoice	Lab Shop Utilities	05/07/2020	05/22/2020	687.30	0	04/20	65-41-280
3.84110.1 (04 1	Invoice	Academy Ave Well	05/07/2020	05/22/2020	56.70	0	04/20	65-41-280
6.42870.1 (04 1	I Invoice	Propane Yard Lease	05/07/2020	05/22/2020	100.00	0	04/20	84-41-580
Total 2170	HILDAL	E CITY UTIL	ITIES:			1,633.24			
2311 INTERMOU	NTAIN I	FARMERS A	SSOC.						
10132608		I Invoice	Wormer	04/22/2020	05/22/2020	24.98	0	04/20	82-41-273
Total 2311	INTERN	OUNTAIN F	ARMERS ASSOC.:			24.98			
3450 SCHOLZEN	I PRODI	UCTS COMP	PANY, INC.						
642611-		Invoice	Water Plant Repair - Fittings	05/13/2020	06/12/2020	554.41	0	05/20	81-41-273
6468873-		I Invoice	presure sustaining valve	05/11/2020	06/10/2020	3,225.03	0		81-41-273
6471943-		I Invoice	Dual Check Valave	05/11/2020	06/10/2020	146.16	0	05/20	11-48-272
6472247-		I Invoice	65ft 12" Culvurt for Maxwell	05/13/2020	06/12/2020	405.00	0	05/20	11-47-953
6472830-	00	I Invoice	Park Road hydrant repair parts	05/13/2020	06/12/2020	1,966.69	0	05/20	81-41-273
Total 3450	SCHOL	ZEN PRODU	ICTS COMPANY, INC.:			6,297.29			
2502 201111 251	NITOAL		ATIONS						
3560 SOUTH CEI		COMMUNIC I Invoice	POLICE PHONE LINE	05/01/2020	05/16/2020	55.85	^	04/20	11-43-287
8277200 0 ² 8297800 0 ²		I Invoice	CITY HALL PHONE & FAX	05/01/2020	05/16/2020	128.84		04/20	65-41-287
8297800 04	42 2	2 Invoice	LINES CITY HALL PHONE & FAX	05/01/2020	05/16/2020	63.46	0	04/20	11-41-287
8362600 04	42 1	I Invoice	LINES Hildale City Police Phone	05/01/2020	05/16/2020	117.28	n	04/20	11-43-287
9592500 04		I Invoice	PRI PHONE ACCOUNT	05/01/2020	05/16/2020	345.10	0		65-41-287
9592500 04		2 Invoice	PRI PHONE ACCOUNT	05/01/2020	05/16/2020	169.98		04/20	11-41-287
Total 3560	SOUTH	CENTRAL (COMMUNICATIONS:			880.51			
Total 3560 SOUTH CENTRAL COMMUNICATIONS:									
3740 SUNRISE E		-							
1094	61 1	I Invoice	CC PER & Well Siting Study - Project S05803	04/09/2020	05/09/2020	684.00	0	04/20	81-41-311
Total 3740	SUNRIS	SE ENGINEE	RING, INC.:			684.00			
3930 TOWN OF (3930 TOWN OF COLORADO CITY								
86		I Invoice	Auto Insurance Premium	04/01/2020	04/16/2020	806.72	0	04/20	65-41-510
86	67 2	2 Invoice	Portion General and Professional Liability Insurance Premium Portion	04/01/2020	04/16/2020	2,083.80	0	04/20	65-41-510
			. 514011						

Invoice	Seq	Туре	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
8667	3	Invoice	Risk Management Fund monthly pmt	04/01/2020	04/16/2020	1,269.68	0	04/20	65-41-510
8667	4	Invoice	Propane Delivery Insurance Premium Portion	04/01/2020	04/16/2020	370.25	0	04/20	65-41-510
8686	1	Invoice	IT Services - Advanced Network Consulting	04/20/2020	05/05/2020	427.29	0	04/20	65-41-317
8686	2	Invoice	IT Services - Advanced Network Consulting	04/20/2020	05/05/2020	47.47	0	04/20	11-41-317
8691	1	Invoice	IT Services - Advanced Network Consulting	04/28/2020	05/13/2020	126.63	0	04/20	65-41-317
8691	2	Invoice	IT Services - Advanced Network Consulting	04/28/2020	05/13/2020	14.07	0	04/20	11-41-317
8694		Invoice	Verizon Wireless bill for Mar 22 to Apr 21	04/29/2020	05/14/2020	102.00		04/20	11-41-287
8712		Invoice	Auto Insurance Premium Portion	05/01/2020	05/16/2020	806.72		04/20	65-41-510
8712	2	Invoice	General and Professional Liability Insurance Premium Portion	05/01/2020	05/16/2020	2,083.80	0	04/20	65-41-510
8712	3	Invoice	Risk Management Fund monthly pmt	05/01/2020	05/16/2020	1,269.68		04/20	65-41-510
8712		Invoice	Propane Delivery Insurance Premium Portion	05/01/2020	05/16/2020	370.25		04/20	65-41-510
8721	1	Invoice	DOJ Court Judgement Cost Sharing - Jim Keith	05/01/2020	05/16/2020	990.00		04/20	63-41-310
8726		Invoice	IT Services - Advanced Network Consulting	05/11/2020	05/26/2020	58.59		05/20	65-41-317
8726		Invoice	IT Services - Advanced Network Consulting	05/11/2020	05/26/2020	6.51		05/20	11-41-317
8728		Invoice	DOJ Court Judgement Cost Sharing - Roger Carter	05/11/2020	05/26/2020	2,311.28		05/20	63-41-310
PROST0420	1	Invoice	Total Propane Tax	04/30/2020	05/15/2020	1,636.02		04/20	84-21371
WAT0420	1	Invoice	Total Water Tax	04/30/2020	05/15/2020	1,155.69	0	04/20	81-21371
17	1	Invoice	TOCC Litigation Settlement	05/01/2020	05/01/2020	6,266.67	0	05/20	64-41-911
Total 3930 TO	WN O	F COLORAI	DO CITY:			22,203.12			
4011 USABlueBook									
215541	1	Invoice	Tube assembly for permanganate pump	04/23/2020	05/03/2020	199.44	0	04/20	81-41-273
218115	1	Invoice	DPD Chlorine Test Reagent	04/27/2020	05/07/2020	73.22	0	04/20	81-41-273
Total 4011 US	ABlue	Book:				272.66			
4020 U.S. POSTAL S	SERVI	CE							
200520		Invoice	POSTAGE	05/20/2020	06/04/2020	700.00	0	05/20	65-41-144
Total 4020 U.S	S. POS	STAL SERVI	CE:			700.00			
4055 UNIFIRST COR	POR	ATION							
352 0486776		Invoice	LAUNDRY Work Clothes	04/06/2020	05/06/2020	62.32	n	04/20	65-41-260
352 0487250	-	Invoice	LAUNDRY Work Clothes	04/13/2020	05/13/2020	60.45		04/20	65-41-260
352 0487723		Invoice	LAUNDRY Work Clothes	04/20/2020	05/20/2020	60.45		04/20	65-41-260
332 0407723		IIIVOICE	LACINDICI WORK Cloudes	04/20/2020	03/20/2020		O	04/20	00-41-200
Total 4055 UN	IFIRS	T CORPORA	ATION:			183.22			
4202 ROCKY MOUN 68511976 04		POWER Invoice	Cathodic Protection Power	04/22/2020	05/14/2020	10.91	0	04/20	84-41-285
Total 4202 RO				5 ., 22, 2020	30, 1 1/2020	10.91	Ü	3.,20	200
		· On Lit.							
4220 UTAH STATE 1 TC 55 0420		SURER Invoice	SURCHARGES	04/30/2020	05/30/2020	152.28	0	05/20	11-21332

Input Dates: 5/7/2020 - 5/20/2020

			Шрс	ut Dates. 5/1/202	.0 - 3/20/2020				Way 20, 2020 11.59A
Invoice	Seq	Туре	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
Total 4220 U	TAH STA	ATE TREAS	SURER:			152.28			
1403 WCF MUTUA 7372404		RANCE CO Invoice	. WORK COMP INSURANCE Premium	05/01/2020	05/31/2020	522.33	0	05/20	11-41-510
Total 4403 W	CF MUT	UAL INSU	RANCE CO.:			522.33			
1528 DELCO WES	TFRN								
20-0447		Invoice	Pump repair cartridge	03/27/2020	04/26/2020	5,656.76	0	05/20	82-41-273
20-0728	3 1	Invoice	VF Drive Replacement	05/05/2020	06/04/2020	4,593.60	0	05/20	81-41-273
20-0729) 1	Invoice	Well Pump and 5hp motor	05/05/2020	06/04/2020	1,862.80	0	05/20	81-41-260
Total 4528 D	ELCO W	/ESTERN:				12,113.16			
1572 Codale Electi	ric Supp	dy Inc							
S7041037.00		Invoice	Freight for tracer wire & ribbon	05/06/2020	06/05/2020	73.48	0	05/20	84-41-273
Total 4572 Co	odale Ele	ectric Supp	ly Inc.:			73.48			
1605 SUMMIT ENE	BCV II	C							
0420HILD		Invoice	Natural Gas Commodity	05/07/2020	05/25/2020	2,731.07	0	04/20	84-41-431
Total 4605 SI	UMMIT E	ENERGY, L	LC:			2,731.07			
1694 PREFERRED	PARTS								
57471		Invoice	Batteries for Crane	04/29/2020	05/29/2020	293.14	0	04/20	65-41-250
57474	1 1	Invoice	Batteries for Crane	04/29/2020	05/29/2020	38.34-	0	04/20	65-41-250
57490) 1	Invoice	Solder Fitting Well Repair	04/29/2020	05/29/2020	2.32	0	04/20	81-41-273
58270) 1	Invoice	Heat Shrink - Well Electrical Repair	05/12/2020	06/12/2020	54.95	0	05/20	81-41-273
Total 4694 PI	REFERF	RED PARTS	S:			312.07			
750 D ID CAS SEI	DVICES	INC							
7 50 DJB GAS SE I 01209605		Invoice	WELDER Cylinder Rental	04/30/2020	05/30/2020	24.40	0	04/20	82-41-273
Total 4750 D	JB GAS	SERVICES	8, INC.:			24.40			
982 JWC ENVIRO	MENTA								
102009		Invoice	GRINDER CUTTER STACK	04/29/2020	05/29/2020	18,816.19	0	04/20	82-42-780
Total 4982 JV	NC ENV	IROMENTA	AL:			18,816.19			
057 GARKANE EN	NEBGV								
1717500 042		Invoice	Lift Station Power	04/23/2020	05/13/2020	810.93	n	04/20	82-41-285
1734500 042		Invoice	East Tank Power	04/23/2020	05/13/2020	60.12		04/20	81-41-285
1775500 042		Invoice	Water Plant Power	04/23/2020	05/13/2020	1,798.18	0		81-41-285
1782501 042		Invoice	Well 22 Power	04/23/2020		3,870.12	0		81-41-285
2026700 042		Invoice	Well 21 Power	04/23/2020		32.28	0		81-41-285
1772300 042		Invoice	Well 10 Power	04/23/2020	05/13/2020	2.69		04/20	81-41-285
Total 5057 G	ARKANE	E ENERGY	÷			6,574.32			
3223 LAWSON PR	ОПИСТ	3							
9307565616		Invoice	Connectors	05/05/2020	05/30/2020	138.59	0	05/20	65-41-250

Total Cost GL Activity Period GL Account Invoice Seq Type Description Invoice Date Due Date Total 5223 LAWSON PRODUCTS: 138.59 5356 BUCKS ACE HARDWARE 318071 04/16/2020 05/10/2020 56.53 0 04/20 81-41-273 1 Invoice Silicone 626661 1 Invoice Finance Charge 04/25/2020 05/20/2020 .95 0 04/20 11-41-242 Total 5356 BUCKS ACE HARDWARE: 57.48 5415 ST. GEORGE WATER STORE 67069 1 Invoice Bottled Water Service 2 bottle 05/13/2020 06/12/2020 12.00 0 04/20 65-41-235 Total 5415 ST. GEORGE WATER STORE: 12.00 5518 Customer Deposit 3.08103.5 CUSTOMER 3.08103.5 05/12/2020 05/30/2020 349.61 0 05/20 81-21350 1 Invoice DEPOSIT REFUND 3.86001.0 1 Invoice 3.86001.0 CUSTOMER 05/13/2020 05/30/2020 644.60 0 05/20 81-21350 **DEPOSIT REFUND** Total 5518 Customer Deposit: 994.21 **5607 DOMINION ENERGY** 5948550000 1 Invoice Natural Gas Commodity 05/05/2020 05/27/2020 1,839.15 0 04/20 84-41-434 Total 5607 DOMINION ENERGY: 1,839.15 **5637 BASIC AMERICAN SUPPLY** 269927 1 Invoice Paint for the Atmospheric 04/01/2020 05/20/2020 51.93 0 05/20 84-41-273 Corrosion Survey 271462 1 Invoice Fiber parts 04/07/2020 05/20/2020 137.95 0 04/20 90-41-273 Paint for the Atmospheric 271711 1 Invoice 04/08/2020 05/08/2020 95.95 0 04/20 84-41-273 Corrosion Survey 42 Gal Trash Bags, Bleach, 271909 1 Invoice 04/09/2020 05/09/2020 97.60 0 04/20 11-48-272 **PVC Elbow & Couplings** 273070 04/14/2020 05/20/2020 6.78 0 04/20 65-41-250 1 Invoice Soap Stone 273347 1 Invoice Miracle Grow 04/15/2020 05/20/2020 59.96 0 04/20 11-48-272 273532 1 Invoice Well Repair (Well 22) 04/15/2020 05/20/2020 7.59 0 04/20 81-41-273 273632 1 Invoice Well Repair (Well 22) 04/16/2020 05/16/2020 27.27 0 04/20 81-41-273 277842 1 Invoice Fittings for Water Plant 04/30/2020 05/20/2020 7.59 0 04/20 81-41-273 Total 5637 BASIC AMERICAN SUPPLY: 492.62 **5646 XPRESS BILL PAY** 47954 Xpress Bill Pay Trans. & 05/01/2020 05/06/2020 454.88 0 05/20 65-41-521 1 Invoice **Account Maintenance** Support Fee & Phone Payment 47954 2 Invoice 05/01/2020 05/06/2020 322.90-0 05/20 65-41-521 Fees Waived for Mar & Apr Total 5646 XPRESS BILL PAY: 131.98 5679 Border States Industires Inc. 919944888 1 Invoice Electrical Repair -- Wells 05/11/2020 05/30/2020 18.16 0 05/20 81-41-273 Total 5679 Border States Industires Inc.: 18.16 5695 Advanced Network Consulting Professional IT Services -2344 1 Invoice 04/27/2020 05/27/2020 49.50 0 04/20 65-41-317 Leonard Black 2344 Professional IT Services -04/27/2020 05/27/2020 5.50 0 04/20 2 Invoice 11-41-317 Leonard Black

Input Dates: 5/7/2020 - 5/20/2020

_	Invoice	Seq	Туре	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
	2349	1	Invoice	Professional IT Services - Leonard Black	05/13/2020	06/13/2020	44.10	0	05/20	65-41-317
	2349	2	Invoice	Professional IT Services - Leonard Black	05/13/2020	06/13/2020	4.90	0	05/20	11-41-317
7	Γotal 5695 Adv	vance	d Network C	Consulting:			104.00			
712 C	ATALYST CO	ONSTE	RUCTION							
	108	1	Invoice	Fiber Server Office Rent	05/01/2020	05/01/2020	100.00	0	05/20	90-41-580
7	Γotal 5712 CA	TALY	ST CONSTI	RUCTION:			100.00			
720 S	USAN STEED)								
	8	1	Invoice	Maxwell Park Bathroom Cleaning	05/02/2020	06/02/2020	205.00	0	05/20	11-48-250
	8	2	Invoice	City Office Cleaning	05/02/2020	06/02/2020	90.00	0	05/20	65-41-271
	8	3	Invoice	City Office Cleaning	05/02/2020	06/02/2020	30.00	0	05/20	11-41-271
	8	4	Invoice	Utility Labshop Cleaning	05/02/2020	06/02/2020	160.00	0	05/20	65-41-271
7	Γotal 5720 SU	SAN	STEED:				485.00			
728 J	OSEPH M. HO	OOD								
	0005	1	Invoice	Public Prosecutor Fees	05/07/2020	05/30/2020	460.00	0	05/20	11-43-310
7	Γotal 5728 JO	SEPH	M. HOOD:				460.00			
5736 O	wen Equipm	ont								
50 0	00097688	1	Invoice	3" Valve for Vac Truck	05/11/2020	05/30/2020	335.47	0	05/20	82-41-250
	Γotal 5736 Ow	en Ed	uipment:				335.47			
(Grand Totals:						110,167.49			

Report GL Period Summary

GL Period	Amount
05/20 04/20	29,101.52 81,065.97
Grand Totals:	110,167.49

Vendor number hash:349356Vendor number hash - split:429642Total number of invoices:80Total number of transactions:99

Invoice Amount	Discount Amount	Net Invoice Amount
25 /16 97	00	25,416.87
,		53,706.72
,	.00	30,771.24
272.66	.00	272.66
	25,416.87 53,706.72 30,771.24	53,706.72 .00 30,771.24 .00

CITY OF HILDALE	Invoice Register - for Bank Transfers	Page: 6
	Input Dates: 5/7/2020 - 5/20/2020	May 20, 2020 11:59AM

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Grand Totals:	110 167 49	.00	110,167.49
Grand Totals:	110,167.49	.00	110,167.4

-									
Invoice	Seq	Туре	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
2160 HILDALE CITY	,								
200318		Invoice	Petty Cash - Notary Fees for signing property transfers in the industrial park	03/18/2020	04/02/2020	10.00	0	04/20	11-41-242
Total 2160 HIL	DALE	CITY:				10.00			
2170 HILDALE CITY	Y UTIL	ITIES							
3.84110.1 03	1	Invoice	Academy Ave Well	04/10/2020	04/25/2020	54.00	0	03/20	65-41-280
6.42870.1 03		Invoice	Propane Yard Lease	04/10/2020	04/30/2020	100.00		03/20	84-41-580
3.18000.1 03		Invoice	Lab Shop Utilities	04/10/2020	04/25/2020	1,106.44		03/20	65-41-280
6.07700.1 03		Invoice	CITY HALL UTILITIES	04/10/2020	04/25/2020	228.72		03/20	65-41-280
6.07700.1 03		Invoice	CITY HALL UTILITIES	04/10/2020	04/25/2020	112.65		03/20	11-41-280
6.21700.1 03	1		MAXWELL PARK UTILITIES	04/10/2020	04/25/2020	583.21	0		11-48-280
6.23190.4 03	1		Mulberry St. Building Utilities	04/10/2020	04/25/2020	241.42	0		11-41-280
Total 2170 HIL	.DALE	CITY UTIL	ITIES:			2,426.44			
2220 HOME DEPOT									
2524027		Invoice	Locks, hasps	03/16/2020	05/01/2020	154.96		03/20	81-41-273
4524945		Invoice	Duct Tape & Power Adapter	03/24/2020	05/01/2020	32.94		03/20	65-41-271
621060	1	Invoice	Replacement door knob & latch shields	04/07/2020	05/01/2020	109.61	0	03/20	81-41-273
8524522		Invoice	Rotary Tool Kit	03/20/2020	05/01/2020	53.34	0		11-48-272
9025977	2	Invoice	Sprinkler Controller, Drill & Bit	03/19/2020	05/01/2020	408.76	0	03/20	11-48-272
Total 2220 HC	ME D	EPOT:				759.61			
2671 LES OLSON (ОМРА	ANY							
EA924409		Invoice	MAINTENANCE CONTRACT	04/15/2020	05/15/2020	196.50	0	03/20	65-41-144
EA924409		Invoice	MAINTENANCE CONTRACT	04/15/2020	05/15/2020	65.49		03/20	11-41-241
Total 2671 LE	S OLS	ON COMPA	ANY:			261.99			
3450 SCHOLZEN P			•						
3027173-00		Invoice	Chlorine Cylinder Rental	04/24/2020	05/24/2020	115.20		04/20	81-41-432
6464175-00	1	Invoice	Pipe wrap tape & breakocc plugs	04/16/2020	05/16/2020	111.76	0	04/20	81-41-273
6464176-00	1	Invoice	Ball valves for meter sets	04/16/2020	05/16/2020	281.40	0	04/20	84-41-341
Total 3450 SC	HOLZ	EN PRODU	CTS COMPANY, INC.:			508.36			
3930 TOWN OF CO	I OPA	DO CITY							
PROST0320		Invoice	Total Propane Tax	03/31/2020	04/15/2020	2,834.67	0	03/20	84-21371
WAT0320		Invoice	Total Water Tax	03/31/2020	04/15/2020	723.47		03/20	81-21371
Total 3930 TO	WN O	F COLORA	DO CITY:			3,558.14			
4011 USABlueBook 205637		Invoice	Marking flags, and shooter	04/14/2020	04/24/2020	115.95	0	04/20	84-41-273
Total 4011 US	ABluel	Book:				115.95			
4220 117411 27477	TDC • •	SUDED.							
4220 UTAH STATE TC 55 0320		Invoice	SURCHARGES	03/31/2020	04/30/2020	392.76	0	03/20	11-21332
Total 4220 UT	AH ST	ATE TREAS	SURER:			392.76			
4403 WCF MUTUAL	. INSU	RANCE CO) .						
7362429	1	Invoice	Workers Comp Insurance						

	Invoice	Seq	Туре	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
				Premium	04/21/2020	05/21/2020	522.33	0	05/20	11-41-510
	Total 4403 WC	F MU	TUAL INSUF	RANCE CO.:			522.33			
4470	ZION'S BANK									
	200311 (1)U	1	Invoice	Jetter Truck Repair	03/11/2020	04/26/2020	165.34	0	03/20	82-41-250
	200318 (1)W	1	Invoice	Fiber Project Lunch	03/18/2020	04/26/2020	15.40	0	03/20	65-41-235
	200305 (1)V	1	Invoice	Google Storage	03/05/2020	04/26/2020	1.99	0	03/20	11-41-210
	200308 (1)M	1	Invoice	City Council Snacks	03/08/2020	04/26/2020	55.68	0	03/20	11-41-235
	200309 (1)JB	1	Invoice	Ceritifed Mail Package	03/09/2020	04/26/2020	12.59	0	03/20	11-41-244
	200311 (2)JB	1	Invoice	UCMA Membership & Annual Spring Conference	03/11/2020	04/26/2020	200.00	0	03/20	11-41-330
	200323 (1)DJ	2	Invoice	Peak Award for Kyle Layton	03/23/2020	04/22/2020	48.38	0	03/20	11-41-244
	200323 (3)JB	1	Invoice	Zoom Meeting Software	03/23/2020	04/26/2020	297.96	0	03/20	11-41-318
	200323 (4)JB	1	Invoice	Credit for Cancelation of UCMA Anuual Spring Conference	03/23/2020	04/26/2020	100.00-	0	03/20	11-41-330
	200324 (5)JB	1	Invoice	Textedly Software	03/24/2020	04/26/2020	25.00	0	03/20	11-41-318
	200326 (2)M	1	Invoice	Credit for Cancellation of Court Clerk Spring Conference	03/26/2020	04/26/2020	75.00-	0	03/20	11-42-330
	200326 (6)JB		Invoice	Adobe Software	03/26/2020	04/26/2020	31.92			11-41-318
	200327 (3)M	1	Invoice	Coffee & Cream	03/27/2020	04/26/2020	16.46	0	03/20	65-41-235
	200328 (4)M	1	Invoice	Adobe Creative Cloud	03/29/2020	04/26/2020	383.09	0	03/20	11-41-318
	200402 (2)IT 200403 (3)IT	1	Invoice Invoice	IT Equipment for Mulberry Building IT Equipment for Mulberry	04/02/2020	05/02/2020 05/03/2020	92.56 63.86	0	03/20	11-41-318 11-41-318
	200403 (3)11	'	IIIVOICE	Building	04/03/2020	03/03/2020	03.00	U	03/20	11-41-310
	200312 (1)HJ	1	Invoice	Prezi Standard Plan Annual Fee	03/12/2020	04/11/2020	90.38	0	03/20	65-41-318
	200316 (2)HJ		Invoice	Stage Coach Grille working Lunch	03/16/2020	04/15/2020	132.09	0	03/20	65-41-235
	200324 (1)IT		Invoice	Website Hosting - GoDaddy	03/24/2020	04/23/2020	71.94	0	03/20	11-41-318
	200324 (1)IT		Invoice	Website Hosting - GoDaddy	03/24/2020	04/23/2020	71.94	0	03/20	65-41-318
	200328 (1)O	1	Invoice	Certified Letter to Standard Fuel	03/28/2020	04/26/2020	6.95	0	03/20	11-41-244
	Total 4470 ZIO	N'S B	ANK:				1,608.53			
4572	Codale Electri	c Sup	ply Inc.							
	S7041037.00	-	Invoice	Gasline tracer wire	04/22/2020	05/22/2020	1,252.10	0	04/20	84-41-341
	S70414037.0	1	Invoice	Caution ribbon	04/17/2020	05/17/2020	422.64	0	04/20	84-41-341
	Total 4572 Cod	dale El	ectric Suppl	y Inc.:			1,674.74			
4605	SUMMIT ENER	RGY, L	LC							
	0320HILD	1	Invoice	Natural Gas Commodity 03/20	03/31/2020	04/30/2020	6,405.93	0	03/20	84-41-431
	Total 4605 SUI	MMIT	ENERGY, LI	.C:			6,405.93			
4620	VERIZON WIR	ELES	S							
	9852589969	1	Invoice	WIRELESS SERVICE - On Call Phone & Tablets Mar 15 Apr 14	04/14/2020	05/14/2020	217.48	0	04/20	65-41-287
	Total 4620 VEF	RIZON	WIRELESS	3:			217.48			
4694	PREFERRED F	PARTS	3							
	56773		Invoice	Straps - Well 22 Project	04/16/2020	05/16/2020	14.98	0	04/20	81-41-273
	57105		Invoice	Oil	04/22/2020	05/22/2020	7.49		04/20	65-41-250
	57167		Invoice	Motor Oil	04/23/2020	05/23/2020	16.18		04/20	11-48-272
	Total 4694 PRI	EFERF	RED PARTS	:			38.65			

