



DELTA CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, April 19, 2023 at 7:00 PM
Delta City Municipal Complex Council Chambers*

CALL TO ORDER

OPENING REMARKS

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Minutes Approval: RCCM 2023-04-05
2. Accounts Payable, Payroll, and Electronic Disbursements Approval: \$85,400.29

PUBLIC COMMENT PERIOD – Ten (10) Minutes Total Limitation

BUSINESS – Any such business as may come before the Council.

3. Mayor Niles: Resolution 2023-469; Resolution to join petition and rezone Delta City owned property from M-H to R4 Zone
Action: Discussion/Consideration for approval
4. Souvall Investments LLC; Zone Change Request: Michael Zurn and Pat Burns
Action: Discussion/Consideration for approval
5. Marcus Chase and Dallen Richins: Governor's Honor Academy sponsorship
Action: Discussion/Consideration for approval
6. Rod Moore: Days of the Old West PRCA Rodeo
Action: Discussion/Consideration for approval
7. Kevin Morris; Millard County Tourism: Request for "Beer Garden" at the Millard County Fair Grounds
Action: Discussion/Consideration for approval
8. Mayor Niles: Resolution 2023-467; Consolidated Fee Schedule
Action: Discussion/Consideration for approval
9. Mayor Niles: Resolution 2023-468; Consideration for and adoption of Parameters Resolution authorizing the issuance of not to exceed \$5,500,000 in Sewer Revenue Bonds of Delta City and calling of a public hearing to receive input with respect to the issuance of such Bonds and any potential impact to the private sector from the construction of the Project.
Action: Discussion/Consideration for approval
10. Public Works Director, Dent Kirkland; Airport - proposal received
Action: Discussion/Consideration for approval
11. Public Works Director, Dent Kirkland; Approve Gateway Company for Water Tank rehab
Action: Discussion/Consideration for approval
12. Dent R. Kirkland, Public Works Director, Public Works Update
Discussion Only
13. Mayor Niles; Pickleball Court update
Action: Discussion only

ADDITIONAL ITEMS

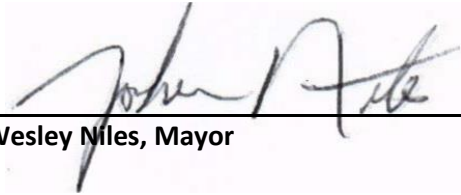
ADJOURNMENT

NOTICE: Be advised the City Council may commence a Closed Meeting, pursuant to Utah Code Annotated (UCA) § 52-4-204 and § 52-4-205, (1953), as amended. Further, be aware the City Council may also conduct an Electronic Meeting so that a member of the Public Body may participate, pursuant to UCA §52-4-207, (1953), as amended. Agenda items are considered flexible and may be conducted sequentially different than illustrated herein to meet the needs of the City Council. Individuals and entities that have business before the City Council should be present at meeting commencement.

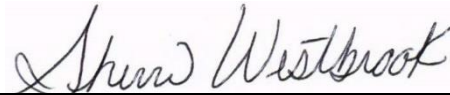
CERTIFICATE OF MAILING & DELIVERY

The below signed, duly-appointed and acting City Recorder for Delta City, Utah, hereby certifies that a copy of the foregoing Notice and Agenda was emailed to the Millard County Chronicle-Progress, LLC, chronpro@millardccp.com, electronically published on the Delta City and Utah Public Notice websites and was personally provided to each member of the City Council, on this date:

Monday, April 17, 2023



John Wesley Miles, Mayor



Sherri Westbrook, Recorder

1



DELTA CITY COUNCIL REGULAR MEETING
Wednesday, April 05, 2023 at 7:00 PM
Delta City Municipal Complex Council Chambers*

MINUTES

2 PRESENT

- 3 Mayor John Niles
- 4 Council Member Brett Bunker
- 5 Council Member Kiley Chase
- 6 Council Member Nick Killpack
- 7 Council Member Robert Banks