	Invoice	Seq	Туре	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
4750	DJB GAS SER	VICES	INC							
4700	01204003		Invoice	WELDER Cylinder Rental	03/31/2020	04/30/2020	25.03	0	03/20	82-41-273
	Total 4750 DJE	B GAS	SERVICES,	INC.:			25.03			
5057	GARKANE EN	ERGY								
	1709902 042	1	Invoice	Power plant well power	04/16/2020	05/06/2020	49.53	0	04/20	81-41-285
	1763000 042	1	Invoice	Recirc Pump Power	04/16/2020	05/06/2020	153.60	0	04/20	82-41-285
	1763900 042	1	Invoice	Sewer headworks power	04/16/2020	05/06/2020	80.00	0	04/20	82-41-285
	1782300 042	1	Invoice	Lab shop power	04/16/2020	05/06/2020	460.36	0	04/20	65-41-285
	1787300 042	1	Invoice	Propane Pump	04/16/2020	05/06/2020	70.21	0	04/20	84-41-285
	1793900 042	1	Invoice	Million Gallon Tank Power	04/16/2020	05/06/2020	33.13	0	04/20	81-41-285
	1684200 042	1	Invoice	Maxwell Park Power	04/16/2020	05/06/2020	359.99	0	04/20	11-48-285
	1711203 042	1	Invoice	Mulberry St Building Power	04/16/2020	05/06/2020	91.45	0	04/20	11-41-285
	1772500 042	1	Invoice	City Hall Power	04/16/2020	05/06/2020	255.62	0	04/20	65-41-285
	1772500 042	2	Invoice	City Hall Power	04/16/2020	05/06/2020	125.91	0	04/20	11-41-285
	1790000 042	1	Invoice	Street Lights Power	04/16/2020	05/06/2020	459.30	0	04/20	11-47-286
	Total 5057 GA	RKANI	E ENERGY:				2,139.10			
E4.40	HODOE BROD	шото	INO							
5146	0455794-IN		Invoice	gate locks	04/22/2020	04/30/2020	427.21	0	03/20	81-41-273
	Total 5146 HO	DGE F	PRODUCTS,	INC.:			427.21			
5376	WAXIE SANITA	ARY S	UPPLY							
	78993834		Invoice	Toilet Paper, Paper Towels, Hand Sanitizer, Air Freshner,	03/19/2020	04/19/2020	303.66	0	03/20	65-41-271
	78993834	12	Invoice	Glass Cleaner Toilet Paper, Paper Towels, Hand Sanitizer, Air Freshner,	03/19/2020	04/19/2020	101.22	0	03/20	11-41-271
	79032596	6	Invoice	Glass Cleaner SMALL VINYL GLOVES 10 BXS/CS	03/31/2020	04/30/2020	25.04	0	03/20	11-41-271
	79032596	7	Invoice	SMALL VINYL GLOVES 10 BXS/CS	03/31/2020	04/30/2020	8.34	0	03/20	11-41-271
	Total 5376 WA	XIE SA	ANITARY SU	IPPLY:			438.26			
5415	ST. GEORGE \	WATER	RSTORE							
	65481		Invoice	Bottled Water Service 2 bottle	04/15/2020	05/15/2020	12.00	0	04/20	65-41-235
	Total 5415 ST.	GEOF	RGE WATER	STORE:			12.00			
5518	Customer Dep	osit								
••••	3.41500.8		Invoice	3.41500.8 CUSTOMER DEPOSIT REFUND	04/20/2020	05/20/2020	59.36	0	04/20	81-21350
	3.47700.7	1	Invoice	3.47700.7 CUSTOMER DEPOSIT REFUND	04/16/2020	05/16/2020	43.43	0	04/20	81-21350
	3.48500.2	1	Invoice	3.48200.5 CUSTOMER	04/14/2020	05/14/2020	152.37	0	04/20	81-21350
	3.89000.9	1	Invoice	DEPOSIT REFUND 3.89000.9 CUSTOMER DEPOSIT REFUND	04/14/2020	05/14/2020	510.42	0	04/20	81-21350
	Total 5518 Cus	stomer	Deposit:				765.58			
5529	PI MANUFACT	URING	G CORP.							
5525	944962		Invoice	patch cables	04/22/2020	05/22/2020	441.21	0	04/20	90-41-273
	Total 5529 PI	MANUI	FACTURING	CORP.:			441.21			

Invoice Seq Type Description Invoice Date Due Date Total Cost GL Activity Period GL Account					·						
3130 1 Invoice Rocky Mountain Propane Association Dues	Inv	oice	Seq	Туре	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
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Grand Totals: 32,974.47	Grand	Totals:						32,974.47			

Report GL Period Summary

CITY OF HILDALE

GL Period	Amount	
03/20	16,512.15	
05/20	3,648.13	
04/20	12,814.19	
Grand Totals:	32,974.47	

Vendor number hash:314088Vendor number hash - split:344903Total number of invoices:73Total number of transactions:80

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount		
Net 15	5,994.58	.00	5,994.58		
NET 30	12,376.76	.00	12,376.76		
Open Terms	14,487.18	.00	14,487.18		
NET 10TH	115.95	.00	115.95		

CITY OF HILDALE	Invoice Register - for Bank Transfers Input Dates: 4/23/2020 - 5/6/2020	Page: 5 May 06, 2020 01:25PM
Terms Description	Invoice Amount Discount Amount Net Invoice Amount	

32,974.47

.00

Grand Totals:

32,974.47



435-874-2603

From: John Barlow, Hildale City Manager

To: Mayor and Council

Date: May 30th, 2020

Subject: Managers Report

Police Department:

The Police Department has had many changes in personnel lately; Officer D.R. Barlow and Daniel Musser have left the department. The Police Department has hired new officers. At this point you are probably unsure who are officers are. I am working with the Chief Radley to set up a social function where the police officers and councilmembers can do a meet and greet. The Council normally meets new officers at the swearing in, but that has been happening with less of an audience because of the pandemic.

Officer Taylor Barlow and Officer Shaun Cox were injured by an aggressive dog. The owner of the dog was taken into custody.

Fire Department:

The Fire Department has asked Hildale to push out a flyer in the utility billings. They would like the public to know that it is important to call: 928.875.2400 before burning. The rules on burning change frequently; however, if the public will call the operator will discuss the rules and give a burn permit number if there is not a no-burn order in effect.

We budgeted \$90,000.00 for the Fire Department; however, we never updated the IGA. That update is on today's agenda.

Public Works:

Uzona Avenue from Maple to Willow: The contract with Zion's Cliff Lodge has been executed. Engineering costs were very close to what we expected. Construction is expected to begin in June.

Uzona Avenue from Central to Hildale: We asked Washington County School district to include some options in their requests for bids on their project. They included three options (all 30 feet of asphalt on Uzona);

- 1. "Alternative 006": Central Street to the west side of the WCSD Property.
- 2. "Alternative 007": The west side of the WCSD property to the portion of the property being developed.

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- **435-874-2603**

3. "Alternative 008": Carling Street to Hildale Street.



After the numbers come in, Hildale and Colorado City will have to determine if they want to take the opportunity to pave the street while contractors and engineers are mobilized. This option is being compiled and will be presented by staff because Cooke Avenue is in disrepair and it is the primary access for traffic to go from Central to Hildale during times of flooding.

Maxwell Parkway: Culvert ordered and installed. Chip seal will be wide enough to include a bike lane on the south side of the road. Construction will require traffic to share one side of the road and we are asking people to drive carefully.

Utility Department:

The Utility Department has, as always, worked to increase formalization moving toward written policies and procedures.

The operations side of the Utility Dpt. has been working to connect more fiber customers. The administrative side has been focused on learning and adjusting to new roles and responsibilities with Vincen leaving.

We now have draft reports for the Water Master Plan (Sunrise Engineering) and the feasibility analysis

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for new source development (Bowen Collins). You should have received both of those over the last few weeks—if you have not let me know and I will resend them.

Planning and Zoning:

The only applications that needed PZ approval were submitted after it was possible to meet the noticing requirements, so we cancelled the meeting. Included in the packet is memo I sent out to the commissioners that outline all the pending applications.

I have investigated the grant that we received for general planning. The funding expires on September 30th, 2020. The Next step is to send out a request for proposal for the consulting firm that will develop the general plan. This is an important step because it sets the framework for the whole process.

Code Enforcement:

This has been a major topic of month. It will be discussed further on a separate agenda item.

Parks Department:

Nathaniel ordered signs and is going to put them up. We are purchasing a grass cutter (covered in a separate agenda item).

Building Department:

We purchase a software called Citi Inspect. It will help track, automize, and streamline the application process. It has been launched in Colorado City and we are working on setting it up on the Hildale side. This software will be used for planning and zoning applications in the future.



435-874-2603

From: John Barlow, Hildale City Manager

To: Christian Kesselring **Date:** May 26th, 2020

Subject: Department use of Code Compliance Officer

This memo is to outline a future policy that I will draft and propose to the Hildale City Council (CC). It will also be a guiding document for how the Code Compliance Officer(s) (CCO) will operate in the absence of a policy approved by the CC.

Considering Hildale City's indirect management relationship with the CCO hired and employed by the Town of Colorado City, it is important that the conduct and actions of the CCO are dictated by written policies and procedures.

Future recommended policies will direct the following:

Department Heads have certain powers responsibilities that shall not be delegated to enforcement persons:

- 1. To enforce functions that are delegated by the City/Town Manager, local, state, and federal to you as a department head.
- 2. To adequately plan, document, and ensure appropriate resolution of enforcement actions taken.
- 3. To ensure that enforcement actions are taken in accordance with Hildale City policies and approved department policies.
- 4. To ensure enforcement actions are done fairly, unbiased, and non-discriminatorily.
- 5. Ensure enforcement persons actions on behalf of a department are in keeping with the professionalism and courtesy expected in Hildale City.
- 6. Ensure enforcement persons conduct themselves in keeping with the objectives, values, and culture of the respective departments.
- 7. To properly communicate past and future enforcement actions to other affected departments, Town Manager, and City Manager.
- 8. To afford the City/Town Manager as much time for legal review, or the most time that is practical, as the enforcement action requires.
- 9. Monitor the safety and operational practices of their respective departments.

It will remain the department head's (and those that they have delegated within their department) responsibility to ensure employees operate at a sufficient performance level and in accordance with City/Town, department, and safety policies. Department Heads will not delegate to CCO any actions related to internal (or employee) investigations, employee compliance or adherence to policy, or any other operational or human resource related functions.

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Department Heads may delegate the following to CCO:

- 1. Investigating and documenting possible violations of city, state, and federal law.
- 2. Preparation of internal memos for enforcement action approvals and reviews.
- 3. Preparation of documents that will be used in enforcement actions.
- 4. Delivery of enforcement actions.
- 5. Communicate with persons for which enforcement action is taken.
- 6. Education of members of the public about laws and administrative processes.
- 7. Delivery of notices to proceed.

CCO(s) must:

- 1. Not take any enforcement action without prior specific approval or direction by the Department Head or the City Manager, unless there is an immediate danger that could result in loss of life or major bodily injury. If such action is taken, the appropriate Department Head(s), City and Town Manager will be notified immediately.
- 2. Timely communicate past and future enforcement actions to the relevant department heads.
- 3. Communicate nothing, written or verbally, on behalf of the City, except in accordance with established written policies or directives.
- 4. Act in accordance with the written policies of the department for which they are operating
- 5. Take the action, and nothing more, that would be expected or appropriate from any other City employee should an action or event be observed and determined to be hazardous, unsafe, or unlawful.
- 6. Report any past or future suspected discriminatory acts to the City/Town Manager, and to the Court Monitor.
- 7. Report any past or future suspected acts of official misconduct in writing to the City/Town Manager, and to the applicable governing body.
- 8. Complete (3) hours before undertaking duties in Hildale City, and annually thereafter, of cultural indoctrination by the City Manager. Department Heads will be notified by the City Manager when an enforcement person has completed the training and approved to continue/start working in Hildale City.
- 9. Maintain, and have easily accessible, a wire diagram that shows reporting lines of responsibility and authority within the City and a corresponding roster with contact information.
- 10. Dress, act, and communicate in a manner that demonstrates to the public the department in which enforcement persons are acting or communicating under at the time they are acting or communicating.



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11. Understand cultural and operational difference between departments and between cities and ensure demeanour, attire, transportation, and communication are an accurate representation of that culture.

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435-874-2603

From: John Barlow, Hildale City Manager
To: Christian Kesselring, City Attorney

Date: July 1st, 2020

Subject: Code Enforcement Policy Draft

This memo will act as the guiding framework for the development of a policy regarding code enforcement in Hildale City. Further, this will be my directive for the how enforcement will be

conducted in the absence of a policy.

Orientation:

Hildale City has a responsibility to enforce local, state, and federal laws that protect the public. Hildale City has a culture of professionalism and ethical behaviour.

Violations of Criminal Nature:

This memo, and future policies relating to this memo, will not address violations of criminal nature. Violations of criminal nature will be referred to the Police Department, which will follow existing policies and procedures.

This policy will not change or override any Police Department policies or procedures.

Internal Violation and Misconduct not Addressed:

This memo does not address violations of internal policies, official misconduct, violations of law, criminal acts, or any other wrongdoing of City employees or City officials doing City business. This will be handled by established policies and procedures, Hildale City personnel manual, and within established reporting structures.

Related Parties:

Hildale City has unusually complex relationships by the nature of the history and demographics.

In order to ensure fairness, establish trust, and proper investigating of suspected violations, if any City Employee or Official in carrying out this policy is related to the property owner or suspected violator, they will delegate their duties to a peer or near-peer.

Scope:

This will guide Department Heads (excluding the Police Department) on how to investigate, document, report, and act on suspected violations of local, state, and federal regulations.

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Encourage Employees to Report:

Department Heads will encourage employees to report suspicious behaviour and/or suspected violations of local, state, and federal regulations to their supervisor(s).

Department Heads will establish verbal and written methods for which employees and the public may make complaints and/or report suspected violations. Department Heads will develop internal processes for such communication to the proper authority.

Preliminary Determination of Proper Authority:

Upon the receipt or awareness of a suspected violation, Department Heads will determine proper authority for investigating complaint. The following may be used as a general guideline for determining proper authority:

- Criminal Violations; Police Chief
- Utility Service Violations; Utility Director
- Building Code Violations; Building Official
- Fire Code Violations; Fire Chief
- Zoning Violations; Planning and Zoning Director
- Other City Ordinances; City Manager

After deciding the proper authority, the Department Head will draft a memo stating the suspected violation and attach any supporting information about the suspected violation and send it to the proper authority, the City Manager, and the City Attorney.

Investigation and Documentation:

If a Department Head receives a referral of suspected violation or suspects a violation in which they believe they are the proper authority, they will, using overt¹ and professional methods, investigate and document the suspected violation.

At minimum, the following will be documented:

- The manner the department became aware of the suspected violation (i.e. active enforcement or passive enforcement)
- The employee who observed the violation or took the complaint from the public
- The location of suspected violation

¹ Investigations will be done during daylight hours and will deploy no deceptive methods. Department Heads or the investigating delegate will identify themselves as Hildale City employees and state their purpose if asked by a member of the public.



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- The property owner and/or agent suspected of violation
- Pictures of the property or suspected violation or, if this is not possible, a memo stating the circumstances preventing the taking of pictures.
- A timeline that includes the time and date of suspected violation(s) and the time and date it was reported and/or observed.
- Any City Records associate with violation
- An excerpt or reference to the code(s) in which there is a suspected violation

No Investigative Powers Delegated: No powers are delegated by this policy. Department Heads have the responsibility to follow the law during investigations. If Department Heads have questions about the legalities of investigative actions, including access to private property, they will consult the City Attorney before acting.

Complaint Driven Enforcement:

Departments will act on all violations of code that are identified or complained about by the public.

Active Enforcement:

Before any department engages in active enforcement (i.e. any enforcement that is not in conjunction with regular business or because of a public complaint), the Department Head must;

- develop a public awareness campaign that is specific to the issue of enforcement,
- present the public awareness campaign to Manager for review and approval,
- present the public awareness campaign to the Hildale Council for review and approval, and
- execute the public awareness campaign.

Further, before any active enforcement Department Head must;

- develop departmental-level policies for how active enforcement will take place,
- present those policies to the City Manager for review and approval,
- present those policies to the City Council for review and approval, and
- present those policies to the Court Monitor for review and approval.

Departmental-Level Policies regarding active enforcement should:

- be specific as to the nature of how active enforcement will take place, and
- clearly state objective methods of actively seeking violations.

Review and Recommendation:

After concluding an investigation and having developed sufficient documentation, the Department Head will draft an internal memo that:

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- outlines investigative steps taken,
- describes documentation,
- states that a thorough review of internal documents has been conducted and lists records found,
- makes a recommendation² to the City Manager on how the department should proceed, and
- what mechanisms and/or processes and internal time allocations are in place to ensure recommendation can be fully carried out.

Draft Notices:

When the recommended action requires official communication with, or directives to, the property owner or the person(s) suspected of violating local, state, or federal law, the Department head will prepare a draft notice which will include at minimum:

- the date, time, and location of suspected violation;
- name and contact information for the public official or City Employee delivering the notice,
 respective Department Head, City Manager, and Court Monitor;
- a statement of the reason for action;
- references to all relevant local, state, and federal laws;
- a clear list of actions that need to be taken in order to rectify the suspected violation;
- a notice defining the rights of the property owner and/or suspected violator;
- a description of the administrative appeal process associated with the notice; and
- the following statement; "Any person who feels that they have been discriminated against, as it relates to the Fair Housing Act (42 U.S.C.), should notify the Arizona Federal Court Monitor."

Criteria for City Manager Decision:

When making the determination about whether to approve/deny/alter the recommendation of a Department Head, the City Manager will consider the following:

- For violations found through active enforcement;
 - Did the department become aware of the violation in accordance with approved departmental policies?
 - Did the department complete public awareness campaign on the topic of suspected violation?
- Are suspected violations in fact a violation of local, state, and federal regulation?

² In some cases, Department Heads have authority to act independent of City Manager's authority. If the Department Head deems it necessary to exercise that authority, they will state that instead of a recommendation.



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- Is there sufficient documentation in relation the severity of Department Heads recommended action?

Mayor: Donia Jessop City Council: Maha Layton, Lawrence Barlow Stacy Seay, JVar Dutson, Jared Nicol

To: John Barlow, Vance Barlow

From: Roger Carter, Court Monitor

Re: Code Compliance procedures and process

In the case of *United States of America vs. Town of Colorado City, Arizona*, the federal court ruled that the towns of Colorado City and Hildale were to ensure that all residents were provided equal treatment and protection under the United States Constitution, the Federal Fair Housing Act, and to provide appropriate due process to aggrieved individuals.

Recently the Towns of Colorado City and Hildale created a new compliance officer position to handle code complaints and non-compliant issues. As this position may include enforcement of matters such as building permits, business permits, and utility issues, it will be necessary to clearly establish policies and procedures to ensure compliance with court orders and to provide the citizens with a fair and equitable process. It is to this end that I provide the following memo.

A community compliance officer can provide substantial benefit and assistance to a community in helping residents comply with appropriate laws and codes and ensure that all citizens equally adhere to community standards. This Officer will represent town officials in the proper administration of services that may be governed by the Court Order. As such, the towns should ensure that the following recommendations are incorporated into the duties of this position.

- If the Officer has any enforcement authority over any building, housing, planning and zoning, utility services, or business licensing processes within the city, these powers (and restraints thereof) should be clearly articulated in their job duties and/or job description.
- 2. To educate the public on the Officer's authority, it is recommended that the Officer, his position, and his duties be noted on the city's website.
- 3. The Officer and the public should have a clear understanding of who is the Officer's direct report and who they receive direction from.
- 4. Prior to the Officer interfering with a person's exercise or enjoyment of property, as it relates to rights guaranteed under the Fair Housing Act, the Officer must notify his supervisor (or otherwise, identified individual) to ensure that it complies with the Court Order. All actions addressed in § 5 C (1) of the Judgement and Decree Granting Injunctive Relief Order require compliance.
- 5. Prior to the Officer interfering with an individual's use, access, or denial of utility services, the Officer must notify his supervisor (or otherwise, identified individual) to ensure that it complies with the Court Order. All actions addressed in § 5 C (9-12) of the Judgement and Decree Granting Injunctive Relief Order require compliance.

- 1. Prior to the Officer denying, voiding, or issuing any "stop-work" orders for construction, building, or development, the Officer must notify his supervisor (or otherwise, identified individual) to ensure that it complies with the Court Order. All actions addressed in § 5 C (3-7) of the Judgement and Decree Granting Injunctive Relief Order require compliance.
- 2. All "stop-work" orders should be provided on official forms from the respective departments. At a minimum, these forms should include the date, time, location of action, name and contact number of Officer, statement of the reason for action, and a name and number of supervising Officer or department.
- 3. The Officer should receive all mandatory "court-required" training before and throughout their tenure.
- 4. The Town's management should establish a standard of documentation required by the Officer.
- 5. Town management and supervisors should regularly review both the policies, procedures, and duties of this office, and occasionally inspect specific enforcement incidents to determine proper and legal handling.
- 6. It is always beneficial to a community to establish an appeals process for any person feeling aggrieved because of enforcement by a city official. I would strongly recommend that the towns consider such an appeals process. Also, by establishing an administrative appeals process, there is hope in amicably resolving the issue before the often costly and lengthy use of the legal system.

Appeals Process

An appeals process should be determined and codified in the town code. An example of an appeal process should include:

- 1. Complainants should be notified of their rights and procedure for filing an appeal.
- 2. A time limit should be established from Officer's action to the filing of the appeal (i.e., 14 days, 30 days, etc.). Identify whether business or calendar days.
- 3. Identify the appeal authority. This could be an appeals board consisting of citizens, similar to a Board of Adjustments. If it involves technical issues, you may want to consider an administrative law judge or ALJ (anyone who has some expertise in the topic). The appeal authority can initially be the immediate supervisor, department head, or town manager. The Town Council could also be an appeals body.
- 4. A time limit should be established in which the appeals board will provide a "written" decision.
- 5. Decisions of the appeal body should state the claim, the facts of the case, the decision of the appellate authority, and the basis for the decision.
- 6. If the complainant is not satisfied with the appeal board's decision, additional appeals may be granted in the process. These should be clearly outlined and time limits set on how quickly, after the original ruling, that the request to appeal must be submitted.
- 7. Any additional appellate body should follow similar procedures as those stated above.
- 8. All enforcement actions, by both parties, should be stayed as the appeal process is being exhausted.

9. Finally, you may consider adding language about the timetable that a filing needs to occur with any jurisdictional court after the individual has exhausted all of their administrative relief.

I offer these suggestions as guidelines for a procedural process with this position; I recognize that the communities will desire to mold this position with the characteristics and goals that best address their objectives. By clearly identifying the process of code administration, enforcement, and due-process, the towns will be providing a "safe harbor" for the organization and consistency in the treatment of community members.

Thank you, and please let me know if you have any questions.

Public Works Report

May 26, 2020

We have been operating the crusher plant as needed. With our trade agreements we are very busy with the plant.

We have processed about 450 cubic yards of chip.

We placed about 3000 yards of base in Bee's Market parking lot.

We installed irrigation lines in Mohave Ave. where the CDBG project will be.

We did our first chipseal job of the season. We chipsealed Pioneer St. and Garden Ave. The next project we are getting ready for is Maxwell Parkway planning it chip on the 1st of June.

We have been and need to patch potholes and grade roads. We have done some sign repairs etc. Always lots to do.

We planted the new trees in the planter strips that were removed. With the summer season upon us we need help in the parks department.

Thanks for the opportunity to help improve our community.

Public Works Director



TOWN OF COLORADO CITY

P. O. Box 70 * Colorado City, Arizona 86021 Phone & TDD: 928-875-2646 * Fax: 928-875-2778

AIRPORT MANAGER'S REPORT

May 7, 2020

April flying weather has warmed up considerably, and we are starting to see some hot days. Flying has been rough in the hotter part of the day. We still saw approximately 275 operations, as there was quite a bit of touch-and-go instructional traffic, especially in the morning, and especially Saturday mornings. Jet traffic is starting up again, although slowly. The ZBA hangar is making good progress, as the structure is finished except for the garage doors. We have several projects hitting us at once, such as the APMS project and the Access Road project, but construction time should not overlap too much.

Project and Maintenance activity throughout April:

- Land Acquisition: We saw the draft land patent. It is going to the US Attorney's office.
- Airport Pavement Maintenance Project: The APMS project is pretty much finished except for the permanent markings. They paint temporary markings and wait for the oil to cure for a month or so before they apply permanent markings. They had quite a bit of difficulty with the equipment and so we had to keep the main runway NOTAM'd out for a few more days. They had enough oil left over to apply it on the pavement around the T-hangars. There are 2 pictures below, one showing their friction testing rig doing the 40-mph test after sealcoat application, and another showing the pavement around the T-hangars.
- Fencing Project: The grant has been given and design work continues. We are working around an archeological site at the end of Runway 02.
- Access Road Project: It looks like construction won't start until the first of June.
- Other Project/Maintenance Items: Daily sanitizing continues due to COVID-19. We have started doing more mowing with all three mowers. Maintenance as usual continues.

Thank you, LaDell Bistline Jr.

APMS - Airport Pavement Maintenance System NOTAM - Notice to Airmen





HILDALE - COLORADO CITY FIRE DEPARTMENT

FIRE CHIEF'S REPORT TO THE BOARD

May 26, 2020

ADMINISTRATIVE ACTIONS:

Brief Report on COVID-19 (Corona Virus) Actions:

- Though somewhat slowed down, participation continues on numerous calls and webinar sessions to get current information, best practices, PPE availability and finance grant updates. These sessions have included the Arizona Department of Health, Arizona Emergency Management, Utah Bureau of EMS, Mohave County Public Health Dept., Mohave County Emergency Management, Mohave County Fire Officers Assoc., Washington County Emergency Management, Utah International Association of Fire Chiefs, Lexipol (legal), and EMS World. Most of these conferences have been weekly, sometimes twice weekly.
- Mohave County Health Department has notified us of two known COVID-19 cases within our response area. No names or details are given, but it helps up be even more alert.
- We continue to require EMS personnel to wear a mask and eye protection on every patient contact. If any aerosolizing procedure is done, gowns are added. A simple procedure mask is placed on every patient. Ambulances are completed wiped down with disinfectant wipes after every patient.
- We have received PPE supplies from Washington County. We are also starting to get some backorders in from usual vendor sources. At the current "burn rate" it is expected that the current PPE stock would last at least 12-14 weeks.
- As is the national discussion, it is too early to tell when to start relaxing some of the procedures. It is our approach to continue with great caution and not let up too early. The potential for a sudden increase of cases is very real as the "world" begins to get back to normal operations.
- Plans are in place to resume normal training plans on June 1.
- Wildland response protocols from both state forestry departments and the federal fire response agencies are in place to address social distancing as the fire season is underway.
- The annual Arizona Fire Chiefs Association and Arizona Fire Districts Association joint conference in July has been cancelled. The Arizona State Fire School normally held in September has been cancelled.

A "welcome call" was held and contracts are being finalized with the Alliance Benefit Group – Rocky Mountain for the paid employee retirement plan. It is scheduled to be in place by June 30.

The appraisal for the Station 1 property is being completed.

The SAMHSA EMS Training grant application in the amount of \$118,860 and the AFG-Supplemental grant for \$4,420 for PPE were submitted. The SAFER staffing grant deadline was moved to May 27 and is yet to be submitted.

On Monday, May 18, a new STATION 5 sign was mounted on the front of the Centennial Park station. Pictures were taken. A community open house will be planned when appropriate.

TRAINING REPORT: In lieu of combined training this month, each station has been meeting on Tuesday evenings for company training. It has been a good opportunity to conduct apparatus and equipment readiness checks.

The Wildland Class met on a Saturday morning to complete the necessary skills checks in order to obtain their red card certifications.

MAINTENANCE REPORT: Maintenance focus has been on preparing the brush trucks for wildland season. A steering gear box was replaced on BR1012, along with a front-end alignment. New steering tires were placed on E1011. New steer tires will also be placed on WT1011 when some linkage is replaced. In anticipation of an AFG award, time has been spent developing specifications for a new water tender. The Station 1 ice machine was repaired and is working well. The compressor lines, compressor and electrical is being installed for the ice machine at Station 3.

IT maintenance has required more and more time to keep tablets, desktops, and servers running. All emails stopped being received and it was traced back to a lack of renewal of a contract with an email provider. The notices of renewal were going to out-of-date emails of former employees.

<u>FIRE PREVENTION:</u> The usual end-of-school classroom presentations were cancelled due to the coronavirus closures. No CPR classes have been scheduled.

OTHER: The wildland season is off to an early running start. We have had several back-yard fires as a result of unauthorized or reckless burning. We provided mutual aid to Hurricane Valley FD on three large wildland fires in three days. We also responded to a fire alongside SR 389 east of Pipe Springs and assisted Kanab and BLM.

RESPECTFULLY SUBMITTED:

Kevin J. Barlow, Chief



5/18/20 – 1450 W. 600 N. fire in Hurricane with Anderson Junction Fire in background.



5/18/20 – Late night "mop up" at Anderson Junction Fire.

NOTICE

The Utility Board will meet on Thursday, May 21st ,2020 at 6:00 p.m. M.D.T. Online a https://zoom.us/j/96501808898?pwd=bXZQQXE2THdlYldnejkwODlNdXM5Zz09

AGENDA:

- 1. Call to Order
- 2. Prayer & Pledge of Allegiance
- 3. Public Comment
- 4. Approval of Meeting Minutes
- 5. Director Report
- 6. Review of Draft FY 21 Budget
- 7. Review of Water Infrastructure Investment Policy
- 8. Consideration and Possible Action on Waiver Requests
- 9. Consideration and Possible Aciton on Employee Bonus
- 10. Consideration and Possible Action on Emergency Water Operations Policy
- 11. Consideration and Possible Action on Recommended Late Charge Ordinance Revision and Clarification
- 12. Review of Draft Water Master Plan
- 13. Adjournment



Operations Manager's Report

April/May 2020

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

Operations Summary

This month has kept us hopping as we met with a warm snap which in turn our customers ramped up water demand, we already had well21 (the deep well by the water plant) down for repairs. We immediately restored power service to the remaining wells, this is the first time we as the city have operated these wells. Previously they were operated by Twin City Water Works, this added a new aspect for myself and staff. Well19 (by the highway) begin gulping air, we suspected the well screen to be clogged as the well hadn't been used for two years. We poured 30lb of dry ice down the well in hopes that it would agitate the water and clear some of the clogging. It appeared to work and ran for little more than a week before acting up again. We'll have to pull the pump and see what we can do to clean the well screen

Well#17 (on Willow St) has similar issues, well ran for two days, then tripped off. Suspect the pump screen clogged or pump to be worn out, this well will also have to be pulled.

Without other options, we moved into water restrictions, we then purged and turned the Academy Ave well into the system. This gave us the added flow we needed to get over the peak demand. The next day Harrison, Sunrise Engineers, myself and Nam Ho met via ZOOM to discuss the Academy Ave Well, we obtain verbal approval to use it in emergency situations, and started application to add it as a permanent source. Harrison ran the additional radium tests to Flagstaff.

Our technicians worked feverishly to get well21 back in service, we succeed in getting it running at 5pm on the 29th of April.

We then attacked wells 4 and 4b, we pulled both repair them, they are back in service.

On the gas system, we extended a 2" gas main about 1,400ft on east Mohave Ave. we will be connecting 3 of our existing tank customers to the new line. A new natural gas customer was added on Elm St. A monitoring line was extended from Richard St. to well 22 so a continuous system pressure monitoring can be data logged.

We received the cutter stack for the Muffin Monster at the sewer plant. Our technicians pulled the old grinder, replaced the cutter stack using the existing motor and gear box, and put it back into service.

With the warm weather we are already evaporating all influent in the treatment ponds. We may have to add storage or makeup water to keep the level of the ponds up.

Some time has been spent getting residences connected for fiberoptic service to our ISP network.

Safety Program Implementation

Myself, Nathan and Todd met with the Safety council discussion on traffic safety.

Training Objectives

Crew met with a Representative from Kennedy Valve went over repair and maintenance of fire hydrants.

Repairs and Maintenance

VF drive replaced to prefilter booster pump

Headworks grinder repaired

Well pump and motor replaced in well4b

Several fire hydrants repaired

Ongoing: pressure relief valve to be installed at the water plant.

Pull and repair well 17

Pull and repair well 19

Mohave Ave Project

We will be completing the gas customer connections on Mohave ave. and Redwood St.

Gas Monitoring

Completing monitor for distribution gas system pressures on Richard st.

Fiber Link to Lab

Upgrading fiber to labshop, repairing fiber link to well22. Installing fiber conduit to sewer plant. Installing fiber communications to Academy Ave well.



Director's Report
March/April 2020

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

Account Update

Number of accounts billed for April 2020:

Water base rate	878
Sewer	821
Gas base rate	683
Water Penalties	322
Gas Penalties	228

of shut off notices printed April 15, 2020 193

of final billed accounts with final bill date in April is 14

of new connect accounts in April is 13

COVID-19 Pandemic Operational Response

The Department has suspended operational measures for the current time, and our office has reopened to the public.

COVID-19 Pandemic Financial and Billing Response

We've received a total 20 suspensions of account totaling around \$12,000 of billing. This has been far lower than anticipated, however we are still strictly controlling all spending.

Fiber Network

The Department has now four connections, with the goal of generating two connections per week.

Compliance Assistance Program

The Department is pleased with the progress that we've made with the investigations and actions of the Compliance Assistance Officer.

Water Project-Rights Discussion

The Department is currently working on obtaining a water rights appraiser to value the UEP's water rights contributions and on working on a financial analysis document.



Budget for Fiscal Year 2021

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

Budgetary Policy Doctrine

The Department's budgetary policy should outline what funding Department Management is proposing for the upcoming fiscal year. With the COVID-19 Pandemic's economic impact there may be some significant disruption to our financial health. Department Management carefully monitors customer requests and waivers concerning the economic disruption.

Beyond constraints and events that are outside the control of Management, the Department's budgetary doctrine is as follows:

- 1. Repairs and preventative maintenance of critical infrastructure in poor conditions
- 2. Upgrading legacy infrastructure to meet current regulatory and compliance standards
- 3. Modernizing personnel pay and benefit structures to ensure long-term employee viability and recruitment

Water Infrastructure Investment

Department Management is deeply concerned about the status of critical assets that are in poor condition. Our primary concern being in our Treatment, and Collection and Transmission systems. These systems present the highest vulnerability that our water system possesses, as failures in any one of these could constitute state of emergency.

Our funding priorities for FY 21 will be on the following:

- Collection & Transmissions
 - Well Maintenance and Repair
- Distribution
 - Upper Pressure Zone Issues in Northwest Hildale
- Treatment
 - Network and Automation Upgrades

FY 21 Funding Priorities

Well Maintenance and Repair	\$ 60,111.74
Upper Pressure Zone Issues	\$ 48,089.39
Network Automation Upgrades	\$ 12,022.35
Total	\$ 120,223.48

Please see proposed Water Infrastructure Maintenance and Investment Policy and financial analysis in Appendix A.

Wastewater Department Infrastructure Investment

The Wastewater Department will need to confront one of the two projects within the next fiscal year. The first is the A-Line repair, and the other is an upgraded sewer headworks and grinder project.

Estimated Cost of Project:

- A-Line Repair: \$175,000

- Sewer Headworks Upgrade: \$250,000

Considering the timeliness and necessity of the projects, Department Management recommends that the A-Line repair take precedence.

Employee Compensation

Community Comparison's

Santa Clara-7,118 Pop

- Public Works Director(Water, Sewer, Electric): \$160,726.62
- Public Works Supervisor(Water, Sewer, Stormwater): \$93,449.49

Enoch- 6,534 Pop

- Public Works Director (Water, Sewer): \$55,660.16

Providence-7,300 Pop

- Water/Wastewater Operator: \$90,782.55

Ephraim- 6,987 Pop

- Public Works Employee III (Water, Sewer): \$100,867.97

Plain City- 6,560 Pop

- Public Works (General, Sewer, Storm): \$105.051.84

Harrisville- 6,356 Pop

- Public Works Director (General, Storm): \$144,683.47

Moab- 5,259 Pop

Water Worker III- \$101,623.41 (Salary: \$54,931.56, Benefits: \$43,904.63 Leave Paid: \$2,787.22)

Hildale-Colorado City- 7,000 Pop

- Director (Water, Sewer, Gas, Fiber)-\$50,000
- Operations Manager (Water Sewer, Gas, Fiber)-\$56,000

New Employee Compensation Proposal

Properly compensating employees is essential to retaining and attracting talent to our Department. We need to directly address the reality that current compensation does not meet the reality of districts of similar size. Additionally, there is a dual reality that simply increasing salaries to become immediately competitive may have adverse budgetary consequences. Department Management strongly encourages the Board to support annual increases of employee compensation to more closely meet those of our surrounding utility districts.

See Appendix B for specific compensation proposals

Office of Canaan Mountain Water Project

The water canyon project's principal cost will not likely be incurred until next fiscal year, however there may be some costs for personnel and testing that may be required. It will require us to establish an office and hire personnel who are able to work on the project.

-	Personnel:	\$150,000
-	Equipment:	\$10,000
-	Services:	\$10,000
-	Engineering:	\$8,000
-	Travel:	\$3,000
-	Application Fees:	\$15,000

Total: \$196,000



Budget Item Assignment Policy Fiscal 2021

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

Overview

The Hildale-Colorado City Utility Department would like to formalize specific funding narratives.

Joint Administration

65-41-110 ; Salaries- Permanent Employees

 This item shall reflect the annual salaries of permanent employees who deliver services to the Utility Department as a whole. This is a restricted item, and no other expenses shall be annotated here.

65-41-117; Attorney Salary

- This item shall reflect only the expenses incurred for permanent attorneys working for the Utility Department. This is a restricted item, and no other expenses shall be annotated here.

65-41-130; Payroll Taxes

- This item shall reflect only the expenses incurred for permanent employee payroll taxes for employees under the Joint Administration fund. This is a restricted item, and no other expenses shall be annotated here.

65-41-140: Benefits-Other Retirement Benefits

- This item shall reflect expenses incurred for funding employee retirement accounts under the Joint Administration fund. This is Joint Administration restricted and may be used to fund other items relevant to employee benefits with Director approval.

65-41-141; Workers Compensation

- This item shall reflect expenses incurred for funding employee workers compensation under the Joint Administration fund. This is a restricted item, and no other expenses shall be annotated here.

65-41-142; Insurance Benefits- Non-Medical

This item shall reflect expenses incurred for funding insurance benefits that are not related to medical insurance such as life insurance for employees under the Joint Administration fund. This is Joint Administration restricted and may be used to fund other items relevant to employee benefits with Director approval.

65-41-145; Insurance Benefits- Medical

- This item shall reflect expenses incurred for funding insurance benefits that are directly related to providing medical insurance to employees under the Joint Administration fund. This is Joint Administration restricted and may be used to fund other items relevant to employee benefits with Director approval.

65-41-146; Bonuses and Benefits-Other

- This item shall reflect expenses incurred for funding employee bonuses, or other tertiary benefits for employees under the Joint Administration fund. This is Joint Administration restricted and may be used to fund other items relevant to employee benefits with Director approval.

65-41-145; Print & Postage

This item shall reflect expenses incurred for funding the printing, postage or other delivery services related to the delivery of billings for Utility Services. This is Joint Administration restricted and may be used to fund other items relevant to print and postage relating to Utility Services with Director approval.

65-41-150; Stipends- Utility Board

- This item shall reflect expenses incurred for funding stipends for board members who attend the regular board meetings. This is Joint Administration restricted and may be used to fund other items relevant to funding Utility Board Operations with Director approval.

65-41-160; Merchant Processing

- This item shall reflect expenses incurred for funding credit card processing or other vendor processing fees directly relating to the collection of Utility Billings. This is a restricted item, and no other expenses shall be annotated here.

65-41-165; Capital Building

- This item shall reflect expenses incurred for capitalized permanent improvements or replacements to the Utility Main Office. This shall include improvements or replacements of fixtures, walls, electrical, plumbing and other expenses directly related. This is Joint Administration restricted and may be used to fund other items relevant to funding Utility Main Office Improvements with Director approval.

65-41-170; Capital Equipment

- This item shall reflect expenses incurred for capitalized permanent equipment for the Utility Main Office. This shall include equipment such as HVAC, generators, security systems, AV systems, Televisions, Food Storage and Preparation. This is Joint Administration restricted and may be used to fund other items relevant to funding Utility Main Office Improvements with Director approval.

65-41-235 : Food & Refreshment

This item shall reflect expenses incurred for food and refreshments for employees, public meetings and other times where official work is being conducted. This item is fund unrestricted and other expenses related to food and refreshments may be annotated here with Director approval.

65-41-240; Office Expense & Supplies

- This item shall reflect expenses incurred for miscellaneous office supplies for administrative and technical staff. This item is fund unrestricted

65-41-250; Equipment Supplies & Maintenance Capitalized Technical Equipment & Maintenance

- This item shall reflect expenses incurred for capitalized equipment that may be subject to depreciation and require capital funding and replacement for Joint Administration Operations. This is Joint Administration restricted and may be used to fund other items relevant to funding Technical Equipment with Director approval.

65-41-251; Maintenance- Buildings, Vehicle

- This item shall reflect expenses incurred for maintenance of Joint Utility Offices, Facilities, and Vehicles. This is Joint Administration restricted and may be used to fund other items relevant to funding maintenance with Director approval.

65-41-250; Fuel Fuel & Utility Transportation

- This item shall reflect expenses incurred for fueling Joint Utility Vehicles, and reimbursements for employee transportation directly related to regular non-travel operations. This item is fund unrestricted and other expenses related to fuel or transportation may be annotated here with Director approval.

65-41-260; Tools & Equipment- Non-Capital

- This item shall reflect expenses incurred for non-capitalized equipment that is not fund specific used by either administrative or technical staff. This is Joint Administration restricted and may be used to fund other items relevant to funding Technical Equipment with Director approval.

65-41-280; Utilities

- This item shall reflect expenses incurred for power, water, sewer, gas and other related services for Joint Utility Offices and Facilities. This item is fund unrestricted and other expenses related to utility services may be annotated here with Director approval.

65-41-285; Power

- This item shall reflect expenses incurred for power, and other related services for Joint Utility Offices and Facilities. This item is fund unrestricted and other expenses related to utility services may be annotated here with Director approval.

65-41-310; Professional Technical

- This item is subject to elimination and its current allocation redistributed to the following items:
 - o 65-41-317; IT Software- Casselle, AutoCad, Email Licenses

65-41-313; Auditor

- This item shall reflect expenses incurred for annual auditing services under the Joint Utility Administration. This is a restricted item, and no other expenses shall be annotated here.

65-41-315; Legal

- This item shall reflect expenses incurred for legal services to include legal review from outside legal counsel, litigation defense/support and contract generation. This item is fund unrestricted and other expenses related to legal services may be annotated here with Director approval.

65-41-317; Information Technology- Consulting

 This item shall reflect expenses incurred for consults or contractors who provide services relating to information technology. This item is fund unrestricted and other expenses relating to consulting or information technology may be annotated here with Director approval.

65-41-318; Information Technology- Software

- This item shall reflect expenses incurred for purchasing, renting or leasing software or online programs, including internet services, that support Department functions. This item is fund unrestricted and other expenses relating to computer software may be annotated here with Director approval.

65-41-319; Information Technology- System

- Awaiting further information from Hildale City Manager

65-41-330; Education

- This item shall reflect expenses incurred for employee education and training under the Joint Utility Administration. This item is fund unrestricted and other expenses related to education may be annotated here with Director approval.

65-41-510; Insurance

- This item shall reflect expenses incurred for insurance coverage for commercial activities, vehicle and equipment operation, financial operations, and any other utility related activities. This item is fund unrestricted and other expenses related to Insurance may be annotated here with Director approval.

65-41-603; Office of Canaan Mountain Water Project

- This item shall reflect the expenses incurred from costs of personnel, services and equipment for the project office. This item is fund unrestricted and other expenses related to our Canaan Mountain Water Project may be reflected here. 65-

65-41-720; Buildings Improvement

This item shall reflect expenses incurred for non-capitalized building improvements. This
item is fund unrestricted and other expenses related to Buildings may be annotated here
with Director approval.

65-41-741; Equipment - Office

This item is subject to elimination and its current allocation redistributed to the following items: Tools and Equipment and Maintenance Non-capital; 65-41-260

65-41-780; Reserve Purchases

- This item shall reflect transfers of reserve funds for purchases under the Joint Utility Administration. This item is normally unfunded.

65-41-901; Promotional Surveys

- This item shall reflect expenses related to the production, distribution and award of promotional items to our customers. This item is fund unrestricted and other expenses related to promotions may be annotated here with Director approval.

65-41-900; Automatic Payment Rebate

- This item is a temporary funding mechanism to encourage customers to register for online bill payments. This item is fund unrestricted and other expenses related to customer rebates may be annotated here with Director approval.

65-41-850; Debt Service- Vehicles & Equipment

- This item shall reflect expenses incurred for payments on debt for vehicles and equipment under the Joint Utility Administration. This is Joint Administration restricted and may be used to fund other items relevant to funding debt service with Director approval.

65-41-960; Transfers to Reserve funds

 This item shall reflect transfers to cash reserve funds for capital spending, contingency or other purpose deemed necessary by the Director. funds are generally transferred at the conclusion of the fiscal year. funds may be appropriated with Board approval and public notice.

Water Department

81-37-111: Water Sales- Metered

- This item shall reflect revenue from metered usage water sales to culinary water customers within the boundary of Hildale and Colorado City. This item is restricted and no other revenue shall be reflected here.

81-37-121: Water Sales- Flat Rate

- This item shall reflect revenue from base rates for availability of culinary water use to customers within the municipal boundary of Hildale and Colorado City. This item is restricted and no other revenue shall be reflected here.

81-37-331; Connection Charges

- This item shall reflect the revenue from the connection of new customers or reconnection of existing customers who have had their water service temporarily shut off.

81-37-332; Construction & Repair

- This item shall reflect the revenue from construction and repair services provided to customers for the installation and repair of their systems. This item is Water Department restricted and may be used to fund other items relevant to water construction services.

81-37-411; Interest

- This item shall reflect to revenue from interest bearing accounts directly related to the Water Department. This item is restricted and no other revenue shall be reflected here.

81-37-412; Penalties

- This item shall reflect revenue from penalty fees levied against customer accounts for late payments, ordinance and regulation violations, and legal settlements. This item is restricted and no other revenue shall be reflected here.

81-37-451 : Impact Fees- UT

- This item shall reflect impact fees collected in the state of Utah. This item is restricted and no other revenue shall be reflected here.

81-37-452; Impact Fees- AZ

- This item shall reflect impact fees collected in the state of Arizona. This item is restricted and no other revenue shall be reflected here.