8 NOT PRESENT

- 9 Council Member Betty Jo Western

10 ALSO PRESENT

- 11 Todd Anderson
- 12 Michele Steele
- 13 Teresa Thompson
- 14 Liana Manibog
- 15 Mark Anderson
- 16 Carol Pratt
- 17 Sherri Westbrook
- 18 Todd Anderson
- 19 Michelle Lovejoy
- 20 Dent Kirkland
- 21 Jody Anderson

22 **CALL TO ORDER**

23 Mayor Niles called the meeting to order at 7:00 p.m. He stated that notice of the time, place, and agenda of the
24 meeting had been posted at the Delta City Complex, on the Delta City website, on the Utah Public Notice
25 website, had been provided to the Millard County Chronicle-Progress, LLC and each member of the City Council
26 at least 24 hours before the meeting. Mayor Niles conducted a roll call. Council Members Banks, Killpack, Chase,
27 and Bunker were present. Council Member Western was absent.

28 **OPENING REMARKS**

29 Council Member Banks offered the opening remarks.

30 **PLEDGE OF ALLEGIANCE**

31 Mayor Niles led those in attendance in the Pledge of Allegiance.

32 **CONSENT AGENDA**

- 33 1. Minutes Approval: RCCM 2023-03-01

34 The minutes of the Regular City Council Meeting held on 3/1/23 were presented for approval. Council
35 Member Bunker MOVED to approve the minutes of the Regular City Council Meeting held on 3/1/23.
36 The motion was SECONDED by Council Member Killpack. Mayor Niles asked if there were any other
37 questions or comments regarding the motion. There being none, he called for a vote.

38

39 Motion made by Council Member Bunker, Seconded by Council Member Killpack.
 40 Voting Yea: Council Member Bunker, Council Member Chase, Council Member Killpack, Council
 41 Member Banks
 42 Council Member Western was absent
 43

44 2. Accounts Payable, Payroll, and Electronic Disbursements Approval: \$296,729.79

45 The Council reviewed the accounts payable, payroll, and electronic transactions for the period ending
 46 4/5/23 of \$296,729.79. Council Member Killpack MOVED to approve the disbursed payments dated
 47 4/5/23 in the amount of \$296,729.79. The motion was SECONDED by Council Member Bunker. Mayor
 48 Niles asked if there were any questions or comments regarding the motion. There being none, he
 49 called for a vote.

50 Motion made by Council Member Killpack, Seconded by Council Member Bunker.
 51 Voting Yea: Council Member Bunker, Council Member Chase, Council Member Killpack, Council
 52 Member Banks
 53 Council Member Western was absent
 54

55 **PUBLIC COMMENT PERIOD – Ten (10) Minutes Total Limitation**

56 Mark Anderson from Agri-tech Industries introduced himself to the Delta City Council. Anderson has plans to
 57 develop near the golf course on Highway 6 which will require the annexation process.

58 Teresa Thompson thanked the Delta City Council for the possibility of the pickleball courts being built.

59 **BUSINESS – Any such business as may come before the Council.**

60 3. Mayor Niles: Consolidated Fee Schedule; Remove dog boarding fee
 61 Action: Discussion/Consideration for approval

62 Mayor Niles presented a change to the consolidated fee schedule to the City Council. The change
 63 made is the removal of the dog boarding fee. Delta City doesn't board dogs, and fees conflicted with
 64 the fee that Dr. Anderson's office charges. A resolution will need to be made, but the change will be
 65 effected immediately.

66 Mayor Niles would like to see an increase of 4 dollars on sewer and 4 dollars on the water to be able to
 67 pay the loan on CIB grant money. Council Member Banks asked if a public hearing will be necessary for
 68 the change, but Attorney Anderson replied that it is not required.

69 There will be a resolution next meeting.

70 Council Member Chase MOVED to approve removing the dog boarding fee from the consolidated fee
 71 schedule. The motion was SECONDED by Council Member Bunker. Mayor Niles asked if there were any
 72 questions or comments regarding the motion. There being none, he called for a vote.