Non-Operating Revenue

81-37-440; Sundry Non-Operating Revenue

81-38-450: Transfers from Reserves

- This item shall reflect a transfer from reserves and shall be offset Reserve Purchase to annotate what the funds were used for. Amounts annotated here should reflect a change in cash positions.

81-38-999 ; Contingency

- This item shall reflect a budget contingency directly reflected in a contingency expense. However this item may be subject to elimination.

Operating Expenses

81-41-110; Salaries-Permanent Employees

 This item shall reflect expenses relating to payment of salaries specific to the Water Department. Until Department expansion this item is likely to remain unfunded. This item is restricted an no other expense shall be reflected here.

81-41-210; Books, Subscription & Memberships Training/Reference Materials and Subscriptions

- This item shall reflect expenses relating to training and reference materials, or subscriptions to training materials that are not included in the base costs of memberships. This item shall include the cost of training attendance fees, but will NOT cover travel expenses to distance training events. This item is restricted and no other expense shall be reflected here.

81-41-215; Association Memberships

- This item shall reflect expenses directly relating to association and membership fees in which, the Department is participating. This item is restricted and no other expense shall be reflected here.

81-41-230; Travel

- This item shall reflect expenses directly relating travel costs that include but are not limited to, transportation, lodging, and per diem meals. This item is restricted and no other expense shall be reflected here.

81-41-235; Food & Refreshment

- This item is subject to elimination and its current allocation redistributed to the following item:
 - o 65-41-235 Food & Refreshment

81-41-250; Equipment, Supplies & Maintenance

- This item shall reflect expenses directly relating to non-additive equipment, supplies and maintenance that does NOT add or replace installed capital infrastructure. This item is restricted and no other expense shall be reflected here.

81-41-257 : Fuel

- This item shall reflect the cost of fuel to machinery and equipment of the Water Department. This item is fund unrestricted and can be expensed to provide fuel funds to Department vehicles and machinery if used in Water Department Operations at the discretion of the Director.

81-41-260; Tools & Equipment- Non Capital

- This item shall reflect the cost of equipment under the capital requirement assigned to the Water Department. This item is restricted and no other expense shall be reflected here.

81-41-273; Maintenance and Supply-System

- This item shall reflect expenses that are additive and replacements of installed capital infrastructure. This item is restricted and no other expenses shall be reflected here.

81-41-280 : Capital Infrastructure Investment

- This item shall reflect the cost of replacement of capitalized infrastructure based on the Capital Infrastructure Replacement Plan. This item is fund unrestricted and can be used for emergency repairs or response with the approval of the Director.

81-41-185; Power

 This item shall reflect the cost of power to the water treatment facility, and any other water department specific facilities. This item is restricted and no other expenses shall be reflected here.

81-41-311; Engineer

- This item shall reflect the cost of engineering services related to Water Department operations or projects. This item is fund unrestricted and can be used for engineering services for other projects with the approval of the Director.

81-41-314; Laboratory & Testing

- This item shall reflect the cost of regulatory and exploratory water sample testing from qualified labs, certified laboratory technicians or qualified products. This item is fund unrestricted and can be used for laboratory and testing for other projects with the approval of the Director.

81-41-315 ; Legal- General

- This item is subject to elimination and funding is subject to transfer to Legal-General in the Joint Administration fund
 - o 65-41-315; Legal General

81-41-330 : Education

- This item shall reflect the cost operator education and training for the Water Department. This shall NOT include transportation or other travel costs. This item is fund unrestricted and can be used for general education for operators with the approval of the Director.

81-41-340; System Construction Services

- This item is subject to elimination and funding is subject to transfer to Capital Infrastructure Replacement and Construction in the Water fund
 - o 81-41-275; Capital Infrastructure Replacement and Construction

81-41-341 : Construction- Customer's Installation

 This item shall reflect the cost of installation of customers' water services and is an offset account with the Water fund Revenue 81-37-332; Construction & Repair. This item reflects the cost of materials, labor and administrative costs of providing construction and repair services.

81-41-432; Special Department Supplies-Water Treatment Chemicals & Supplies

- This item shall reflect the cost of consumable treatment chemicals and supplies for our culinary water systems. This item is fund unrestricted and other expenses related to water treatment may be reflected here with Director approval.

81-41-580; Rent or Lease

- This item shall reflect the cost of rental or leases that support the Water Department. This item restricted and no other expenses shall be reflected here.

Non-Operating Expenses

81-42-560 ; Bad Debt Expense

- This item shall reflect the cost of expensing debt and uncollectable receivables from Water Department revenues. This item shall be restricted and no other expenses shall be reflected here.

81-42-730; Improvements Other Than Buildings

- This item shall reflect the cost of improvements that are not building improvements.

81-42-742; Equipment-Field

- This item shall reflect the cost of water department specific equipment purchases that are outfitted for field duty only. This item is restricted to non-capitalized expenses. This item is further restricted and no other expenses shall be reflected here.

81-42-780; Reserve Purchases

- This item is subject to elimination and funding is subject to transfer to significant revision

81-42-815; Principle and Interest with Water Rights Loan

- This item shall reflect the cost of interest and principle payments on the Water Rights loans exclusively. This item is restricted and no other expenses shall be reflected here.

81-42-911: Transfers to Joint Administration fund

- This item shall reflect the fund transfers made to cover the expenses cost of the Joint Administration fund exclusively. This item is restricted and no other expenses shall be reflected here.

81-42-912; Transfers to Litigation

- This item shall reflect the fund transfers to a joint litigation fund exclusively. This item is restricted and no other expenses shall be reflected here.

81-42-912; Transfers to Judgment Mitigation Resolution fund

- This item shall reflect the fund transfers to a Judgement Resolution fund exclusively. This item is restricted and no other expenses shall be reflected here.

81-42-960; Transfers to Reserve funds

- This item is subject to elimination and funding is subject to transfer to significant revision

81-42-999 ; Contingency

- This item is a contingency buffer for annual state reporting budgetary purposes. This item is restricted to Director or Board Approved actions only.

Sewer Department

82-37-311; Service Charges

- This item shall reflect revenue from wastewater services to culinary water customers within the boundary of Hildale and Colorado City. This item is restricted and no other revenue shall be reflected here.

82-37-312; Service Charges - CPMCWID

- This item shall reflect the revenue from wastewater services provided to the Centennial Park Water Improvement District. This item is restricted and no other revenue shall be reflected here.

82-37-331; Connection Charges

- This item shall reflect the revenue from the connection of new customers or reconnection of existing customers.

82-37-332; Construction & Repair

- This item shall reflect the revenue from construction and repair services provided to customers for the installation and repair of their systems. This item is Sewer Department restricted and may be used to fund other items relevant to Sewer construction services.

82-37-411 : Interest

- This item shall reflect to revenue from interest bearing accounts directly related to the Sewer Department. This item is restricted and no other revenue shall be reflected here.

82-37-451 : Impact Fees- UT

- This item shall reflect impact fees collected in the state of Utah. This item is restricted and no other revenue shall be reflected here.

82-37-452; Impact Fees- AZ

- This item shall reflect impact fees collected in the state of Arizona. This item is restricted and no other revenue shall be reflected here.

Non-Operating Revenue

82-37-440; Sundry Non-Operating Revenue

82-38-450; Transfers from Reserves

- This item shall reflect a transfer from reserves and shall be offset Reserve Purchase to annotate what the funds were used for. Amounts annotated here should reflect a change in cash positions.

82-38-999 ; Contingency

- This item shall reflect a budget contingency directly reflected in a contingency expense. However this item may be subject to elimination.

Operating Expenditures

82-41-110; Salaries-Permanent Employees

- This item shall reflect expenses relating to payment of salaries specific to the Sewer Department. Until Department expansion this item is likely to remain unfunded. This item is restricted an no other expense shall be reflected here.

82-41-210: Books, Subscription & Memberships Training/Reference Materials and Subscriptions

- This item shall reflect expenses relating to training and reference materials, or subscriptions to training materials that are not included in the base costs of memberships. This item shall include the cost of training attendance fees, but will NOT cover travel expenses to distance training events. This item is restricted and no other expense shall be reflected here.

82-41-215; Association Memberships

 This item shall reflect expenses directly relating to association and membership fees in which, the Department is participating. This item is restricted and no other expense shall be reflected here.

82-41-230; Travel

- This item shall reflect expenses directly relating travel costs that include but are not limited to, transportation, lodging, and per diem meals. This item is restricted and no other expense shall be reflected here.

82-41-250; Equipment, Supplies & Maintenance

- This item shall reflect expenses directly relating to non-additive equipment, supplies and maintenance that does NOT add or replace installed capital infrastructure. This item is restricted and no other expense shall be reflected here.

82-41-257; Fuel

- This item shall reflect the cost of fuel to machinery and equipment of the Sewer Department. This item is fund unrestricted and can be expensed to provide fuel funds to Department vehicles and machinery if used in Sewer Department Operations at the discretion of the Director.

82-41-260; Tools & Equipment- Non Capital

- This item shall reflect the cost of equipment under the capital requirement assigned to the Sewer Department. This item is restricted and no other expense shall be reflected here.

82-41-273; Maintenance and Supply-System

- This item shall reflect expenses that are additive and replacements of installed capital infrastructure. This item is restricted and no other expenses shall be reflected here.

82-41-280; Capital Infrastructure Investment

- This item shall reflect the cost of replacement of capitalized infrastructure based on the Capital Infrastructure Replacement Plan. This item is fund unrestricted and can be used for emergency repairs or response with the approval of the Director.

82-41-185 : Power

 This item shall reflect the cost of power to the wastewater treatment facility, and any other sewer department specific facilities. This item is restricted and no other expenses shall be reflected here.

82-41-311; Engineer

- This item shall reflect the cost of engineering services related to Sewer Department operations or projects. This item is fund unrestricted and can be used for engineering services for other projects with the approval of the Director.

82-41-314; Laboratory & Testing

 This item shall reflect the cost of regulatory and exploratory wastewater sample testing from qualified labs, certified laboratory technicians or qualified products. This item is fund unrestricted and can be used for laboratory and testing for other projects with the approval of the Director.

82-41-315 ; Legal- General

- This item is subject to elimination and funding is subject to transfer to Legal-General in the Joint Administration fund
 - o 65-41-315; Legal General

82-41-330; Education

- This item shall reflect the cost operator education and training for the Sewer Department. This shall NOT include transportation or other travel costs. This item is fund unrestricted and can be used for general education for operators with the approval of the Director.

82-41-340; System Construction Services

- This item is subject to elimination and funding is subject to transfer to Capital Infrastructure
 Replacement and Construction in the Water fund
 - o 82-41-275; Capital Infrastructure Replacement and Construction

82-41-341; Construction- Customer's Installation

- This item shall reflect the cost of installation of customers' water services and is an offset account with the Sewer fund Revenue 82-37-332; Construction & Repair. This item reflects the cost of materials, labor and administrative costs of providing construction and repair services.

81-41-580 : Rent or Lease

- This item shall reflect the cost of rental or leases that support the Sewer Department. This item restricted and no other expenses shall be reflected here.

82-42-560; Bad Debt Expense

- This item shall reflect the cost of expensing debt and uncollectable receivables from Sewer Department revenues. This item shall be restricted and no other expenses shall be reflected here.

82-42-730; Buildings

- This item shall reflect the cost of improvements that are building improvements. This item is fund unrestricted and can be used for sewer building improvements with the approval of the Director.

82-42-742; Equipment-Field

- This item shall reflect the cost of sewer department specific equipment purchases that are outfitted for field duty only. This item is restricted to non-capitalized expenses. This item is further restricted and no other expenses shall be reflected here.

82-42-780; Reserve Purchases

- This item is subject to elimination and funding is subject to transfer to significant revision

82-42-812; Principal on Bonds -RDA B

- This item shall reflect the cost of principal payments on item specific bond. This item is restriction and no other expenses shall be reflected here.

82-42-813; Principal on Bonds – RDA C

- This item shall reflect the cost of principal payments on item specific bond. This item is restriction and no other expenses shall be reflected here.

82-42-81; Principal on Bonds – DWQ

- This item shall reflect the cost of principal payments on item specific bond. This item is restriction and no other expenses shall be reflected here.

82-42-822; Interest on Bonds – RDA B

- This item shall reflect the cost of interest payments on item specific bond. This item is restriction and no other expenses shall be reflected here.

82-42-823 ; Interest on Bonds - C

- This item shall reflect the cost of interest payments on item specific bond. This item is restriction and no other expenses shall be reflected here.

82-42-911; Transfers to Joint Administration fund

- This item shall reflect the fund transfers made to cover the expenses cost of the Joint Administration fund exclusively. This item is restricted and no other expenses shall be reflected here.

82-42-912; Transfers to Litigation

- This item shall reflect the fund transfers to a joint litigation fund exclusively. This item is restricted and no other expenses shall be reflected here.

82-42-912; Transfers to Judgment Mitigation Resolution fund

- This item shall reflect the fund transfers to a Judgement Resolution fund exclusively. This item is restricted and no other expenses shall be reflected here.

82-42-960; Transfers to Reserve funds

This item is subject to elimination and funding is subject to transfer to significant revision

82-42-999 ; Contingency

- This item is a contingency buffer for annual state reporting budgetary purposes. This item is restricted to Director or Board Approved actions only.

Gas Department

84-37-111; Gas Sales – Metered Natural

- This item shall reflect gas sale revenue of metered natural gas only. This item is restricted and no other revenue shall be reflected here.

84-37-112; Gas Sales- Metered Propane

- This item shall reflect gas sale revenue of metered propane gas only. This item is restricted and no other revenue shall be reflected here.

84-37-113 ; Gas Sales – Cylinder

- This item shall reflect gas sales revenue of cylinder sales only. This item is restricted and no other revenue shall be reflected here.

84-37-114; Gas Sales-Cylinder Exchange

 This item shall reflect gas sales revenue of cylinder exchanges only. This item is restricted and no other revenue shall be reflected here.

84-37-331; Connection Charges

 This item shall reflect the revenue from the connection of new customers or reconnection of existing customers.

84-37-411; Interest

- This item shall reflect to revenue from interest bearing accounts directly related to the Water Department. This item is restricted and no other revenue shall be reflected here.

84-37-412; Penalties

- This item shall reflect revenue from penalty fees levied against customer accounts for late payments, ordinance and regulation violations, and legal settlements. This item is restricted and no other revenue shall be reflected here.

Non-Operating Revenue

84-38-450: Transfers from Reserves

- This item shall reflect a transfer from reserves and shall be offset Reserve Purchase to annotate what the funds were used for. Amounts annotated here should reflect a change in cash positions.

84-39-901; Appropriations for Utility fund Balance

- ??

84-38-999 ; Contingency

- This item shall reflect a budget contingency directly reflected in a contingency expense. However this item may be subject to elimination.

Operating Expenses

84-41-110; Salaries-Permanent Employees

 This item shall reflect expenses relating to payment of salaries specific to the Gas Department. Until Department expansion this item is likely to remain unfunded. This item is restricted an no other expense shall be reflected here.

84-41-210; Books, Subscription & Memberships Training/Reference Materials and Subscriptions

- This item shall reflect expenses relating to training and reference materials, or subscriptions to training materials that are not included in the base costs of memberships. This item shall include the cost of training attendance fees, but will NOT cover travel expenses to distance training events. This item is restricted and no other expense shall be reflected here.

84-41-215; Association Memberships

- This item shall reflect expenses directly relating to association and membership fees in which, the Department is participating. This item is restricted and no other expense shall be reflected here.

84-41-230 : Travel

- This item shall reflect expenses directly relating travel costs that include but are not limited to, transportation, lodging, and per diem meals. This item is restricted and no other expense shall be reflected here.

84-41-235; Food & Refreshment

- This item is subject to elimination and its current allocation redistributed to the following item:
 - o 65-41-235 Food & Refreshment

84-41-250; Equipment, Supplies & Maintenance

- This item shall reflect expenses directly relating to non-additive equipment, supplies and maintenance that does NOT add or replace installed capital infrastructure. This item is restricted and no other expense shall be reflected here.

84-41-257; Fuel

This item shall reflect the cost of fuel to machinery and equipment of the Gas Department. This item is fund unrestricted and can be expensed to provide fuel funds to Department vehicles and machinery if used in Gas Department Operations at the discretion of the Director.

84-41-260; Tools & Equipment- Non Capital

- This item shall reflect the cost of equipment under the capital requirement assigned to the Gas Department. This item is restricted and no other expense shall be reflected here.

84-41-273; Maintenance and Supply-System

- This item shall reflect expenses that are additive and replacements of installed capital infrastructure. This item is restricted and no other expenses shall be reflected here.

84-41-280; Capital Infrastructure Investment

- This item shall reflect the cost of replacement of capitalized infrastructure based on the Capital Infrastructure Replacement Plan. This item is fund unrestricted and can be used for emergency repairs or response with the approval of the Director.

84-41-185 : Power

This item shall reflect the cost of power to the water treatment facility, and any other Gas
Department specific facilities. This item is restricted and no other expenses shall be
reflected here.

84-41-311; Engineer

- This item shall reflect the cost of engineering services related to Gas Department operations or projects. This item is fund unrestricted and can be used for engineering services for other projects with the approval of the Director.

84-41-314; Laboratory & Testing

- This item shall reflect the cost of regulatory and exploratory sample testing from qualified labs, certified laboratory technicians or qualified products. This item is fund unrestricted and can be used for laboratory and testing for other projects with the approval of the Director.

84-41-315 ; Legal- General

- This item is subject to elimination and funding is subject to transfer to Legal-General in the Joint Administration fund
 - o 65-41-315; Legal General

84-41-330 : Education

- This item shall reflect the cost operator education and training for the Gas Department. This shall NOT include transportation or other travel costs. This item is fund unrestricted and can be used for general education for operators with the approval of the Director.

84-41-340; System Construction Services

- This item is subject to elimination and funding is subject to transfer to Capital Infrastructure Replacement and Construction in the Water fund
 - o 81-41-275; Capital Infrastructure Replacement and Construction

84-41-341; Construction- Customer's Installation

 This item shall reflect the cost of installation of customers' water services and is an offset account with the Gas fund Revenue 84-37-332; Construction & Repair. This item reflects the cost of materials, labor and administrative costs of providing construction and repair services.

84-41-431; Natural Gas Commodity Supply

- This item shall reflect the expenses incurred to purchase natural gas from wholesale suppliers to provide to our customers only. This item restricted and no other expenses shall be reflected here.

84-41-432; Propane Gas Commodity Supply

- This item shall reflect the expenses incurred to purchase propane gas from wholesale suppliers to provide to our customers only. This item restricted and no other expenses shall be reflected here.

84-41-434; Natural Gas Commodity Transport

- This item shall reflect the expenses incurred to transport natural gas over transmission lines only. This item is restricted and no other expenses shall be reflected here.

84-41-580 : Rent or Lease

- This item shall reflect the cost of rental or leases that support the Gas Department. This item restricted and no other expenses shall be reflected here.

Non-Operating Expenses

84-42-560 ; Bad Debt Expense

- This item shall reflect the cost of expensing debt and uncollectable receivables from Gas Department revenues. This item shall be restricted and no other expenses shall be reflected here.

84-42-750; Special Projects Capital

- This item shall reflect the cost incurred for installing propane gas mainlines in the town of Colorado City from funds collected by the tariff propane customers pay. This item is restricted and other expenses shall be reflected here.

84-42-780; Reserve Purchases

- This item is subject to elimination and funding is subject to transfer to significant revision

84-42-911; Transfers to Joint Administration fund

- This item shall reflect the fund transfers made to cover the expenses cost of the Joint Administration fund exclusively. This item is restricted and no other expenses shall be reflected here.

84-42-912; Transfers to Litigation

- This item shall reflect the fund transfers to a joint litigation fund exclusively. This item is restricted and no other expenses shall be reflected here.

84-42-912; Transfers to Judgment Mitigation Resolution fund

- This item shall reflect the fund transfers to a Judgement Resolution fund exclusively. This item is restricted and no other expenses shall be reflected here.

84-42-960: Transfers to Reserve funds

- This item is subject to elimination and funding is subject to transfer to significant revision

84-42-970; Transfer to Colorado City Fiber Optic Department

- This item shall reflect transfers to Colorado City's Fiber Optic Services Department. This item is restricted and no other expenses shall be reflected here.

84-42-999 ; Contingency

- This item is a contingency buffer for annual state reporting budgetary purposes. This item is restricted to Director or Board Approved actions only.

		1		2		3		4	
	Distribution	0%	25%	26%	50%	51%	75%	76%	100%
61.57%	Age	New		Used		Deprecia	ted	Salvage	e
64.14%	Condition	Ideal		Good		Fair		Poor	
52.63%	System Necessity	Expendab	le	Margina	al	Significa	nt	Critica	I
59.45%			•						

		1		2		3		4	
	Treatment	0%	25%	26%	50%	51%	75%	76%	100%
83.74%	Age	New		Used		Deprecia	ted	Salvage	9
101.47%	Condition	Ideal		Good		Fair		Poor	
86.76%	System Necessity	Expendab	le	Margina	al	Significa	nt	Critical	ı
90.66%		-					•		

		1	2	3	4
	Collection&Trans	0% 259	6 26% 50%	51% 75%	76% 100%
65.85%	Age	New	Used	Depreciated	Salvage
112.50%	Condition	Ideal	Good	Fair	Poor
75.93%	System Necessity	Expendable	Marginal	Significant	Critical
0.4.760/			-	•	•

Total Water System Depreciation 3,094,568.36 Total Water System Value 1,666,605.47 **Total System Cost** 4,761,173.84 % of Depreciation Crit. Nec. & Poor Con. 33.63% 50 Year Replacement Timeline \$ 95,223.48 Cost per Customer \$ 5,478.91 Annual Cost per Customer 109.58 Annual Estimated Labor and Services 25,000.00 Annual Estimated Budget Cost 120,223.48 **FY 21 Funding Priorities** Well Maintenance and Repair \$ 60,111.74 Upper Pressure Zone Issues 48,089.39 12,022.35 **Network Automation Upgrades** 120,223.48

Condw. Ne Condition	Necessity	Item	CBV		CDV		Tota	l Cost	Depreciation %	Period	An. Depreciation Exp	Useful Life	Inflation	Org b	bk Val.	Inf. A	Adj.	Dep	. Val.	Inf. A	١dj.
6	3	6" Collection Line	\$	991.30	\$	5,473.71	\$	6,465.02	84.67%	22.00	\$ 248.	1 3.9	0.565	\$	633.42	\$	357.88	\$	3,497.58	\$ 1	1,976.13
1.5	1 3	Academeny Well Collection Line	\$ 23,	921.33	\$	1,083.55	\$	25,004.87	4.33%	2.00	\$ 541.	7 44.1	5 0.024	\$ 2	23,360.67	\$	560.66	\$	1,058.15	\$	25.40
4.5	3 3	06' Pump	\$	-	\$	2,116.08	\$	2,116.08	100.00%	12.00	\$ 176.	4 0.0	0.246			\$	-	\$	1,698.30	\$	417.78
4.5	3	06' Pump	\$	-	\$	4,107.69	\$	4,107.69	100.00%	12.00	\$ 342.	1 0.0	0.246			\$	-	\$	3,296.70	\$	810.99
4.5	3	07' Pump	\$	-	\$	4,107.69	\$	4,107.69	100.00%	12.00	\$ 342.	1 0.0	0.246			\$	-	\$	3,296.70	\$	810.99
3	2 3	07' Pump	\$	-	\$	2,116.08	\$	2,116.08	100.00%	12.00	\$ 176.	4 0.0	0.246			\$	-	\$	1,698.30	\$	417.78
3	2 3	10' Computer Scada	\$	-	\$	2,830.25	\$	2,830.25	100.00%	10.00	\$ 283.	2 0.0	0.152			\$	-	\$	2,456.81	\$	373.44
3	2 3	10' Computer Scada	\$	-	\$	5,262.34	\$	5,262.34	100.00%	10.00	\$ 526.	3 0.0	0.152			\$	-	\$	4,568.00	\$	694.34
2	2 2	12' Broadband Radio Equipment	\$	-	\$	1,790.90	\$	1,790.90	100.00%	7.00	\$ 255.	4 0.0	0.094			\$	-	\$	1,637.02	\$	153.88
2	2 2	12' Broadband Radio Equipment	\$	-	\$	3,325.96	\$	3,325.96	100.00%	7.00	\$ 475.	4 0.0	0.094			\$	-	\$	3,040.18	\$	285.78
2	2 2	! 12' Trimble Data Collector	\$	-	\$	1,947.18	\$	1,947.18	100.00%	7.00	\$ 278.	.7 0.0	0.094			\$	-	\$	1,779.87	\$	167.31
2	2 2	12' Trimble Data Collector	\$	-	\$	3,552.38	\$	3,552.38	100.00%	7.00	\$ 507.	8 0.0	0.094			\$	-	\$	3,247.15	\$	305.23
2	2 2	12' GPS Base and Rover	\$ 1,	348.98	\$	7,367.61	\$	8,716.59	84.52%	6.00	\$ 1,227.	4 1.1	0.078	\$	1,251.37	\$	97.61	\$	6,834.52	\$	533.09
2	2	12' GPS Base and Rover	\$ 2,	505.26	\$	13,682.70	\$	16,187.96	84.52%	6.00	\$ 2,280.	5 1.1	0.078	\$	2,323.99	\$	181.27	\$	12,692.67	\$	990.03
3	2 3	14' Well Pump	\$ 3,	526.17	\$	8,919.15	\$	12,445.32	71.67%	4.00	\$ 2,229.	9 1.5	0.061	\$	3,323.44	\$	202.73	\$	8,406.36	\$	512.79
8	4 4	Well 24	\$ 39,	125.00	\$ 2	195,625.00	\$	234,750.00	83.33%	20.00	\$ 9,781.	5 4.0	0.565	\$ 2	25,000.00	\$	14,125.00	\$ 1	.25,000.00	\$ 70	0,625.00
8	4	Well 22	\$ 39,	125.00	\$ 2	195,625.00	\$	234,750.00	83.33%	20.00	\$ 9,781.	5 4.0	0.565	\$ 2	25,000.00	\$:	14,125.00	\$ 1	.25,000.00	\$ 70	0,625.00
6	<mark>4</mark> 3	Well 11	\$ 39,	125.00	\$ 2	219,100.00	\$	258,225.00	84.85%	20.00	\$ 10,955.	0 3.5	7 0.565	\$ 2	25,000.00	\$	14,125.00	\$ 1	.40,000.00	\$ 79	9,100.00
6	4	Well 8	\$ 23,	475.00	\$	93,900.00	\$	117,375.00	80.00%	20.00	\$ 4,695.	0 5.0	0.565	\$:	15,000.00	\$	8,475.00	\$	60,000.00	\$ 33	3,900.00
8	44	Well 4a, 4b	\$ 39,	125.00	\$ 2	195,625.00	\$	234,750.00	83.33%	20.00	\$ 9,781.	5 4.0	0.565	\$ 2	25,000.00	\$	14,125.00	\$ 1	.25,000.00	\$ 70	0,625.00
6	4 3	Well 10	\$ 23,	475.00	\$	93,900.00	\$	117,375.00	80.00%	20.00	\$ 4,695.	0 5.0	0.565	\$:	15,000.00	\$	8,475.00	\$	60,000.00	\$ 33	3,900.00
8	44	Well 21	\$ 54,	775.00	\$ 2	258,225.00	\$	313,000.00	82.50%	20.00	\$ 12,911.	5 4.2	4 0.565	\$ 3	35,000.00	\$	19,775.00	\$ 1	.65,000.00	\$ 93	3,225.00
6	4	Well 15	\$ 15,	650.00	\$	62,600.00	\$	78,250.00	80.00%	20.00	\$ 3,130.	0 5.0	0.565	\$:	10,000.00	\$	5,650.00	\$	40,000.00	\$ 22	2,600.00
8	44	Well 19	\$ 39,	125.00	\$ 1	195,625.00	\$	234,750.00	83.33%	20.00	\$ 9,781.	5 4.0	0.565	\$ 2	25,000.00	\$	14,125.00	\$ 1	.25,000.00	\$ 70	0,625.00
6	4 3	Well 17	\$ 23,	475.00	\$	93,900.00	\$	117,375.00	80.00%	20.00	\$ 4,695.	0 5.0	0.565	\$:	15,000.00	\$	8,475.00	\$	60,000.00	\$ 33	3,900.00
2	1	Academy Avenue Well	\$ 307,	200.00	\$	61,440.00	\$	368,640.00	16.67%	3.00	\$ 20,480.	0 15.0	0.024	\$ 30	00,000.00	\$	7,200.00	\$	60,000.00	\$ 1	1,440.00
4.5	3 3	Power Plant Well	\$ 289,	000.00	\$ 2	127,160.00	\$	416,160.00	30.56%	11.00	\$ 11,560.	0 25.0	0.156	\$ 25	50,000.00	\$:	39,000.00	\$ 1	.10,000.00	\$ 17	,160.00

Condw. Ne Cond	lition Necessity	ltem	CBV		CDV		Total	Cost	Depreciation %	Period A	n. Depreciation Exp	Useful Life Inflation	Or	g bk Val.	Inf. Adj.	Dep.	Val.	Inf. Adj.
4	4	2 97' Scholzen Fire Hydrants	\$	-	\$	2,838.19	\$	2,838.19	100.00%	21.00	\$ 135.15	0.00	0.565 \$	-	\$ -	\$	1,813.54	\$ 1,024.65
4	4	2 97' Scholzen Fire Hydrants	\$	-	\$	5,270.92	\$	5,270.92	100.00%	21.00	\$ 251.00	0.00	0.565 \$	-	\$ -	\$	3,368.00	\$ 1,902.92
4.5	3	3 99' System Equipment Additions	\$	-	\$	48,178.79	\$	48,178.79	100.00%	20.00	\$ 2,408.94	0.00	0.507 \$	-	\$ -	\$ 3	31,970.00	\$ 16,208.79
4.5	3	3 99' System Equipment Additions	\$	-	\$	97,817.77	\$	97,817.77	100.00%	20.00	\$ 4,890.89	0.00	0.507 \$	-	\$ -	\$ 6	64,908.94	\$ 32,908.83
4.5	3	3 99' System Equipment Additions	\$	-	\$	97,817.77	\$	97,817.77	100.00%	19.00	\$ 5,148.30	0.00	0.507 \$	-	\$ -	\$ (64,908.94	\$ 32,908.83
4.5	3	3 99' System Equipment Additions	\$	-	\$	4,416.08	\$	4,416.08	100.00%	19.00	\$ 232.43	0.00	0.507 \$	-	\$ -	\$	2,930.38	\$ 1,485.70
4.5	3	3 Colorado City Distribution System	\$	29,158.80	\$	235,921.55	\$	265,080.35	89.00%	23.00	\$ 10,257.46	2.84	0.6 \$	18,224.25	\$ 10,934.55	\$ 14	47,450.97	\$ 88,470.58
4.5	3	3 Hildale Water Distribution Lines	\$	15,700.98	\$	126,991.52	\$	142,692.49	89.00%	23.00	\$ 5,521.37	2.84	0.6 \$	9,813.11	\$ 5,887.87	\$:	79,369.70	\$ 47,621.82
3	3	2 97' Utah Ave Upgrade	\$	2,230.66	\$	13,331.75	\$	15,562.41	85.67%	22.00	\$ 605.99	3.68	0.565 \$	1,425.35	\$ 805.32	\$	8,518.69	\$ 4,813.06
3	3	2 97' Utah Ave Line Upgrade	\$	3,345.97	\$	19,997.63	\$	23,343.60	85.67%	23.00	\$ 869.46	3.85	0.565 \$	2,138.00	\$ 1,207.97	\$:	12,778.04	\$ 7,219.59
2	2	2 00' Water System Improvement	\$	1,857.75	\$	5,287.79	\$	7,145.54	74.00%	19.00	\$ 278.30	6.68	0.458 \$	1,274.18	\$ 583.57	\$	3,626.74	\$ 1,661.05
2	2	2 00' Water System Improvement	\$	3,772.09	\$	10,735.53	\$	14,507.62	74.00%	19.00	\$ 565.03	6.68	0.458 \$	2,587.17	\$ 1,184.92	\$	7,363.19	\$ 3,372.34
2	2	2 02/01 System Improvements	\$	1,420.42	\$	3,262.28	\$	4,682.70	69.67%	18.00	\$ 181.24	7.84	0.419 \$	1,001.00	\$ 419.42	\$	2,299.00	\$ 963.28
2	2	2 02/01 System Improvements	\$	2,883.88	\$	6,623.42	\$	9,507.30	69.67%	18.00	\$ 367.97	7.84	0.419 \$	2,032.33	\$ 851.55	\$	4,667.67	\$ 1,955.75
2	2	2 05/01 System Improvements	\$	1,027.07	\$	2,250.82	\$	3,277.89	68.67%	18.00	\$ 125.05	8.21	0.419 \$	723.80	\$ 303.27	\$	1,586.20	\$ 664.62
2	2	2 05/01 System Improvements	\$	2,085.26	\$	4,569.85	\$	6,655.11	68.67%	18.00	\$ 253.88	8.21	0.419 \$	1,469.53	\$ 615.73	\$	3,220.47	\$ 1,349.38
2	2	2 Industrial Park Water Mains West	\$	22,559.36	\$	44,448.64	\$	67,008.00	66.33%	17.00	\$ 2,614.63	8.63	0.396 \$	16,160.00	\$ 6,399.36	\$ 3	31,840.00	\$ 12,608.64
4	4	2 Water Line Exansion for CC School	\$	47,794.98	\$	94,170.32	\$	141,965.30	66.33%	17.00	\$ 5,539.43	8.63	0.369 \$	34,912.33	\$ 12,882.65	\$ (68,787.67	\$ 25,382.65
2	2	2 03' System Improvements	\$	2,680.18	\$	4,076.57	\$	6,756.75	60.33%	16.00	\$ 254.79	10.52	0.365 \$	1,963.50	\$ 716.68	\$	2,986.50	\$ 1,090.07
2	2	2 03' System Improvements	\$	5,441.57	\$	8,276.68	\$	13,718.25	60.33%	16.00	\$ 517.29	10.52	0.365 \$	3,986.50	\$ 1,455.07		6,063.50	\$ 2,213.18
2	2	2 04' System Additions	\$	7,255.57	\$	9,234.16	\$	16,489.73	56.00%	15.00	\$ 615.61	11.79	0.329 \$	5,459.42	\$ 1,796.15	\$	6,948.20	\$ 2,285.96
2	2	2 FY 04' System Additions	\$	14,704.97	\$	18,715.22	\$	33,420.19	56.00%	15.00	\$ 1,247.68	11.79	0.329 \$			\$:	14,082.18	\$ 4,633.04
2	2	2 05' Improvements	\$	3,467.29	\$	4,070.29	\$	7,537.58	54.00%	14.00	\$ 290.74	11.93	0.286 \$	2,696.18	\$ 771.11	\$	3,165.08	\$ 905.21
2	2	2 05' Improvements	\$	6,730.62	\$	7,901.16	\$	14,631.77	54.00%	14.00	\$ 564.37	11.93	0.286 \$	5,233.76	\$ 1,496.86	\$	6,143.98	\$ 1,757.18
2	2	2 07' Improvements		55,955.04		44,562.91		100,517.95	44.33%			15.07	0.211 \$				36798.44	
2	2	2 07' Improvements	\$ 1	108,470.29	\$	86,386.41	\$	194,856.69	44.33%	12.00	\$ 7,198.87	15.07	0.211 \$	89,570.84	\$ 18,899.45			\$ 15,051.64
2	2	2 11' System Improvements- AZ Ave	\$	5,021.32	\$	1,888.73		6,910.05	27.33%			18.61	0.116 \$		\$ 521.93		1,692.41	
2	2	2 11' System Improvements- AZ Ave	\$	9,434.71	\$	3,548.84	\$	12,983.54	27.33%			18.61	0.116 \$		\$ 980.67	\$	3,179.96	
2	2	2 12' System Improvements- Utah Ave		14,501.33		4,663.40		19,164.74	24.33%			21.77	0.094 \$				4,262.71	
2	2	2 12' System Improvements- Utah Ave	\$	26,931.01		8,660.63	\$	35,591.64	24.33%			21.77	0.094 \$		\$ 2,314.00	\$	7,916.48	
2	4	1 13' Water Tank Fence	\$	6,247.98		1,497.45		7,745.43	19.33%			25.03	0.078 \$		\$ 452.08		,	\$ 108.35
4	4	2 13' Pioneer St. Water Main Improv.	\$	17,557.94	\$	4,208.12		21,766.06	19.33%			25.03	0.078 \$		\$ 1,270.43	\$	3,903.64	
2	4	13' Fencing for Water Tank	\$	713.24	\$	871.80		1,585.04	55.00%			4.91	0.078 \$		\$ 51.61		808.72	
2	4	1 13' Fencing for Water Tank	\$	1,324.61	\$	1,619.03		2,943.64	55.00%			4.91	0.078 \$	1,228.77	\$ 95.84		1,501.88	
1.5	1	3 14' Radio Read Meter System Improv.		87,081.61		17,000.01		104,081.62	16.33%		,	20.49	0.061 \$				16,022.63	
1	1	2 15' Maple St. System Improv.		34,804.43		5,509.59		40,314.01	13.67%			25.27	0.059 \$				5,202.63	
1	1	2 15' System Improvements		113,330.42		15,943.83		129,274.25	12.33%			28.43	0.059 \$. ,			15,055.55	
1	1	2 15' Mohave Ave System Improv.	\$	15,153.06		2,001.35		17,154.41	11.67%		\$ 500.34	30.29	0.059 \$	14,308.84	\$ 844.22	\$	1,889.85	\$ 111.50
2.565789 2.4	73684211 2	.105263158 Totals	\$ 6	570,644.40	\$ 1	,074,566.79	\$	1,745,211.20	61.57%			11.04			\$ -			\$ -

Condw. Ne Condition	on Necess	sity Item	CBV	CDV	Total Cost	Depreciation %	Period A	n. Depreciation Exp	Useful Life	Inflation C	Org bk Val.	Inf. Adj.	0	Dep. Val.	Inf. Adj.
8	4	4 04' System Water Filtration	\$ 3,970.75	\$ 5,053.76		56.00%			11.79		\$ 2,987.77	\$ 982	.98		\$ 1,251.08
8	4	4 04' System Water Filtration	\$ 1,955.80	\$ 2,489.11	\$ 4,444.91	56.00%	15.00	165.94	11.79	0.329	\$ 1,471.63	\$ 484	.17	\$ 1,872.92	\$ 616.19
8	4	4 07' Water Plant Upgrade	\$ 1,290.26	\$ 1,000.10	\$ 2,290.36	43.67%	11.00	90.92	14.19	0.211	\$ 1,065.45	\$ 224	.81	\$ 825.85	\$ 174.25
8	4	4 07' Water Plant Upgrade	\$ 1,040.81	\$ 806.82	\$ 1,847.62	43.67%	11.00	73.35	14.19	0.211	\$ 859.46	\$ 181	.35	\$ 666.24	\$ 140.58
6	3	4 07 Booster Paq	\$ -	\$ 18,506.71	\$ 18,506.71	100.00%	12.00	1,542.23	0.00	0.246	\$ -	\$. :	\$ 14,852.90	\$ 3,653.81
6	3	4 07 Booster Paq	\$ -	\$ 35,924.80	\$ 35,924.80	100.00%	12.00	2,993.73	0.00	0.246	\$ -	\$. :	\$ 28,832.10	\$ 7,092.70
4	2	4 07' 35,000 Gal Tank	\$ -	\$ 5,507.32	\$ 5,507.32	100.00%	12.00	458.94	0.00	0.246	\$ -	\$. :	\$ 4,420.00	\$ 1,087.32
4	2	4 07' 35,000 Gal Tank	\$ -	\$ 10,690.68	\$ 10,690.68	100.00%	12.00	890.89	0.00	0.246	\$ -	\$. :	\$ 8,580.00	\$ 2,110.68
4	2	4 07' Control Valve	\$ -	\$ 1,033.68	\$ 1,033.68	100.00%	12.00	86.14	0.00	0.246	\$ -	\$. :	\$ 829.60	\$ 204.08
4	2	4 07' Control Valve	\$ -	\$ 1,033.68	\$ 1,033.68	100.00%	12.00	86.14	0.00	0.246	\$ -	\$. :	\$ 829.60	\$ 204.08
4	2	4 07' Control Valve	\$ -	\$ 1,033.68	\$ 1,033.68	100.00%	12.00	86.14	0.00	0.246	\$ -	\$. :	\$ 829.60	\$ 204.08
4	2	4 07' Control Valve	\$ -	\$ 1,142.56	\$ 1,142.56	100.00%	12.00	95.21	0.00	0.246	\$ -	\$. :	\$ 916.98	\$ 225.58
4	2	4 07' Control Valve	\$ -	\$ 2,006.56	\$ 2,006.56	100.00%	12.00	167.21	0.00	0.246	\$ -	\$. :	\$ 1,610.40	\$ 396.16
4	2	4 07' Control Valve	\$ -	\$ 2,006.56	\$ 2,006.56	100.00%	12.00	167.21	0.00	0.246	\$ -	\$. :	\$ 1,610.40	\$ 396.16
4	2	4 07' Control Valve	\$ -	\$ 2,006.56	\$ 2,006.56	100.00%	12.00	167.21	0.00	0.246	\$ -	\$. :	\$ 1,610.40	\$ 396.16
4	2	4 07' Control Valve	\$ -	\$ 2,217.90	\$ 2,217.90	100.00%	12.00	184.83	0.00	0.246	\$ -	\$. :	\$ 1,780.02	\$ 437.88
3	2	3 07' Cholorination Equip.	\$ -	\$ 3,250.59	\$ 3,250.59	100.00%	11.00	295.51	0.00	0.211	\$ -	\$. :	\$ 2,684.22	\$ 566.37
3	2	3 07' Cholorination Equip.	\$ -	\$ 6,599.68	\$ 6,599.68	100.00%	11.00	599.97	0.00	0.211	\$ -	\$. :	\$ 5,449.78	\$ 1,149.90
2	2	2 Force Flow Solo XT Chlorine Scale	\$ -	\$ 1,758.37	\$ 1,758.37	100.00%	11.00	159.85	0.00	0.211	\$ -	\$. :	\$ 1,452.00	\$ 306.37
2	2	2 Force Flow Solo XT Chlorine Scale	\$ -	\$ 1,758.37	\$ 1,758.37	100.00%	11.00	159.85	0.00	0.211	\$ -	\$. :	\$ 1,452.00	\$ 306.37
2	2	2 Force Flow Solo XT Chlorine Scale	\$ -	\$ 905.83	\$ 905.83	100.00%	11.00	82.35	0.00	0.211	\$ -	\$. :	\$ 748.00	\$ 157.83
2	2	2 Force Flow Solo XT Chlorine Scale	\$ -	\$ 905.83	\$ 905.83	100.00%	11.00	82.35	0.00	0.211	\$ -	\$. :	\$ 748.00	\$ 157.83
3	2	3 08' KMNO4 Pump	\$ -	\$ 1,195.15	\$ 1,195.15	100.00%	10.00	119.52	0.00	0.166	\$ -	\$. :	\$ 1,025.00	\$ 170.15
3	2	3 08' KMNO4 Pump	\$ -	\$ 2,219.10	\$ 2,219.10	100.00%	10.00	221.91	0.00	0.166	\$ -	\$	- !	\$ 1,903.17	\$ 315.93
2	2	2 Residual Chlorine Monitor CL 500	\$ -	\$ 1,104.23	\$ 1,104.23	100.00%	8.00	138.03	0.00	0.116	\$ -	\$. :	\$ 989.45	\$ 114.78
2	2	2 Residual Chlorine Monitor CL 500	\$ -	\$ 2,050.71	\$ 2,050.71	100.00%	8.00	256.34	0.00	0.116	\$ -	\$. :	\$ 1,837.55	\$ 213.16
3	2	3 12' Valve Exercising Machince	\$ 205.13	\$ 1,517.93	\$ 1,723.05	88.10%	7.00	216.85	0.95	0.094	\$ 187.50	\$ 17	.63	\$ 1,387.50	\$ 130.43
3	2	3 12' Valve Exercising Machince	\$ 380.93	\$ 2,819.02	\$ 3,199.95	88.10%	7.00	402.72	0.95	0.094	\$ 348.20	\$ 32	.73	\$ 2,576.80	\$ 242.22
4	2	4 12' Pump System for Pump Station	\$ 2,813.74	\$ 14,068.64	\$ 16,882.39	83.33%	6.00	2,344.77	1.20	0.078	\$ 2,610.15	\$ 203	.59	\$ 13,050.69	\$ 1,017.95
4	2	4 12' Pump System for Pump Station	\$ 5,225.48	\$ 26,127.52	\$ 31,352.99	83.33%	6.00	4,354.59	1.20	0.078	\$ 4,847.38	\$ 378	.10	\$ 24,237.03	\$ 1,890.49
4	2	4 13' Water Trt Plant Ventilation Up.	\$ 1,893.67	\$ 483.32	\$ 2,376.99	20.33%	6.00	80.55	23.51	0.078	\$ 1,756.65	\$ 137	.02	\$ 448.35	\$ 34.97
4	2	4 13' Water Trt Plant Pumping Up.	\$ 5,605.69	\$ 1,430.73	\$ 7,036.42	20.33%	6.00	238.46	23.51	0.078	\$ 5,200.08	\$ 405	.61	\$ 1,327.21	\$ 103.52
4	2	4 13' Water Trt Plant Ventilation Up.	\$ 3,516.81	\$ 897.60	\$ 4,414.41	20.33%	6.00	149.60	23.51	0.078	\$ 3,262.35	\$ 254	.46	\$ 832.65	\$ 64.95
4	2	4 13' Water Plant Pump Motor	\$ 3,093.98	\$ 3,093.98	\$ 6,187.96	50.00%	5.00	618.80	5.00	0.061	\$ 2,916.10	\$ 177	.88	\$ 2,916.10	\$ 177.88
4.058824	2.294117647	3.470588235	\$ 30,993.03	\$ 159,593.31	\$ 190,586.35	83.74%									

		ANNUAL	ANNUAL	ANNUAL	TOTAL
EMPLOYEE	DEPT.	BENEFITS	TAXES	SALARY	W/TAXES
UTILITIES					-
HARRISON JOHNSON	UTIL	16,920.00	6,234.00	60,000.00	83,154.00
MIRANDA	UTIL	12,817.12	3,673.90	35,360.00	51,851.02
MARIAH (CSM)	UTIL	9,652.99	3,191.81	30,720.00	43,564.80
ANGELENE CHATWIN	UTIL	12,793.00	3,636.50	35,000.00	51,429.50
ATHENA CAWLEY	UTIL	13,389.50	4,000.15	38,500.00	55,889.65
EMPLOYEE 2	UTIL	14,266.56	4,538.35	43,680.00	62,484.91
MITCH JESSOP	UTIL	14,278.56	4,538.35	43,680.00	62,496.91
WESTON BARLOW	UTIL	17,851.00	6,753.50	65,000.00	89,604.50
TODD AMON	UTIL	13,955.20	4,322.24	41,600.00	59,877.44
RALPH JOHNSON	UTIL	14,314.56	4,538.35	43,680.00	62,532.91
NATHAN FISCHER	UTIL	15,584.00	5,402.80	52,000.00	72,986.80
TOTAL		155,822.49	50,829.96	489,220.00	695,872.45



Water Infrastructure Replacement Policy

V.052020



Department Objective

The Department's objective is to address the need to continually invest in infrastructure in order to maintain a standard a living, and to avert failures, some can be catastrophic, in our delivery of services.

Policy

Article I.

The Department shall fund and replace 2% of the water distribution system infrastructure per fiscal year based on inflation adjusted total cost. The Department shall replace 100% of the total infrastructure within 50 years. 2% is entirely reflective of only the value of the infrastructure and does NOT include the Cost of Replacement (COR).

Article II.

The Department will prioritize replacement and improvement of infrastructure based on the following factors in order of precedence:

- Condition
- Age
- Cost of Replacement

Article III.

The Department shall undertake an assessment every five (5) years to determine the state of the Water Department's Distribution System Infrastructure. The assessment shall include the condition, age and needs for replacement. This assessment will set the 2% replacement annual objective.

Article IV.

The Department shall combine infrastructure improvements with other city projects in order to reduce costs when possible.

Article V.

The Department shall prepare its annual replacement as part of its annual budget fiscal budget. The budget should also be reflective of the annual Consumer Price Index Inflation from the U.S. Bureau of Labor Statistics.

Implementation

The Department will look to acquire an engineering firm to conduct an assessment in FY 21. However, we've developed an interim operational assessment and plan, which will be presented to the board in our annual budget. Department Management will convene to decide a project schedule for progressively longer periods. Once input and approval from the Board is attained, the project schedule will be brought before the city councils.

Impact Assessment and Analysis

<u>Legal</u>

Legal risk not professionally evaluated.