73 Motion made by Council Member Chase, Seconded by Council Member Bunker.
 74 Voting Yea: Council Member Bunker, Council Member Chase, Council Member Killpack, Council
 75 Member Banks
 76 Council Member Western was absent
 77

78 4. Mayor Niles: Set Budget Meeting
 79 Action: Discussion/Consideration for approval

80

81 Council Member Banks MOVED to set the 2024 Budget Meeting for May 17th at 3:30 p.m. The motion
 82 was SECONDED by Council Member Chase. Mayor Niles asked if there were any questions or
 83 comments regarding the motion. There being none, he called for a vote.

84 Motion made by Council Member Banks, Seconded by Council Member Chase.
 85 Voting Yea: Council Member Bunker, Council Member Chase, Council Member Killpack, Council
 86 Member Banks
 87 Council Member Western was absent
 88

- 89 5. Mayor Niles: 4th of July Grand Marshall
 90 Action: Discussion/Consideration for approval

91 Council Member Killpack MOVED to appoint Jane Beckwith as the 4th of July Grand Marshall. The
 92 motion was SECONDED by Council Member Bunker. Mayor Niles asked if there were any questions or
 93 comments regarding the motion. There being none, he called for a vote.

94 Motion made by Council Member Killpack, Seconded by Council Member Bunker.
 95 Voting Yea: Council Member Bunker, Council Member Chase, Council Member Killpack, Council
 96 Member Banks
 97

- 98 6. Public Works Director, Dent Kirkland; Annexation of 800 East
 99 Action: Discussion Only

100 Public Works Director Kirkland led a discussion about the annexation of 800 East. Kirkland talked to
 101 Millard County about annexing the road into Delta City. Millard County will double-chip the road but
 102 would like to have a commitment of annexation from Delta City. Kirkland asked Attorney Anderson
 103 about concerns about creating an island. Attorney Anderson suggested the possibility of an interlocal
 104 agreement. The Council was in favor of annexing the road.

- 105 7. Public Works Director, Dent Kirkland; Pickleball Court
 106 Action: Discussion Only

107 Public Works Director Kirkland led a discussion about pickleball courts. Sunrise Engineering has been
 108 working on the engineering of the courts. Engineering fees were paid for by donation. There is an
 109 estimation of \$400,000 for three pickleball courts, a parking lot, and fencing. Council Member Banks
 110 suggested the addition of a fourth court for the possibility of tournaments. Kirkland suggested making
 111 the fourth court a separate line item in the budget so that if it is too expensive, then three can still be
 112 built.

- 113 8. Dent R. Kirkland, Public Works Director, Public Works Update
 114 Discussion Only

115 Public Works Director Kirkland provided the Delta City Council with a Public Works update. Kirkland
 116 reported problems with the fill station and debris in the meter and the elevated tank. Structurally the
 117 tank is okay, and if it is not painted with lead paint there is the possibility of sandblasting and epoxying
 118 it to repair it. A new tank might be cheaper than repairing the old one. Kirkland met with Six County
 119 and asked for 1.5 million, and is on the CIB priority list for a new tank.

120 New bowls were installed in the Gardener Well and the old bowls have been rebuilt, making a spare
 121 available.

122 Kirkland reported that at Rural Water Conference, they learned that there is a new lead and copper
 123 rule, and an inventory of every sewer line is necessary. The inventory will need to be completed by
 124 October 2024. Every three years 100 samples will need to be pulled. If lines are galvanized, the owner

- 125 will need to be informed that they will need to fix them. Kirkland suggested asking homeowners if they
 126 know what kind of line they have.
- 127 A new fan was installed in the street sweeper, which was \$6000.
- 128 Crack sealing is slow going because of the weather.
- 129 A new engineering firm will need to be selected for the airport.
- 130 Kirkland suggested purchasing an extended warranty on the loader instead of the buyback program.

131 **ADDITIONAL ITEMS**

132 Recorder Sherri Westbrook distributed flyers for the Six County Regional Growth Summit Meeting and asked the
 133 Council to let her know if they would like to attend.