Financial

The total value of assets of Hildale-Colorado City Utility Water Department's Distribution System is roughly \$1,747,553 with accumulated depreciation of \$1,097,774. Bringing the total cost of the distribution system to \$2,845,277. However, since the Department's acquisition in 1996 there's been a cumulative rise in inflation of 68%, which bring the total cost of replacement to \$4,780,065.

Under this replacement plan, the Department would be responsible for replacing 2% or \$95,601 per annum with increase reflective of annual inflationary costs of construction materials. However, this target is not reflective of the COR and only reflects the cost of mainlines, storage, and treatment costs. Construction costs such as trenching, labor, fees, permits etc. are not included and will be incurred as well. Which illustrates the need to coordinate with other Right-of-Way projects which may allow us to allocate costs more efficiently. We should estimate that it may cost at least \$100,000 construction and installation costs.

Larger projects like tank repairs and replacements will need to be planned through capital funding programs. In the event that our treatment/source transmission system is replaced, this would dramatically reduce the amount needed for annual replacement and may expedite our 50-year plan by more than a decade.

See attached project analysis

Operational

The Department will undertake some significant changes in order to accommodate and plan for improvements on this scale, which have hitherto not been attempted. This will require forward planning and acquisition of resources well ahead of planned projects. Additionally, in order to take advantage of incidental opportunities to conduct maintenance and improvements there will need to be available resources and operational flexibility.

<u>IGA</u>

Annual project targets may have interest among the cities as improvement funding will be generated from customers from both Hildale and Colorado City, but project improvements may be disproportionally applied to one city or the other. Mainly this will apply to improvements made to distribution systems.

To: Harrison Johnson

From: Mariah La Corti

Cc: Weston Barlow

Date: 04/23/2020

Subject: Account # 6237002 – xxxxx

This property was connected to natural gas in April of 2019, however the metered natural gas service was never connected in the system, causing the natural gas usage (and subsequently the sales and E&U tax associated with such) not to be billed. Our system shows record of usage since October 2019 (see attached account history). I have calculated the amounts that should have been billed based on the rated for each month and the total for each service is as follows:

Metered Natural Gas: \$7567.13

Sales Tax: \$272.42

E & U Tax: \$454.03

Total: \$8293.58

I have not contacted xxxx regarding this billing error, but I feel that he may already be aware that something is askew based on a phone call that we received requesting a billing history specifically for the natural gas. Please let me know how you would like me to proceed.

Mariah La Corti Customer Service Manager Hildale-Colorado City Utility Department

5/19/2020 Page: 1

	05/31/2020	04/30/2020	03/31/2020	02/29/2020	01/31/2020	12/31/2019	11/30/2019	10/31/2019	05/31/2019
DEPOSIT	.00	.00	.00	.00	.00	.00	.00	.00	.00
BASE RATE - WATER	.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00
METERED WATER	.00	9.60	8.40	10.80	4.80	.00	.00	.00	.00
METERED WATER usage	0	8	7	9	4	0	0	0	0
CONSTRUCTION - WATER	.00	.00	.00	.00	.00	.00	.00	.00	.00
SEWER	.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00
CONSTRUCTION - SEWER	.00	.00	.00	.00	.00	.00	.00	.00	.00
HILDALE CITY FEE	.00	.00	.00	.00	.00	.00	.00	.00	.00
GARBAGE	.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00
METERED NATURAL GAS	.00	354.47	.00	.00	.00	.00	.00	.00	.00
METERED NATURAL GAS usage	0	398	1,014	2,023	2,657	1,713	437	189	0
PROPANE CYLINDER	.00	.00	.00	.00	.00	.00	.00	.00	.00
PROPANE CYLINDER usage	0	0	0	0	0	0	0	0	0
UNASSURED WATER	.00	.00	.00	.00	.00	.00	.00	.00	.00
DISTRIBUTION - NATURAL GAS	.00	.00	.00	.00	.00	.00	.00	.00	.00
PENALTY - WATER	.00	.00	.00	.00	.00	.00	.00	.00	.00
BASE RATE - GAS	.00	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50
CONSTRUCTION - GAS	.00	.00	.00	.00	.00	.00	.00	.00	.00
PENALTY - GAS	.00	.00	.00	.00	.00	.00	.00	.00	.00
SALES TAX - GAS	.00	12.76	.00	.00	.00	.00	.00	.00	.00
ENERGY AND USE TAX - GAS	.00	21.27	.00	.00	.00	.00	.00	.00	.00
CONNECT FEE - WATER	.00	.00	.00	.00	.00	.00	.00	.00	.00
CONNECT FEE - GAS	.00	.00	.00	.00	.00	.00	.00	.00	.00
Total charges	.00	671.60	281.90	284.30	278.30	273.50	273.50	273.50	273.50
Previous balance	671.60	281.90	284.30	278.30	273.50	547.00	273.50	262.14	141.40
Payments	.00	281.90-	284.30-	278.30-	273.50-	547.00-	.00	262.14-	141.40
Adjustments	.00	.00	.00	.00	.00	.00	.00	.00	.00
	671.60	671.60	281.90	284.30	278.30	273.50	547.00	273.50	273.50

Display options: Amounts, Usages Summarize by: Service

To: Hildale-Colorado City Utility Board

From: Harrison Johnson

Date: May 18th, 2020

Subject: End of Year Employee Bonuses

Due to the significant budgetary surplus of employee compensation I would like propose the following employee bonuses:

- Department Managers (Director, Operations Manager, Superintendents and Administrative Managers): \$3,000 x 4 employees

- Technical and Administrative Staff: \$2,000 x 6 employees

Total cost to the Department: \$24,000

Coded to 65-41-110

Harrison Johnson

Director

Hildale-Colorado City Utility Department



Water Emergency Operations Policy V01 050520

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

Department Objective

The Department's Objective is to establish a policy that will guide operations when unexpected issues confront our water supply.

Policy

Article I.- Critical Water System Event

A Critical Water System Event (CWSE) shall be defined as the following:

- An Uncontrolled and Unanticipated System Water Storage Decline (UWSD) of 10% within a 24-hour period
- Falling below 17% of system water storage with declining water levels while at maximum available Water System Source Capacity otherwise known as Significant Supply Deficient
- 15% or more of the Water System's Source Capacity has failed or is unexpectedly interrupted

Anytime during a CWSE, Department Management may implement Emergency Water Operations Procedures.

Article II.- Critical Water System Event Monitoring

The Water Superintendent shall be responsible for monitoring for CWSEs and informing Department Management immediately if one is detected.

Article III.- Supply Deficit Definition and Management

Supply Deficit is a condition where the System Water Storage Level is declining while all available Water System Source Capacity is active and online. Department Management shall consider convening the Utility Board for implementation of Hildale: Sec 51-73 or Colorado City: Sec 51.102 at the following system water storage levels and the condition of Supply Deficit is present:

- System Water Storage Level 50%>: Stage One (1)
- System Water Storage Level 40%>: Stage Two (2)
- System Water Storage Level 30%>: Stage Three (3)
- System Water Storage Level 20%>: Stage Four (4)

Article IV.- Emergency Water Operations Procedures

During a CWSE, Department Management may implement Emergency Water Operations Procedures in order to maintain the necessary supply of culinary water and to avert a Catastrophic Supply Deficit (12%> of System Water Storage Levels) in accordance with Hildale Sec 51-75 Emergency Restriction or Colorado City Ord. § 51.103 Emergency Restriction.

Internal Operational Procedures (No Board/Council Action Required)

- Suspension and Revocation of requested or scheduled Paid Time Off for needed personnel

- Extended shift to beyond 10 hours
- Technician temporary reassignment to Water Department
- Liaison with Emergency Services (Fire, and Police) for resident notification/ordinance enforcement

Community Procedures (Utility Board/City Council shall convene as soon as possible, but within 24 hours of CWSE to approve or ratify the following actions)

- Implement Staged Water Restrictions as detailed in Hildale: Sec 51-73 or Colorado City: Sec 51.102
- Temporarily terminate supply or service to one or many connections based on usage and water service necessity as determined by Hildale Sec 51-75 Emergency Restriction or Colorado City Ord. § 51.103 Emergency Restriction
- Acquisitions over \$5,000
- Acquiring a contractor

Implementation

The Department's Water Superintendent will be primarily responsible for monitoring and informing management when this policy will need to be in effect. Department Management will convene and decide if the conditions are met that require any of the listed procedures in this policy. Department Management will consult with all and any internal or external personnel to help make an determination.

Impact Assessments

Legal

(Christian's and Roger's comments here)

<u>Financial</u>

Water restrictions can have significant budgetary implications as it may drive down water demand precipitously. Additionally, acquisitions of materials and services to manage an emergency can be oversized large expenditures.

Op<u>erational</u>

The impact to operations for many of these procedures may be total and prioritized above all other projects. Strain on personnel will need to be closely monitored in order to avert safety and standard-of-life hazards.

IGA

It may be necessary for both councils of Hildale and Colorado City to approve of this policy in order to comply with



Late Charge Ordinance Revision V051220

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

Department Objective

The Department's objective is to both officially align Hildale and Colorado City's billing policies as well as reducing the burden on residents who may fall behind on bills.

Ordinance Change

Current Language

Hildale: 52-4

A late charge equal to five percent of all charges not paid on the due date thereof is hereby assessed. The late charge shall be due and payable with all other unpaid charges.

Town of Colorado City 52.04

A late charge equal to 5% of all charges not paid on the due date thereof is will be assessed. The late charge shall be due and payable with all other unpaid charges. A 1% fee will be assessed to any amount due beyond one month.

Suggest Revision

An initial late charge equal to five percent (5%) of all non-delinquent charges not paid on the due date thereof is hereby assessed. The balance of all charges that are not paid with the addition of the initial late charge shall be considered a delinquent balance. All delinquent balances shall be due on the subsequent due date. Delinquent balances not paid on the due date shall incur a delinquent balance late charge equal to one percent (1%) of the delinquent balance and be added to the total delinquent balance to be paid upon a subsequent due date.

Implementation

Department staff shall revise the billing software to include a charge leveling system, which shall bifurcate delinquent and non-delinquent charges and apply the different rates.

Impact Assessments

<u>Legal</u>

(Insert Legal Counsel Here)

Financial

The suggested change will impact some of the late fees that the Department collects. This could reduce late fee revenue by an estimated 15% to 35%. However, this will relieve the burden on many struggling residents by reducing the amount for those that fall behind.

Operational

There will be some time requirements when establishing the new rates and ensuring the software is accurately calculating residents' bills. However, once this is completed continual maintenance or inspection should be minimal.

<u>IGA</u>

This should help in assisting the Department in processing bills uniformly.



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www.hildalecity.com

From: John Barlow, Hildale City Manager

To: Mayor and Council

Date: February 26th, 2020

Subject: Sod Cutter Purchase

The Parks Department is requesting the purchase of a grass cutter. This will allow the Nathaniel to repair and expand grass without having to purchase sod.

In the search for competitive bids Nathaniel and Heber were only able to find one dealer sells sod cutters capable of commercial use in Southern Utah. I did a quick price comparison online to ensure the prices are competitive. See results below:



Ryan Heavy Duty Sod Cutter 16" Honda GX390 11.7 HP (544853)

\$12,959.00 Arlington Power Equipment 85% positive (694)

Ryan Heavy Duty **Sod Cutter** 16* Honda GX390 11.7 HP (544853) Ride or walk behind the performance and dependability of the Ryan ... Walk-behind · Gas · 11.7 hp · 16* deck · Rotary



Classen HSC185 Hydrostatic PRO Sod Cutter 18" Honda GX160

\$4,697.00 SLE Equipment 92% positive (1,795)

This Classen HSC185 is an 18 inch pro **sod cutter** that features a Honda GX160 engine. This unit is easy to maneuver and cuts ... Gas · 18" deck · Rotary



Ryan Hydro Jr Sod Cutter 18" Vanguard 200 Model 6.5 HP (544963)

\$5,999.00 Arlington Power Equipment 85% positive (694)

Ryan Hydro Jr Sod Cutter 18" Vanguard 200 Model 6.5 HP (544963)Providing more productivity, precision, and control, the new ...



Classen HSC188 Hydrostatic PRO Sod Cutter 18" Honda GX240

\$5,166.00 SLE Equipment **92%** positive (1,795)

This Classen HSC188 is an 18 inch Pro **Sod Cutter** that features a HondaGX240 engine. This unit is easy to maneuver and cuts ... Gas · 18" deck · Rotary

Legal Review:

There is some operational safety risk associated with this equipment (as with all the other equipment the parks department uses). This Parks Department has controls in place to ensure the risk is at an acceptably low level including;

Mayor: Donia Jessop

City Council: Maha Layton, Lawrence Barlow

Stacy Seay, JVar Dutson, Jared Nicol

320 East Newel Ave. P.O. Box 840490 Hildale, UT 84784



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- locking the equipment away when not in use,
- marking or coning of area when equipment is in use, and
- ensuring proper training of parks personnel, and
- prevention and protective equipment are worn during use (e.g. ear protection and eye protection).

Financial Impact:

This will cost \$5,500 plus tax, excluding costs associated with getting it from St. George.

Is it in the budget? Yes, expense account "11-48-273 Maint & Supply – System" has \$7,285.50 unexpended funds.

Operational Impact:

It is impractical to try to keep people off (what would otherwise be) high traffic areas long enough to grow grass. This allows Nathanial to grow grass and then move it to the areas of need. The best example of this is grass near the baseball diamond.

COLORLAND POWER EQUIPMENT

2020 Billy Goat SC181HG (Honda)

Call for Price \$5,500,00



2020 Billy Goat SC181HG (Honda)



Availability

Brochure

Year

2020

Manufacturer

Billy Goat

Model

SC181HG (Honda)

Overview

Description

The Next Gen 18" Hydro-Drive Sod Cutter for Golf applications is perfect for soft touch, shallow cut, bent grass. With variable ground speeds - forward and reverse - and intuitive controls, this sod cutter is the easiest to operate and most comfortable to use sod cutter on the market.

This unit is built upon the most rugged foundation in the industry with a newly designed superstructure frame featuring 50 more pounds of steel and supports a robust drive and cut system. Plus a laser clad cutting blade offers precision cut and up to 3x blade life.

The machine's heavy-duty gear box and cutting system include oversized sealed bearings, tight shaft mounted eccentrics and a one-inch lateral stability bar - all designed to provide the next level in durability. Knobby wheels are ideal for softer touch, shallow cut bent grass applications.

Features

- SUPERSTRUCTURE FRAME: 50% thicker 3/8" steel substructure and a 1/2" thick steel lateral support reinforces frame rigidity.
- NEW CUT SYSTEM: Features a rugged cast iron gear box, spiral gears and thick seals. Sealed bearings, one-inch plated lateral stability bar, large aluminum dog bones and tighter eccentric placement for outstanding strength when cutting. Laser clad cutting blade for precision cut and up to 3x blade life.
- INTUITIVE VARIABLE SPEED FINGERTIP HYDRO-DRIVE CONTROLS: Same as found on the reliable Billy Goat hydro-drive brush cutter and overseeder for a familiar family feel.
- HEAVY-DUTY TRANSMISSION: Drives 1.25" plated tapered axle with two-inch sealed bearings coupled to a one-inch jack shaft with armor coated chain for rugged drive reliability.
- SET AND FORGET BLADE DEPTH ADJUSTMENT TO 2.5": Single lever and clamp at user's operating position adjusts simply, saving time and providing precise cutting depths.
- MULTIPLE OVERSIZED ISOLATION MOUNTS: Absorb vibration so operator completes tasks quickly, comfortably and without fatigue.
- REAR SWIVEL CASTER: Perfect for curved work and locks for straight cutting.
- CONVENIENT HOUR METER: Tracks hours of operation to help determine when to service the machine. Also ideal for rental stores to track machine hours of use when rented.
- HEAVY-DUTY BUMPER & TEAR-DROP TIE DOWNS: Machine transport is safe and easy with a heavy-duty front bumper bar and six tie-down points, front and rear positions.
- EASY ACCESS SERVICE DOORS: Three service doors positioned at front and back of machine offer convenient access for servicing.
- UNIQUE DRIVE WHEELS: Two separate wheels designed to shed mud in wet conditions and grip in dry for improved cutting in all conditions.
- WELL VENTED HOUSING: Provides increased venting for cool operation and longer transmission life.

- NEXT GEN HYDRO-DRIVE SOD CUTTER WARRANTY: 2-Year Honda engine and 1-year bumper to bumper machine warranty.
- TEXT TO VIDEO: Label featured on the unit provides access to quick operating instructions video from your mobile device by texting the work "SOD" to 33988!
- KNOBBY WHEEL: Perfect for soft touch, shallow cut bent grass.

Specifications

- Engine Brand: Honda GXV160
- Displacement (cc): 163
- · Transmission: Hydro Gear RT310
- Weight (lbs.): 348
- Width (in.): 26.5
- · Length (in.): 60
- · Height (in.): 38.5
- · Cutting Width (in.): 18
- Maximum Cutting Depth (in.): 2.5

Specs

Engine

Engine Manufacturer

Honda GXV160

Engine Size

163 cc

General

Working Width

18 in.

Working Depth

2.5 in.

Weight

348 lb.

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WORK RELEASE NO. 2020-1

CHIP SEAL PROJECT 2020

HILDALE CITY 320 E. Newell Avenue PO Box 840490 Hildale, Utah 84784

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2020-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

ENGINE	ER	CLIENT	
SUNRISI	E ENGINEERING, INC:	HILDALE CITY:	
BY:	Joanty	BY:	
NAME: _	Joseph K Phillips, P.E.	NAME:	
TITLE:	Service Center Manager	TITLE:	
DATE:	05.18.20	DATE:	

WORK RELEASE NO. 2020-1

This Work Release is entered into by and between the HILDALE CITY (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated <u>12 November</u>, <u>2013</u>, hereinafter referred to as the "Agreement", CLIENT and ENGINEER desire to identify certain work and service to be performed by ENGINEER pursuant to the Agreement. CLIENT intends to retain miscellaneous engineering services hereinafter referred to as "Project" and for which ENGINEER agrees to perform various professional engineering services.

ARTICLES

It is agreed that the ENGINEER will perform the following:

ARTICLE 1. SCOPE OF WORK

This project includes engineering services to provide information for the city to place a chip seal on the portions of Elm Street, Juniper Street, and Uzona. The scope of services to be provided includes the following:

- 1. Perform initial survey of roadways.
 - a. Survey will include centerline and edge of road for the following road segments.
 - i. Elm Street from Newel Ave. to Utah Ave.
 - ii. Juniper Street from Utah Ave. to Uzona Ave.
 - iii. Uzona Ave. from Maple Street to South Willow Street.
 - b. Create Surface model of respective roadways.
- 2. Check surface model for possible deficiencies in drainage.
 - a. If deficiencies are found, adjust road model to address deficiencies.
- 3. Conduct a single site visit to provide project staking for City to perform chip seal.
 - a. Staking will include centerline of road.

The scopes of work above do not include the following:

• Providing project drawings, specs, or contract documents.

ARTICLE 2. COMPENSATION

CLIENT agrees to compensate ENGINEER for services outlined in Article 1 for the lump sum amount of <u>Six Thousand Seven Hundred Dollars (\$6,700)</u>.

Scope of Service	Fee
Initial Survey	\$2,400
Check Drainage	\$1,500
Project Staking	\$2,800
Total Compensation	\$6,700

Any additional services requested by CLIENT, not listed above, shall be performed at the rates and fees shown in the attached Exhibit A.

ARTICLE 3. INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be sent to:

HILDALE CITY
320 E. NEWELL AVENUE
PO BOX 840490
HILDALE, UTAH 84784

Invoices shall be due and payable within (30) thirty days of receipt by CLIENT.

SUNRISE ENGINEERING

FEE SCHEDULE EXHIBIT A

WORK CODE	WORK CLASSIFICATION	HOURLY RATE	WORK CODE	WORK CLASSIFICATION	HOURLY RATE
 101	Engineer Intern (E.I.T.) I	\$99	451	Training Specialist I	\$130
102	Engineer Intern (E.I.T.) II	\$108	456	Training Manager	\$156
103	Engineer III	\$139	460	Training Director	\$180
104	Engineer IV	\$162	500	Funding Specialist	\$129
105	Engineer V	\$183	510	Plan Reviewer	\$115
110	Principal Engineer	\$199	511	Building Inspector I	\$68
121	Electrical Engineer Intern (E.I.T.) I	\$114	512	Building Inspector II	\$91
122	Electrical Engineer Intern (E.I.T.) II	\$128	513	Building Inspector III	\$113
123	Electrical Engineer III	\$145	525	Building Official	\$132
124	Electrical Engineer IV	\$167	601	GIS Tech	\$71
125	Electrical Engineer V	\$190	602	GIS Tech II	\$82
126	Principal Electrical Engineer	\$206	611	GIS Specialist I	\$103
301	Engineering Tech I	\$79	613	GIS Analyst	\$118
302	Engineering Tech II	\$95	614	GIS Programmer	\$103
303	Engineering Tech III	\$109	615	GIS Team Leader	\$134
304	Engineering Tech IV	\$135	51	Administrative I	\$45
311	Electrical Tech I	\$88	52	Administrative II	\$59
312	Electrical Tech II	\$100	53	Administrative III	\$74
313	Electrical Tech III	\$118	96	Public Information Manager	\$115
314	Electrical Tech IV	\$130	705	Planner V	\$140
315	Electrical Tech V	\$143	712	Project Manager II	\$173
351	Construction Observer I	\$67	723	Water Rights Specialist III	\$129
352	Construction Observer II	\$83	921	Survey Tech	\$80
353	Construction Observer III	\$99	930	Survey CAD Tech	\$115
354	Construction Observer IV	\$113	935	One Man Survey Crew	\$150
401	CAD Drafter I	\$69	940	Survey Manager	\$160
402	CAD Drafter II	\$79	945	Registered Surveyor	\$170
403	CAD Drafter/Designer III	\$99	950	Principal Surveyor	\$185
404	CAD Drafter/Designer IV	\$110			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$50 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$40 per day	N/A
High Density Scanner	\$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions.

Base 01-2020



To: John Barlow

From: Harrison Johnson

Date: May 5, 2020

Subject: Fiber Contractor Consideration

This draft agreement is intended to allow an Internet Service Provider to establish a connection to their customer at a faster pace than our technicians can do so. The work of investigating, repairing and installing fiber infrastructure to reach as many customers as an ISP would like to request is a heavy work requirement. Until further personnel expansions are made, and Department technical staff have had more experience, significant delays may be expected.

This agreement will be to perform limited services that directly relate to establishing connections to customers and will be completely and totally under the prevue of the Fiber Superintendent. Additionally, the agreement will made for specific addresses only, which will allow for monitoring of installations in accordance with the Municipal Fiber Network's needs. Each agreement should average around \$30 to \$50 in value but should not exceed \$150.

Harrison Johnson Director Hildale-Colorado City Utility Department



Fiber Optic Connection Agreement

The Hildale-Colorado City Utility Department (HCCUD) hereby engages, to perform fiber optic connection services for the address and rate as stated in this contract. Services to be provided shall be specific to only connecting fiber retail customers to the Municipal Fiber Network (MFN) and all services shall explicitly directed by HCCUD staff

Customer Name:
Customer Address:
Rate:/connection (Payment will be remitted no more than 30 days from itemized invoice) Terms and Conditions: - Contractor is an independent contractor and not an employee of HCCUD for any purpose. Contractor shall control its schedule, hours, and means of performance, and shall be responsible to pay its own taxes and insurance. - HCCUD Staff may inspect, alter or stop any connection between the Municipal Fiber Network and retail customer - All connections service must conform to standards, specifications, and directions provided by HCCUD staff - All access to HCCUD facilities must be accompanied by HCCUD Staff - No equipment shall be installed without the explicit and direct approval from HCCUD staff - All hardware and equipment installed under this contract shall become and remain the sole property of HCCUD. - No changes to the MFN shall be made without explicit and direct approval from HCCUI staff - Agreement shall automatically terminate at 30 days from signing the agreement
Harrison Johnson Director, Hildale-Colorado City Utility Department Date:



Name:	
Company:	Date:



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From: John Barlow, Hildale City Manager

To: Mayor and Council

Date: June 1st, 2020

Subject: Fire IGA Update

Orientation:

Hildale City Administration and the Colorado City Fire District are recommending an increase to the amount Hildale City pays the Fire District to operate Hildale City Fire Department.

Changes to the Contract:

Section III paragraph (A.):

Proposed:

To compensate the "DISTRICT" for its costs in providing service pursuant to this agreement at a rate of \$7,583.33 per month (\$91,000 per year).