134 Council Member Chase invited the Council to the Wakasa Memorial on April 22nd

135 **ADJOURNMENT**

136 Council Member Bunker MOVED to adjourn the meeting. The motion was SECONDED by Council Member
 137 Killpack. Mayor Niles asked if there were any questions or comments regarding the motion. There being none,
 138 he called for a vote.

139 Motion made by Council Member Bunker, Seconded by Council Member Killpack.

140 Voting Yea: Council Member Bunker, Council Member Chase, Council Member Killpack, Council Member Banks
 141 Council Member Western was absent

142 The meeting was adjourned at 8:26 p.m.

143
 144

John Wesley Niles, Mayor

Sherri Westbrook, Recorder

145
 146

Delta City, Utah
City Council Review of Accounts Payable

Disbursement Date	Check Range			Amount
Wednesday, April 5, 2023	11452	to	11464	\$ 9,011.12
Wednesday, April 12, 2023	11465	to	11485	\$ 25,457.93
				\$ 50,931.24
City Council Approval Date:	04/19/23		Total	\$ 85,400.29

Delta City, Utah

City Council Review of Electronic & Payroll Disbursements

Disbursement To	Purpose	Amount
City Personnel @ April 5, 2023	End-Month Payroll	30,168.62
Electronic Federal Tax Payment System	End-Month Payroll Tax	9,684.95
SBSU Bank	Bank Fees	55.00
AFLAC Insurance Company	Premiums Paid by Employee Withholding	
American Express	Merchant Fees	31.76
Global Payments, Direct, Inc.	Airport Fuel Sales Merchant Fees	
Heath Equity	Premiums Paid by Employee Withholding	
Liberty National Insurance Company	Premiums Paid by Employee Withholding	
Utah Department of Workforce Services	Unemployment Insurance Premiums	645.39
Utah Retirement Systems	Contributions, 401(k) Deferrals & Loans	
Utah State Tax	State Tax Withholding	9,293.66
Washington National Insurance Company	Premiums Paid by Employee Withholding	
World Fuel Services, Inc./Ascent Aviation	Aviation Fuel Purchase Drafts	
Xpress Bill Pay, LLC	Service Fees	479.69
Zions Bank	Various Banking Fees	
Paymentech	Bank Fees	572.17
		\$ 50,931.24
City Council Approval Date:	4/5/2023	

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/23	04/05/2023	11452	2934	CENGAGE	0221310	41.43
04/23	04/05/2023	11453	346	DELTA GLASS & TIRE, INC.	0221310	1,041.44
04/23	04/05/2023	11454	350	DELTA JUBILEE SUPERCENTER	0221310	556.93
04/23	04/05/2023	11455	880	GRAINGER, INC.	0221310	96.52
04/23	04/05/2023	11456	495	INGRAM LIBRARY SERVICES	0221310	386.66
04/23	04/05/2023	11457	555	LAWRENCE H. HUNT, PC	0221310	5,009.00
04/23	04/05/2023	11458	2887	MILLARD CERT ASSOCIATION	0221310	45.00
04/23	04/05/2023	11459	640	MOUNTAINLAND SUPPLY CO., LLC	0221310	1,084.54
04/23	04/05/2023	11460	2822	ROPER LUMBER CO	0221310	151.85
04/23	04/05/2023	11461	2649	SHERWOOD SHORES PROP OWN ASSC.	0221310	250.00
04/23	04/05/2023	11462	775	STEVE REGAN COMPANY	0221310	133.67
04/23	04/05/2023	11463	1512	UTAH WATER USERS ASSOCIATION	0221310	100.00
04/23	04/05/2023	11464	2986	VAN ORDEN, PRESTON	0221310	114.08
Grand Totals:						9,011.12