Revised From:

To compensate the "DISTRICT" for its costs in providing service pursuant to this agreement at a rate of \$6,750.00 per month (\$81,000 per year).

Section IV Duration: changed from old IGA to Commence on July 01, 2020

Other Non-substantive changes: Chief Kevin Barlow will be online to discuss any other non-substantive changes to the fire IGA.

Mayor: Donia Jessop City Council: Maha Layton, Lawrence Barlow Stacy Seay, JVar Dutson, Jared Nicol

INTERLOCAL COOPERATION AGREEMENT

AN INTERLOCAL COOPERATION AGREEMENT ENTERED INTO BETWEEN HILDALE CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, HEREAFTER REFERRED TO AS "HILDALE" AND COLORADO CITY FIRE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, HEREAFTER REFERRED TO AS THE "DISTRICT"

WHEREAS, the "DISTRICT" and "HILDALE" desire to provide the best possible fire and emergency medical services in the best interest of the health and safety of the citizens of the communities served, and

WHEREAS, combined management services can benefit both parties by reduced costs through eliminating duplication of services, by sharing of facilities, and by improved efficiencies in staffing, and

WHEREAS, through an ILA, automatic aid can be created to more wisely and efficiently use equipment and staffing to provide fire, medical, rescue and other emergency services within the geographical limits of both "HILDALE" and the "DISTRICT," as well as the surrounding areas as needed, and

WHEREAS, close coordination of training, standard operating procedures, interoperability and communications has proven to increase the effectiveness of emergency operations and firefighter safety, and

WHEREAS, pursuant to ARS 48-805 et seq., the "DISTRICT" has authority to enter into contracts and/or agreements of joint exercise of power with any city or town for fire protection services for all or part of the city or town area, and

WHEREAS, "HILDALE" and the "DISTRICT" have operated under an Agreement of Mutual Understanding for fire, EMS & rescue services for automatic aid, mutual aid and other cooperative/joint use of resources and manpower since the "DISTRICT" was organized in March of 1975, and

WHEREAS, "HILDALE" and the "DISTRICT" have operated under an IGA since 1999, and this continued cooperation and mutual operation between "HILDALE" and the "DISTRICT" would be advantageous for both parties, and

WHEREAS, pursuant to Utah Code Ann. S 11-13-1 et seq. (1953 as amended), "HILDALE," as a Utah City, is given authority to enter into contracts for the joint exercise of

power with any public agency of any other state, exercising and enjoying all of the powers, privileges and authorities conferred by said act, and

WHEREAS, "HILDALE" and the "DISTRICT" are located contiguous to one another and could make the most efficient use of their powers by cooperating with one another to provide for fire, EMS and rescue services as well as related services that will accord best with geographic, economic, and population factors influencing the needs and development of both areas and providing the benefit of economy of scale for the overall promotion of the general welfare and safety of both areas, and

WHEREAS, the communities of Hildale and Colorado City cooperate in providing common services such as utilities, law enforcement, and streets and roads, and

WHEREAS, "HILDALE" and the "DISTRICT" are desirous of entering into an Interlocal Cooperation Agreement with the "DISTRICT,"

NOW THEREFORE, "HILDALE" AND THE "DISTRICT" AGREE AS FOLLOWS:

- I. PURPOSE. The purpose of the agreement is to provide a close cooperation of resources for automatic aid fire, EMS, and rescue and other emergency services (i.e.: dispatching) with any related training and fire prevention services in accordance with the terms of the agreement.
- **II. OBLIGATIONS OF THE DISTRICT.** The "DISTRICT" shall have the following duties and obligations under this agreement:
 - **A.** To coordinate with the "HILDALE" Fire Chief, all fire, EMS, and rescue services within the boundaries of "HILDALE," using all ambulances, rescue vehicles, fire apparatus, fire stations, and associated equipment owned by "HILDALE" and the "DISTRICT" for that purpose.
 - **B.** To maintain all ambulances, rescue vehicles, fire apparatus, fire stations, and associated equipment in good repair until the cancellation of this agreement or the useful life of such ambulances, rescue vehicles, fire apparatus, fire stations and/or

- associated equipment has expired as deemed proper by the "HILDALE" Fire Chief.
- C. To assure that all activities related to services shall be performed in accordance with policies established by "HILDALE."
- **D.** To cooperate directly with the "HILDALE" Fire Chief, who shall act as the "HILDALE" IGA administrator and contact person for IGA performance.
- **E.** To provide a monthly Fire Department report in conjunction with the Fire Chief, to the Hildale City Council.
- **F.** To protect the residents of "HILDALE" at the same level of service as those of the "DISTRICT."
- G. To provide expendable materials and supplies necessary for the services stated herein except in special conditions (i.e.: single large-scale incidents, hazardous materials incidents, or declared disasters) within the corporate boundaries of "HILDALE" where extensive costs for replacement of materials and supplies are experienced and where the liability for such expendable materials and supplies are expressly explained by Hildale Code or by "HILDALE" and "DISTRICT" governing body approval.
- **H.** To keep accurate records of all calls and responses and to report such activity to the appropriate state agencies.
- I. To assure all funds which are received from "HILDALE" are accounted for accurately and make public and available all such records, pursuant to and insofar as provided by applicable Utah law.
- J. To maintain insurance on all apparatus and real property as required by law showing "HILDALE" as insured and as loss payee on all "HILDALE" owned portable equipment, apparatus, and real property.
- K. To hold harmless and indemnify "HILDALE," its officers, agents, and employees, including costs and reasonable attorney's fees, from any and all liability which may arise out of the actions, errors, or omissions of the "DISTRICT" administration or agents resulting in a claim (or claims) for bodily injuries or damages to persons or property, real or personal.

- **III. OBLIGATIONS OF HILDALE.** "HILDALE" shall have the following obligations under this agreement:
 - **A.** To compensate the "DISTRICT" for its costs in providing service pursuant to this agreement at a rate of \$7,583.33 per month (\$91,000 per year).
 - **B.** To provide that all ambulance revenues collected by "HILDALE" shall be forwarded to the "DISTRICT" as they are collected, for use of operations and for lease payments.
 - C. To assure that the "HILDALE" Fire Chief cooperates with the "DISTRICT" administration in frequent communications regarding fire prevention activities and other activities undertaken pursuant to this agreement, and serves as the "HILDALE" IGA Administrator.
 - **D.** To provide and make available for use, pursuant to this agreement, all ambulances, rescue vehicles, fire apparatus, fire stations, and associated equipment.
 - **E.** To assure that all activities related to services shall be performed in accordance with policies established by the "DISTRICT."
 - F. To assure that the "HILDALE" Fire Chief cooperates directly with the "DISTRICT" to provide a monthly Fire Department report in conjunction with the "DISTRICT" Fire Chief at the "DISTRICT" business meetings.
 - **G.** To protect the residents of the "DISTRICT" at the same level of service as those of "HILDALE."
 - **H.** To maintain Worker Compensation Insurance on all fire and EMS volunteers who provide service within "HILDALE."
 - I. To hold harmless and indemnify the "DISTRICT," its officers, agents, and employees, including costs and reasonable attorney's fees, from any and all liability which may arise out of the actions, errors, or omissions of "HILDALE" or its agents resulting in a claim (or claims) for bodily injuries or damages to persons or property, real or personal.

- **IV. DURATION.** The initial term of this Agreement shall be for a period of five (5) years commencing on July 1, 2020, through June 30, 2025. The Agreement shall be automatically renewed and extended for an additional term of one (1) year each for a total of ten (10) years, unless sooner terminated pursuant to paragraph VI. This agreement may be revised at any time upon mutual agreement by both parties.
- V. FINANCING AND BUDGET. Payments made by "HILDALE" to the "DISTRICT" pursuant to this agreement shall be financed in accordance with the provisions of Utah Code Ann. SS 10-5-101 et seq. or SS 10-6-101 et seq. (1953, as amended) as applicable. The Fire Chief of the "DISTRICT" shall establish and maintain a budget for specified services.
- VI. TERMINATION. This agreement may be terminated with or without cause by either party giving forty five (45) days written notice to the other party. Any property belonging to "HILDALE" which has been provided to the "DISTRICT" for use pursuant to this agreement shall thereupon be returned to the "HILDALE" Fire Chief. Any property belonging to the "DISTRICT" which has been provided to "HILDALE" for use pursuant to this agreement shall thereupon be returned to the "DISTRICT."
- VII. PROPERTY. All property, real and personal, owned by the "DISTRICT" or "HILDALE," used in performing this agreement shall be provided and pre-positioned for the best interest of the entire response area, as agreed by the "DISTRICT" and the "HILDALE" Fire Chief.
- VIII. COMPLIANCE WITH LAWS. All fire, EMS, rescue services and related services, shall be performed in strict compliance with all applicable ordinances, regulations, laws, and other requirements, including licenses, certifications, and training.
- IX. POLICIES. All Standard Operating Procedures (SOP's) and Policies of the "DISTRICT" shall be jointly promulgated as both "HILDALE" and "DISTRICT" SOP's. In an effort to prevent duplication and to promote cooperation and uniformity, "DISTRICT" personnel and volunteers may represent either Hildale Fire Department or

Colorado City Fire District with badges, insignias, and uniforms appropriate to the need and as approved by the "DISTRICT" Fire Chief. All members of the "DISTRICT" and/or fire, EMS and rescue personnel shall follow the policies of "HILDALE" and of the "DISTRICT" while responding to, operating at, and returning from calls, or at training functions, as well as other activities.

X. COMMENCEMENT. This agreement shall be effective on the first day of July, 2020.

DATED this day of	, 2020.
Jared B. Barlow, Chair of the Board Colorado City Fire District	Donia Jessop, Mayor Hildale City
	ATTEST:
Michael Cawley, Board Clerk Colorado City Fire District	Vincen Barlow, City Recorder
Approved as to Form:	Approved as to Form:
Attorney for Colorado City Fire District	Attorney for Hildale City

HILDALE CITY INDUSTIAL PARK LOT LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into as of this day of

, 2020 by and between CITY OF HILDALE, UT ("Lessor"), and <u>LORIN W. STEED</u> ("Lessee"), (collectively the "Parties").
In consideration of the mutual covenants, terms and conditions in this Agreement, the Parties agree as follows:
A. Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the real property located in Mohave County, State of Arizona described as follows:
LOT: HILDALE SOUTH INDUSTRIAL PARK PARCEL # 1
ADDRESS: 465 South Willow St. Colorado City AZ 86021 STREET CITY STATE ZIP (Hereinafter the "Property")
B. Term. The term of this Agreement shall commence on the day of, 2020, and continue through the <u>17th</u> day of <u>January</u> , 2067. This term may be extended at any time prior to the date of expiration upon mutual written consent from both the Lessor and Lessee.
C. Maintenance. Lessee agrees to maintain the Property in an orderly, clean, safe, and sanitary manner. Lessee is fully responsible for all repairs, trash removal, and snow removal for the Property. Lessee shall obtain and maintain all appropriate Building Permits and other approvals from appropriate government entities, and to comply with all applicable laws and ordinances regarding the Property's condition.
D. Utilities. Lessee agrees to be fully responsible for all utility services to the Property.
E. Insurance. Lessee agrees to be responsible for its own insurance costs for the property. Lessor's insurance shall not cover the Property or Lessee's personal property on the Property.

Page **1** of **5**

years to be \$1,000.00 per month that the Agreement is effective.

constitute default as specified in Paragraph O.

been paid by the prior tenant.

F. Taxes. Lessee agrees to pay, when due, all taxes associated with the Property. In the event that Lessee has real property taxes for the Property unpaid for greater than 3 years, it will

G. Initial Lot Fee. Lessee shall not be required to pay the one-time Lot Fee, the same having

H. **Annual Lot Lease Fee.** Lessee agrees to pay to the Lessor \$12,000.00 as an Annual Lot Lease Fee due by December 31st of each year. The amount shall be prorated on the first and last

- I. Late Fees and Collection Costs. Lessee will incur late fees of \$50 per month and a finance charge of 2% per month (24% per year) of the unpaid balance from January 1st plus all expenses, collection costs and attorney fees incurred in any negotiation and collection effort.
- J. **Assessment Amount Subject to Change.** The amount of the Annual Lot Lease Fee may be changed by the Lessor, uniformly effective to all Hildale Industrial Park lots, upon thirty (30) days' notice given to lessee pursuant to paragraph Z, below. The Annual Lot Lease Fee shall not increase by more than 20% in any given year and will never exceed \$15,000.00 per year over the life of the lease.
- K. Restrictions on Use. Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises occasioned by or affecting the use thereof by Lessee. Lessee shall obtain all permits and licenses required to conduct a business on the Premises. All such permits and licenses shall be procured at Lessee's expense. Lessee shall use the Premises in a careful, safe, and proper manner. Lessee shall not use or occupy or permit the Premises to be used or occupied for any purpose or in any manner prohibited by the laws of the United States, the State of Arizona, or the ordinances and regulations of Colorado City or Mohave County. Lessee shall not engage in any activity that will cause or permit any hazardous substance or material to be stored, used, or disposed of in or around the Premises.

Lessee shall not do or permit any act or thing that may impair the value of the Property, or any part thereof, or materially increase the dangers, or pose an unreasonable risk of harm, to third parties (on or off the Premises) arising from activities thereon. Lessee shall not allow the Premises to fall into a state of disrepair or disorder or permit any objectionable noise or odor to escape or be emitted from the Premises or do anything or permit anything to be done upon or about the Premises in any way that constitutes a public or private nuisance or waste to the Property or any part thereof. Lessee shall promptly give to the City copies of all reports given to, and notices received from, governmental agencies regarding the Property, and specifically the environmental conditions of the Property and the operations conducted thereon.

- L. **Hazardous Substances.** Regardless of any consents granted by Lessee pursuant to Paragraph K allowing hazardous substances on the Property, Lessee shall not cause or permit the discharge of any hazardous substance into the environment around the Property, including the storm sewer system if applicable. Tenant's violation of this paragraph shall be deemed a default of this Agreement as stated in Paragraph O. Lessee shall be fully responsible for all cleanup and mitigation of contaminated area should willful or accidental environmental hazardous material contamination occur.
- M. Assignment and Subletting. Lessee may not sublet the Property, or any portion thereof, or assign this Agreement, or any portion thereof, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed.
- N. **Modification.** The provisions of this Agreement shall not be modified, unless in writing and signed by all Parties.
- O. **Default.** This Agreement shall be in default if Lessee violates any provision of this Agreement. Lessor shall notify Lessee of alleged default by certified letter or personal letter delivery. If

Lessee fails to make a satisfactory plan of correction of the default, or fails to meet requirements of agreed upon plan of correction, and the Lessor has made reasonable allowance for Lessee to correct the default considering the severity, this Agreement may be terminated at the discretion of the Lessor. Termination of this Agreement due to non-payment as stated in paragraphs H and I, shall be only after other collection efforts have been exhausted.

- P. **Early Termination of Agreement.** This Agreement may be terminated prior to the expiration of term by mutual agreement signed by all Parties, in addition to the Default provisions of paragraph O.
- Q. **Termination of Agreement.** Within 30 days of the termination of the Agreement according to the provisions of Paragraphs O or P, or in the case of bankruptcy of Lessee, Lessee agrees to return possession of the Property to Lessor, in as good condition as it now is, with the usual wear and tear, accidents and loss by fire or other acts of God excepted.
- R. Attorney's Fees. Lessee agrees to pay all costs and attorney's fees and expenses that may arise from enforcing the provisions of this Agreement.
- S. **Indemnification.** Lessee hereby agrees to defend, indemnify and hold harmless Lessor from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to Lessee's failure to comply with the provisions hereof and/or the terms of this Agreement.
- T. Choice of Law. This Agreement has been made in and its validity, performance, and effect shall be determined in accordance with the internal laws of the state in which the Property is located.
- U. **Entire Agreement/Severability.** This writing represents the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the Parties with respect to the subject matter; it may not be altered or amended except by an agreement in writing signed by both parties. If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of this Agreement.
- V. **Title to Fixtures & Equipment.** All fixtures, equipment, personal property, including mobile or portable buildings and other materials installed into, or located upon, the Property by the Lessee ("Fixtures & Equipment") regardless of whether they are affixed or freestanding shall be and remain the property of the Lessee. On or before the expiration of the Term of this Agreement (or any extension thereof), Lessee may, but shall not be required to, remove from the Property all Fixtures & Equipment. All expenses incurred in connection with the removal of any Fixtures or Equipment shall be borne by Lessee. Lessee further agrees that (i) Lessee will repair, at Lessee's sole expense, all damage to the Property that may result from the removal of such Fixtures & Equipment and restore the Property to the condition which existed prior to Lessee's construction erection or placement of Fixtures and Equipment on the Property, and (ii) excepting mobile or portable buildings designed to be temporary in nature, Lessee will not remove any structures, buildings, structural components of buildings or an site improvements located upon the Property without Lessor's prior written consent.

- W. Lien of Lessor and Hypothecation of Leasehold. Lessee agrees that structures, buildings and site improvements which exist on the Property at the commencement of the Term of this Agreement or that are thereinafter constructed, located, or erected on the Property as well as Lessee's leasehold interest in the Property, shall be and remain charged with a lien in favor of Lessor to secure Lessee's performance of all duties and obligations imposed on Lessee by the terms of this Agreement ("Lessor's Lien"). The priority of Lessor's Lien shall be superior to all other contracts, liens and other encumbrances whatsoever affecting the property.
- X. **Hypothecation of Leasehold:** Notwithstanding the preceding, the Parties agree that Lessee may pledge, encumber, assign or otherwise hypothecate its leasehold interest in the Property to a lender with Lessor's prior written consent, which consent will not be unreasonably withheld or delayed. Lessor agrees that it will subordinate its Lessor's Lien to the lien of a lender who provides financing for Lessee or a sub-lessee's construction and erection of improvements to the Property; however, any such subordination shall only apply to Lessor's security interest in structures, buildings, site improvement and Lessee's leasehold interest in the Property.
- Y. **Right to Cure Default:** Lessor does not, and will not, agree to subordinate its fee simple interest in the Property to any lender or third party. In the event a Lessee's leasehold interest in the Property is pledged, encumbered, assigned or otherwise hypothecated to a lender or third party for any reason ("Collateral Pledge"), the following covenants shall automatically apply and shall be deemed to run with the Property and Lessee's leasehold interest therein:
 - a. In the event of a default by the Lessee, sub-lessee or assign in the underlying obligation secured by the Collateral Pledge, said lender or third party shall give Lessor written notice and a ninety (90) day right to cure said default.
 - b. If Lessee or Lessor do not cure said default within the period set forth in sub Paragraph a, above, the lender or third party may commence proceedings to foreclose the lien created by the Collateral Pledge in compliance with Utah law.
 - c. Lessor will attorn to, and not disturb, any purchaser or subsequent assignee or sublessee of the leasehold interest in the Property acquired as the result of a proceeding to foreclose the lien created by the Collateral Pledge in compliance with Arizona law as long as the purchaser or subsequent assignee comply with all affirmative covenants, obligations and use restrictions set forth in this Agreement.
 - d. Lessor shall provide thirty (30) day written notice of a default as well as the right to cure said default to any lender or third parties who are the beneficiaries of the Collateral Pledge.
 - e. Beneficiaries of a Collateral Pledge shall be entitled to share in hazard insurance proceeds or condemnation proceeds relative to the value of leasehold interest in the Property should a casualty or condemnation event occur.
- Z. **Notices.** Unless otherwise specified in this Agreement, under law, or as otherwise agreed to in writing between Lessor and Lessee, all notices provided by this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

To 1	Lessee:	the	Premises,	or at	address	listed	below

Lorin W. Steed PO Box 364 465 S. Willow St Colorado City, AZ 86021

To Lessor:

Hildale City Attn: City Manager PO Box 840490 320 E. Newel Ave Hildale, UT 84784-0490

SIGNED AND EXECUTED as of the date first above written.

City of Hildale, Utah (Lessor)	Attest:
By: Title:	City Recorder
Lorin W. Steed ("Lessee")	Attest:
	Notary Public

WHEN RECORDED MAIL TO:

City of Hildale Attn: City Recorder PO Box 840490 Hildale, Utah 84784-0490

TERMINATION OF LEASE

That certain HILDALE CITY INDUSTRIAL LOT LEASE AGREEMENT, dated January 17, 2017, between Nuance Management, L.L.C. as the Lessee and City of Hildale, UT as Lessor, recorded at Fee #2017017430 in the office of the Mohave County Recorder, State of Arizona, covering the following described property located in Mohave County, Arizona:

HILDALE SOUTH INDUSTRIAL PARK PARCEL #1

A PARCEL OF LAND LOCATED IN GOVERNMENT LOTS 6 AND 7 IN SECTION 6, TOWNSHIP 41 NORTH, RANGE 6 WEST, GILA AND SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST OUARTER CORNER OF SAID SECTION 6, WHICH POINT IS A SET 5/8 REBAR AND 3-1/4 INCH ALUMINUM CAP STAMPED "RLS 35327," THE BASIS OF BEARINGS BEING S. 0°34'11" E. ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, BETWEEN THE SAID SET REBAR AND CAP AT THE WEST QUARTER CORNER OF SAID SECTION 6 AND A SET 5/8 INCH REBAR AND 3-1/4 INCH ALUMINUM CAP STAMPED "RLS 35327" AT THE SOUTHWEST CORNER OF SAID SECTION 6 (DESCRIBED AS S. 0°05'35" E. ON COLORADO CITY ROAD DEDICATION PLAT NO. 4 FILED AT RECEPTION NO. 88-35636 IN THE OFFICIAL RECORDS OF SAID COUNTY); THENCE S. 0°34'11" E. 43.00 FEET ALONG SAID WEST LINE; THENCE N. 89°41'24" E. (DESCRIBED AS S. 89°50'00" E. ON SAID PLAT NO. 4) 976.89 FEET PARALLEL TO THE CENTER SECTION LINE AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF MOHAVE AVENUE TO THE TRUE POINT OF BEGINNING; THENCE N. 89°41'24" E. 282.63 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S. 0°54'18" E. (DESCRIBED AS S. 0°25'42" E. ON SAID PLAT NO. 4) 1321.06 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF WILLOW STREET: THENCE N. 89°41'44" E. 43.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF BLACK AVENUE; THENCE S. 0°54'18" E. 617.53 FEET ALONG THE 1/16TH SECTION LINE; THENCE S. 89°41'53 W. 699.94 FEET ALONG THE 1/64TH SECTION LINE; THENCE N. 0°44'15" W. 1277.96 FEET; THENCE N. 89°41'34" E. 369.60 FEET; THENCE N. 0°49'17" W. 660.50 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

and further being located at 465 South Willow St, Colorado City, AZ 86021.

is hereby **TERMINATED BY MUTUAL AGREEMENT**.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF HILDALE, UT ("Lessor")	Attest:
Donia Jessop, Mayor	Recorder
NUANCE MANAGEMENT, L.L.C. ("Lessee")	
Anthus Barlow	
Title	
State of Utah) §§ County of Washington)	
The foregoing instrument was acknowledged 2020 by Anthus Barlow on behalf of Nuance	
	Notary Public



© 435-874-2323

435-874-2603

www.hildalecity.com

From: John Barlow, Hildale City Manager

To: Mayor and Council

Date: February 26th, 2020

Subject: Personnel and Staffing Plan

Orientation:

Hildale City Recorder, Vincen Barlow, after 24 years of service to the City has decided to move on from the City to go into private sector of business. I and the City Attorney worked with Vincen to come up with an agreement that balances the limited resources of the City and the duty the City has to help Vincen with his next venture after 24 years of public service.

Hildale and Vincen are agreeing to separate on very positive terms. From my perspective, Vincen has served Hildale City with a high degree of integrity for 24 years, two of which, were during a very turbulent time, where he was crucial in stabilizing the administration that was entirely filled with people of no municipal experience. Vincen has expressed to me that he is very happy with Hildale City and that he feels that it is great organization and has agreed to help in any way that Hildale City needs in the future.

Separation Agreement:

Here are some key points to the separation agreement:

• Hildale City Agrees to pay Vincen \$31,000 (before payroll deductions).

This is equivalent to about 7 months of pay. The generally accepted rule of thumb is two weeks of pay for every year of service—which would be about 6 months pay; however, I recommend the City go a little higher than that in recognition of Vincen's excellent service.

- Vincen agrees to spend at least 72 hours for the City at \$25/Hour to help the City if needed.
- Other standard items:
 - Vincen agrees to release the City of any claims he may have against the City.
 - Vincen and the City agree to not disparage the other. (Agreeing to part ways on good terms).
 - Vincen has 21 Days to reconsider the agreement after it is finalized. (Federal Law)
- IF the Council approves the agreement it will be effective May 11th, 2020.

Mayor: Donia Jessop

City Council: Maha Layton, Lawrence Barlow

Stacy Seay, JVar Dutson, Jared Nicol

320 East Newel Ave. P.O. Box 840490 Hildale, UT 84784

EMPLOYMENT SEPARATION AGREEMENT

This EMPLOYMENT SEPARATION AGREEMENT (the "Agreement") is entered into by and between the CITY OF HILDALE, a Utah municipal corporation (the "City") and VINCEN BARLOW ("Employee"), effective as of the later of the dates set forth below (the "Effective Date"). Throughout this Agreement Employer or Employee may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- **A.** WHEREAS, the City has heretofore employed Employee as its City Recorder, which is an appointed position;
- B. WHEREAS, Employee has decided to voluntarily resign his employment with the City;
- **C.** WHEREAS, the City recognizes and appreciates the value of Employee's service to the public over his roughly 24 years of employment;
- **D.** WHEREAS, Employee is aware of his right to consult with an attorney prior to signing this Agreement; and
- E. WHEREAS, the Parties each desire to enter into this Agreement for their mutual benefit.

TERMS AND CONDITIONS

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

- 1. Resignation. By signing this Agreement, Employee voluntarily resigns his employment with the City, effective at 5:00 p.m on May 11, 2020. Employee's resignation shall be expressly conditioned upon City Council ratification and/or approval of this Agreement. Notwithstanding this resignation, and as additional consideration for the City to enter into this Agreement, Employee agrees that he will make his services available to the City on an independent contractor basis for a minimum of 72 hours, billable by the hour at the rate of \$25 per hour.
- 2. Release and Covenant not to Sue. Employee, on behalf of himself and, as applicable, his successors, heirs, assigns, executors, agents, trustees, attorneys, and representatives, hereby fully and irrevocably release, acquit, and forever discharge the City and its successors, assigns, officials, officers, agents, attorneys, employees, representatives and insurers from any and all grievances, liabilities, claims, causes of action, suits, losses, damages, costs, expenses and demands arising out of or related to his employment, of any kind, nature, character, type, or description and whether known or unknown, which heretofore exists or may exist, including but not limited to any cause of action for wrongful termination, and discrimination and retaliation under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Utah Antidiscrimination Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, and Section 1981 or 1983, Title 42 of the U.S.Code (the "Released Claims"). Employee further covenants to not bring any legal action against any other Party based on the Released Claims, except for an action to enforce this Agreement.
- **3. Payment.** The City shall, 21 days after the Effective Date of this Agreement, pay employee the lump sum of \$31,000.00 as severance pay, subject to the usual payroll deductions and pursuant to the City's normal payroll practices.

- **4.** Additional Payments. Employee shall receive, in addition to the payment provided for in Section 2 above, any moneys to which he would otherwise be entitled under established City policy, including without limitation accrued wages, salary, overtime, compensatory time, paid time off and allowances, subject to eligibility and other limitations. Furthermore, Employee will receive contract payment for any services rendered as provided in Section 1.
- 5. Health Insurance and COBRA. The City shall discontinue coverage of Employee and any dependents under the City's existing medical insurance program as of May 31, 2020. Employee may apply for health insurance coverage thereafter pursuant to the provisions of the Comprehensive Omnibus Budget Reconciliation Act ("COBRA"), at Title X of the U.S. Code. Eligibility for COBRA, application requirements, and length of coverage, are governed by the provisions of COBRA. Employee should refer to that Act, in consultation with Employee's financial, legal or other advisors, if desired, for any questions concerning such coverage. The City shall not be liable for any information or advice provided to Employee about COBRA or health insurance benefits Employee may wish to obtain after the end of his employment with the City.
- **6. Return of Property.** Within three business days after the Effective Date of this Agreement, Employee shall deliver any and all City property in his possession to the City, including without limitation computer hardware and software, cell phones, keys, badges, credit cards, vehicles, furnishings, and documents or other written materials, whether originals, copies, or abstracts.
- 7. **Rights Under Federal Law.** Employee acknowledges that he has been informed pursuant to the Older Workers Benefit Protection Act of 1990 as follows:
 - a. Employee has the right to consult with an attorney before signing this Agreement;
 - Employee does not waive or give up any rights or claims under the Age Discrimination in Employment Act that may arise after the date this Agreement is signed;
 - c. Employee has 21 days from the date of first receiving a copy of this Agreement to consider signing it. If Employee decides to sign this Agreement before 21 days have passed, the timing of such execution is solely Employee's choice and Employee acknowledges that he voluntarily waives the 21-day period to consider this Agreement; and
 - d. Employee has seven days after signing this Agreement to revoke it, and the Agreement will not be effective until that revocation period has expired. Employee further acknowledges that Employee understands that this waiver is voidable for seven calendar days after its execution, provided that written notice of Employee's intent to revoke is delivered to the City Manager within seven calendar days after Employee's execution of this Waiver, and that Employee immediately reimburses the City for all funds paid to Employee and all funds expended by the City under this Agreement.
- 8. Confidentiality Obligations. The Parties mutually agree that the terms of and circumstances surrounding the negotiation and execution of this Agreement, other than the existence and dates of Employee's employment with the City, shall be confidential and thus not subject to disclosure to any third party, except as required by court order or any applicable law, including without limitation the Utah Governmental Records Access and Management Act ("GRAMA"). The Parties furthermore agree that neither Party shall make any disparaging statement about the other Party or encourage others to do so.
- **9. Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter contained herein and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the Parties whether verbal or otherwise.

- **10. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective affiliates, heirs, legal representatives, successors and assigns.
- 11. Waiver and Modification. No portion of this Agreement may be changed or waived except by written agreement of the Parties. No waiver or delay in enforcement of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver of the same provision unless expressly stated otherwise.
- **12. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect so long as the intent of the parties can be reasonably accomplished thereby.
- 13. Governing Law, Jurisdiction and Venue. This contract shall be governed by and construed in accordance with the laws of the State of Utah, and jurisdiction and venue for any legal action shall only be in the Fifth District Court in Washington County, Utah.
- **14.** Costs and Attorney Fees. In the event of litigation or binding arbitration arising out of the transaction contemplated by this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.
- **15. Notices.** All notices required under this Agreement must be in writing, shall be deemed to have been given or made when actually received, and must be directed as follows:

If to the City:

If to Employee:

City of Hildale c/o City Manager 320 East Newell Avenue P.O. Box 840490 Hildale, Utah 84784 Phone: (435) 874-2323 Vincen Barlow PO Box 840141 Hildale, Utah 84784 Phone: (435) 819-0919

Any party may change its address for purposes or this Section 15 by giving the other party written notice of the new address in the manner set forth above.

- 16. Calculation of Time Periods. Unless otherwise explicitly stated in this Agreement, in computing any period of time described herein, the day of the act or event which triggers the designated period of time is not to be included, and the last day of the period so computed is to be included, unless such day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next business day. The last day of any period of time described herein shall be deemed to end at 6:00 PM Mountain Daylight Time.
- 17. Authority of Signers. The Parties each covenant and warrant that the signatories to this Agreement have full and complete authority to bind their respective entities, that all necessary consents for this transaction have been obtained, that each Party possesses the necessary power and authority to bind itself, and there exist no outstanding agreements, restrictions, or prohibitions, oral or written, express or implied, that would prevent or inhibit the execution and consummation of this Agreement. The authority for the City, however, is subject to and conditioned upon the ratification and/or approval of the Hildale City Council.
- **18. Electronic Transmission and Counterparts.** This Agreement may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

EMPLOYMENT SEPARATION AGREEMENT

Page 3

19. Subject to Appropriations. This Agreement shall not be construed in any manner to bind the future legislative discretion of the City or its future budget appropriations. Where future appropriations are unavailable or insufficient to meet the obligations provided for herein, such circumstances shall constitute a default by the City.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers.

CITY:		
Ō	Oonia Jessop, Mayor	Date
А	ittest:	
ā	Christian Kesselring, Deputy City Recorder	
EMPLOY	ΈΕ:	
	Vincen Barlow	5-11-2-02-0 Date



May 26, 2020

Honorable Mayor and City Council and Management Hildale City 320 East Newel Avenue Hildale, UT 84784

We are pleased to confirm our understanding of the services we are to provide Hildale City, Utah for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of:

Hildale City, Utah Hildale/Colorado City Water Departments, and Hildale/Colorado City Gas Departments

(collectively referred to hereafter as Hildale City), as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hildale City, Utah's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to Hildale City, Utah's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis
- 2) Schedule of revenues, expenditures and changes in fund balance budget and actual general fund

We have also been engaged to report on supplementary information other than RSI that accompanies Hildale City, Utah's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards (if applicable)
- 2) Combining statements

Our responsibility for other information included in documents containing the entity's audited financial statements and auditor's report, if applicable, does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor, City Council, and Management of Hildale City, Utah. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hildale City, Utah's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Hildale City, Utah's major programs. The purpose of these procedures will be to

express an opinion on Hildale City, Utah's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes, and schedule of expenditures of federal awards (if applicable) of Hildale City, Utah in conformity with U.S. generally accepted accounting principles and the Uniform Guidance and depreciation schedule and proposed journal entries based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes, schedule of expenditures of federal awards, depreciation and proposed journal entries services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified

including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by the time we begin our audit.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to HintonBurdick, PLLC, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically

disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

You agree to assume all management responsibilities relating to the financial statements and related notes, schedule of expenditures of federal awards, depreciation schedule, and proposed journal entries, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements and related notes, depreciation schedule, schedule of expenditures of federal awards, and proposed audit journal entries prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all schedules we normally request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Hildale City, Utah; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of HintonBurdick, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HintonBurdick, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in approximately October 2020 and to issue our reports no later than December 31, 2020. Michael K. Spilker, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our price estimate for the financial audits, including out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.), will not exceed \$44,000. Our price estimate for the single audit, if applicable, will be \$3,750 (based on one major program).

The above fees are based on anticipated cooperation from your personnel, timely receipt of information, and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

If requested or required, fees for additional accounting, consultation and any other non-audit services will be billed separately and will be dependent on the level of service provided. If our fees for these services will be significantly more than in prior years, we will discuss the situation with you before we proceed.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to periods for which we are not engaged as auditors.

It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final. Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute each party is giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to Hildale City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
Sull K Jaile
Michael K. Spilker, CPA
HintonBurdick, PLLC
RESPONSE:
This letter correctly sets forth the understanding of Hildale City.
Management Signature (required):
Name and title:
Governance Signature (optional):
Name and title:

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is entered into this ______ day of June, 2020 (the "Effective Date") by and between the CITY OF HILDALE, a Utah municipal corporation ("Lessor") and SOUTHWEST BEHAVIORAL HEALTH CENTER, a Utah limited purpose entity ("Lessee"). The parties may be referred to herein individually as a "Party," and collectively as the "Parties."

1. **Lease.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the following described premises (the "Leased Premises"):

Main Floor Suite, 985 N Box Elder St, Hildale, Utah

- 2. **Rent.** In consideration of the lease granted herein, Lessee covenants and agrees to pay to Lessor as rent the sum of \$300 per month, which shall be due and payable on the 15th day of each month.
- 3. **Renovations.** Lessor agrees to renovate the Leased Premises to make it suitable for use as a "youth coalition facility," including construction of building improvements and installation of electronic equipment, according to budgets and specifications reasonably approved by Lessee, but not to exceed \$10,000 in value (the "Renovations"). In addition to the rent provided for herein, Lessee agrees to pay Lessor promptly upon demand the amount of \$10,000 to offset the cost of such Renovations. Any balance that may remain unexpended after completion of the Renovations shall be returned to Lessee without interest. Lessee further agrees that said Renovations shall be retained by Lessor as its sole property upon termination of this Lease Agreement as provided for hereunder.
- 4. **Maintenance.** Lessor shall be responsible to provide all basic municipal utilities, trash and snow removal, and routine maintenance and repairs on the Leased Premises. Lessee agrees to operate the Leased Premises in an orderly, safe and accessible fashion, to obtain any regulatory permits, licenses or approvals as may be required, and to comply with all applicable ordinances, laws and regulations.
- 5. **Expenses.** Lessee covenants that it shall be responsible to pay all insurance, personal property tax, and real property tax attributable to its use of the Leased Premises.
- 6. **Term.** The term of this Lease Agreement shall begin on the Effective Date hereof, ending on the 31st day of May, 2021 (the "Initial Term"), unless otherwise terminated or extended as provided herein.
- 7. **Extensions.** The Initial Term of this Lease Agreement may be extended for successive terms upon mutual written agreement of Lessor and Lessee. In the

- absence of such an agreement, after the Initial Term and any extensions thereof, and unless Lessee gives Lessor at least 30 days' prior written notice of its intent to vacate the Leased Premises, this Lease Agreement shall automatically be extended on a month-to-month basis.
- 8. **Subleasing.** Lessee agrees not to let, sublet or assign the whole or any part of the Leased Premises without Lessor's written consent, which shall not be unreasonably withheld.
- 9. **Default.** Any material breach of this Lease Agreement by Lessee shall constitute default and shall be grounds for termination, unless cured as provided for hereunder. In the event of a default, Lessor shall notify Lessee of by certified letter or personal letter delivery. If Lessee fails to make a satisfactory plan of correction of the default, or fails to meet requirements of agreed upon plan of correction, and the Lessor has made reasonable allowance for Lessee to correct the default considering the severity, this Lease Agreement may be terminated at the discretion of the Lessor.
- 10. **Return of Premises.** At the expiration or termination of this Lease Agreement, peaceable possession of the Leased Premises shall be given to Lessor, in as good condition as they now are and including the Renovations, the usual wear, inevitable accidents and loss by fire excepted. Upon termination or expiration of the Lease, Lessor may remove any personal property at Lessee's expense, excluding the Renovations.
- 11. **Indemnification.** Lessee hereby agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to Lessee's failure to comply with the terms of this Lease Agreement.
- 12. **Binding Effect.** The covenants herein shall extend to and be binding upon the agents, officers, subsidiaries, affiliates, successors and assigns of the parties to this Lease Agreement.
- 13. **Choice of Law.** This Lease Agreement has been made in and its validity, performance, and effect shall be determined in accordance with the laws of the State of Utah.
- 14. **Entire Agreement.** This Lease Agreement represents the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the Parties with respect to the subject matter; it may not be altered or amended except by an agreement in writing signed by both parties.
- 15. **Severability.** If any part of any provision of this Lease Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of the Lease Agreement.

16. **Notices.** Unless otherwise specified in this Agreement, under law, or as otherwise agreed to in writing between Lessor and Lessee, all notices provided by this Lease Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:

To Lessor:

Hildale City Manager 320 E. Newel Ave. PO Box 840490 Hildale, UT 84784

To Lessee:

Executive Director Southwest Behavioral Health Center 474 W. 200 N. St. George, UT 84770

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, by executing this Lease Agreement below, the parties and their duly authorized representatives indicate their understanding and acceptance of all terms and conditions set forth herein.

THE CITY OF HILDALE:	
Donie Jessen Mayor	
Donia Jessop, Mayor	
ATTEST:	
City Recorder	
SOUTHWEST BEHAVIORAL HEALTH CENTER:	
Signature	
Name	
Title	

HILDALE CITY ORDINANCE 2020-002

HILDALE CITY ORDINANCE NO. 2020-002

AN ORDINANCE PROVIDING FOR THE COMPENSATION OF ELECTED AND STATUTORY OFFICERS OF HILDALE CITY

WHEREAS, the City of Hildale currently fixes the compensation of elective and statutory officers by ordinance, as provided for in Utah Code Section 10-3-818;

WHEREAS, in a regular Utility Board meeting on April 21st, 2020, the Utility Board recommended an increase in Mariah LaCorti's pay as a result of an increase of responsibility;

WHEREAS, Mariah LaCorti was given greater responsibility, promoted within the Utility Department to Customer Relations Manager, and it is the best interest of the City of Hildale to compensate her more for those responsibilities starting, effectively, on May 01, 2020;

WHEREAS, Hildale City has failed to meet statutory minimums for the municipal judge's salary in the past years and Hildale City, and the Hildale City Council desires to come into compliance with the law by back-paying Judge Graff the amount of \$646.10;

WHEREAS, the Mayor of Hildale City has requested the City reduce her salary in recognition of the fiscal constraints of good governance;

WHEREAS, the Mayor will continue to work for the City for less pay;

WHEREAS, the City Manager will have increased work and responsibility by doing the major accounting functions for the Utility Department,

WHEREAS, the Accounts Payable Clerk, Athena Cawley will have increased work and responsibility as the City Recorder,

WHEREAS, the City Attorney will have increase work by reviewing and processing land use applications.

NOW THEREFORE, be it ordained by the Council of Hildale City, in the State of Utah, as follows:

SECTION 1: <u>AMENDMENT</u> "Sec 31-82 Compensation Of Elected And Statutory Officers" of the Hildale Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 31-82 Compensation Of Elected And Statutory Officers

(a) *Compensation*. The yearly compensation of the elected and statutory officers shall be established as:

Mayor	\$22,100.00
Manager	\$56,455.20
	\$21,280.00 during periods of military active duty
Recorder	\$53,831.57
Treasurer	\$35,330.40
Attorney	\$100,000.00
Justice Court Judge	\$7,500.00
Mayor and City Council Stipend	\$70.00/meeting

- (b) *Payment*. The Treasurer shall, on the regularly-scheduled bi-weekly payroll drawn on the municipal checking account, pay each elected and statutory officer according to the compensation schedule hereby established.
- (c) *Per Diem*. Each member of the governing body shall receive mileage and per diem for all trips approved by the governing body according to the schedules adopted by the City and by the Utah Department of Finance.

AFTER AMENDMENT

Sec 31-82 Compensation Of Elected And Statutory Officers

(a) *Compensation*. The yearly compensation of the elected and statutory officers shall be established as:

Mayor	\$ <u>11,500</u> 22,100.00
Manager	\$ <u>66,455.20</u> 56,455.20
	\$21,280.00 during periods of military active duty
Recorder	\$ <u>45,886.40</u> <u>53,831.57</u>
Treasurer	\$ <u>43,939.15</u> <u>35,330.40</u>
Attorney	\$ <u>105,000.00</u> 100,000.00
Justice Court Judge	\$ <u>7,699.47</u> 7,500.00
Mayor and City Council Stipend	\$70.00/meeting

(b) One-Time Payment to Justice Court Judge. The Justice Court Judge shall receive a one-

- time payment of \$646.10 on June 1201, 2020.
- (c) *Payment*. The Treasurer shall, on the regularly-scheduled bi-weekly payroll drawn on the municipal checking account, pay each elected and statutory officer according to the compensation schedule hereby established.
- (d) *Per Diem*. Each member of the governing body shall receive mileage and per diem for all trips approved by the governing body according to the schedules adopted by the City and by the Utah Department of Finance.

PASSED AND ADOPTED BY THE H	IILDALE CIT	Y COUNC	CIL	
	AYE	NAY	ABSENT	ABSTAIN
Councilmember JVar Dutson				
Councilmember Maha Layton				
Councilmember Stacy Seay				
Councilmember Jared Nicol				
Councilmember Lawrence Barlow				
Presiding Officer	A	ttest		
Donja Jessop, Mayor, Hildale City	$\overline{ m V}$	incen Barlo	ow, City Recor	der Hildale
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WHEREAS, the Mayor of Hildale City has requested the City reduce her salary in recognition of the fiscal constraints of good governance;

WHEREAS, the Mayor will continue to work for the City for less pay;

WHEREAS, the City seeks to attract and retain a qualified Recorder.

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PASSED AND ADOPTED BY THE HI	LDALE CIT	Y COUNC	CIL	
	AYE	NAY	ABSENT	ABSTAIN
Councilmember JVar Dutson				
Councilmember Maha Layton				
Councilmember Stacy Seay				
Councilmember Jared Nicol				
Councilmember Lawrence Barlow		<u> </u>		
Presiding Officer	A	ttest		
Donja Jessop, Mayor, Hildale City	$\overline{ m V}$	incen Bark	ow, City Recor	der Hildale

City



435-874-2603

From: John Barlow, Hildale City Manager

To: Mayor and Council

Date: July 1st, 2020

Subject: Personnel Plan in Absence of Recorder

Orientation:

In the absence of a City Recorder, Hildale City must evaluate options for replacing the City Recorder or redistributing the work and responsibility.

Recommendations:

In the absence of a Recorder, I recommend the Council take one of three possible paths: 1) immediately hire and accountant, 2) cover down for six months or shorter, or 3) cover down indefinitely.

Option 1: Hire Accountant

The City could immediately hire an accountant.

Operational Impact: This would improve operations.

Legal Impact: Best Option. In terms of regulatory compliance and legal risk, this is the best option.

Financial Impact: See financial analysis.

Pros:

- Hildale City and the Utility Department could immediately move into compliance in areas of noncompliance with state law.
- Higher productivity in other operational areas. Manager and Staff time will remain dedicated on non-recording items.
- There would be better segregation of duties. (Authorizer and Recorder separate)

Cons:

- The City would be effectively paying for two employees at the same time for six months. This
 will have an impact on cash flow and the City's ability to take advantage of other
 opportunities.
- This would be making permanent decision during a time of extreme economic fluctuation.

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Option 2: Cover Down for Six Months

The City could have current staff cover down on the recording functions. This would mean appointing the Accounts Payable Clerk, Athena Cawley to City Recorder, I would take over the major accounting functions, Christian would help with planning and zoning, and the Utility Staff would help with general administration.

Operational Impact: The would be a slight improvement to operations (compared to the last year). Small steady steps would be taken to come into compliance with state law. Likely there would be some findings when the external audit is conducted with our internal control process (not optimal—but also common in other cities).

Legal Impact:

This would be a better than the last year, but less optimal than hiring someone for the position.

Financial Impact: See financial analysis

Pros:

- Reduces Financial Risk:

The huge benefit to this option is that the City is not making a permanent decision of (it is very difficult to fire or lay people off) hiring someone during a very turbulent financial time. It is very hard to predict what Hildale City's financial position is going to be because of the pandemic and census.

- It is more cost effective.

Con:

- It will be less productive than having a dedicated person in the recording position.
- Regulatory compliance and state reporting will happen, over 6 months instead of over 3 months (estimated).
- Segregation of duties is not as good as it could be. While the authorizing (John) function and the recording function (Athena) will mostly be separate there will be some overlap as I have recording knowledge and authorization in the accounting software.

Option 3: Cover Down Indefinitely:

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Same as option 2 but is not time specific. Under this option it would be revaluated when ether the administration is confident in the financial outlook or the City Council decides a change is necessary.

Financial Analysis:

Option 1: Hire Accountant

Total (less Temp.)	\$	6,500.00	\$ 58,500	.00	\$ 65,	000.00
Total	\$	22,000.00	\$ 74,000	.00	\$ 96,	00.00
Accounts Payable	\$	-	\$	-	\$	-
City Attorney	\$	-	\$	-	\$	-
City Manager	\$	-	\$	-	\$	-
Accountant	\$	6,500.00	\$ 58,500	.00	\$ 65,	00.00
Severance Pay (Temp)	\$	15,500.00	\$ 15,500	.00	\$ 31,	00.00
	GF		Utility		Total (01

Option 2 & 3: Cover Down

	GF		Utility	Total O2 & O3
Severance Pay (Temp)	\$	15,500.00	\$ 15,500.00	\$ 31,000.00
Accountant	\$	-	\$ -	\$ -
City Manager	\$	-	\$ 10,000.00	\$ 10,000.00
City Attorney	\$	5,000.00	\$ -	\$ 5,000.00
Accounts Payable	\$	-	\$ 1,000.00	\$ 1,000.00
Total	\$	20,500.00	\$ 26,500.00	\$ 47,000.00
Total (less Temp.)	\$	5,000.00	\$ 11,000.00	\$ 16,000.00

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Comparison:

Option 1: Hire Accountant	Option 2: Cover Down for Six Months	Option 3: Cover Down Indefinitely
Lowest Legal Risk	Lowest Legal Risk	Lowest Legal Risk
Lowest Operational Risk	Lowest Operational Risk	Lowest Operational Risk
Best Financial Option	Best Financial Option	Best Financial Option
Short Term	Short Term	Short Term
Reduces Short Term Financial	Reduces Short Term Financial	Reduces Short Term Financial
Risk	Risk	Risk
Best Financial Option	Best Financial Option	Best Financial Option
Long Term	Long Term	Long Term

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