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
0221310	.00	9,011.12-	9,011.12-
10-41-501	18.98	.00	18.98
10-42-457	5,009.00	.00	5,009.00
10-46-755	96.52	.00	96.52
10-51-813	45.00	.00	45.00
10-57-390	1,077.31	.00	1,077.31
10-70-390	372.92	.00	372.92
10-70-400	112.88	.00	112.88
10-70-600	169.01	.00	169.01
10-74-660	41.43	.00	41.43
10-74-735	386.66	.00	386.66
10-75-630	9.67	.00	9.67
10-75-636	492.41	.00	492.41
51-26000	114.08	.00	114.08
51-40-390	172.64	.00	172.64
51-40-490	100.00	.00	100.00
51-40-540	250.00	.00	250.00
51-40-600	542.61	.00	542.61
Grand Totals:	9,011.12	9,011.12-	.00

M = Manual Check, V = Void Check

Mayor _____

Administrative Officer/Recorder _____

Dated _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
CENGAGE						
2934	CENGAGE	80928484	BOOKS	03/22/2023	15.94	15.94
2934	CENGAGE	80938575	BOOKS	03/23/2023	25.49	25.49
Total CENGAGE:					41.43	41.43
DELTA GLASS & TIRE, INC.						
346	DELTA GLASS & TIRE, INC.	53455	KERCULES TERRA, STATE RECYCLE FEE	03/22/2023	1,041.44	1,041.44
Total DELTA GLASS & TIRE, INC.:					1,041.44	1,041.44
DELTA JUBILEE SUPERCENTER						
350	DELTA JUBILEE SUPERCENTER	021-1284931	GROCERY EASTER	03/01/2023	444.25	444.25
350	DELTA JUBILEE SUPERCENTER	02-1815845	WATER	03/09/2023	9.67	9.67
350	DELTA JUBILEE SUPERCENTER	02-1819286	EASTER CANDY	03/14/2023	48.16	48.16
350	DELTA JUBILEE SUPERCENTER	02-1829734	SAFETY MEETING DONUTS	03/29/2023	18.98	18.98
350	DELTA JUBILEE SUPERCENTER	04-1105376	LME AWAY, CLRX, 409 DEGREASER	03/31/2023	35.87	35.87
Total DELTA JUBILEE SUPERCENTER:					556.93	556.93
GRAINGER, INC.						
880	GRAINGER, INC.	9648246586	EXAM GLOVES, AIR FRESHENER,	03/21/2023	96.52	96.52
Total GRAINGER, INC.:					96.52	96.52
INGRAM LIBRARY SERVICES						
495	INGRAM LIBRARY SERVICES	75065376	Books	03/17/2023	386.66	386.66
Total INGRAM LIBRARY SERVICES:					386.66	386.66
LAWRENCE H. HUNT, PC						
555	LAWRENCE H. HUNT, PC	03/23	3/23	03/29/2023	321.50	321.50
555	LAWRENCE H. HUNT, PC	03/23	3/23 PREP OF APD,FRD &COS	03/29/2023	687.50	687.50
555	LAWRENCE H. HUNT, PC	03/23	3/28 PREP OF APD,RFD & COS	03/29/2023	343.75	343.75
555	LAWRENCE H. HUNT, PC	03/23	3/29	03/29/2023	687.50	687.50
555	LAWRENCE H. HUNT, PC	03/23	3/15	03/29/2023	937.50	937.50
555	LAWRENCE H. HUNT, PC	03/23	3/16	03/29/2023	1,000.00	1,000.00
555	LAWRENCE H. HUNT, PC	03/23	3/14 PREP OF APD, RFD & COS	03/29/2023	1,031.25	1,031.25
Total LAWRENCE H. HUNT, PC:					5,009.00	5,009.00
MILLARD CERT ASSOCIATION						
2887	MILLARD CERT ASSOCIATION	03252023	CERT CONFERENCE ATTENDEES x 3	03/25/2023	45.00	45.00
Total MILLARD CERT ASSOCIATION:					45.00	45.00
MOUNTAINLAND SUPPLY CO., LLC						
640	MOUNTAINLAND SUPPLY CO., L	S104970051.0	FORD 202 B, BRASS BODY, BRONZE DOUBLE	03/23/2023	542.61	542.61
640	MOUNTAINLAND SUPPLY CO., L	S105261808.0	CONTROLLER STATION OUTFOOR/INDDOR	03/17/2023	169.01	169.01
640	MOUNTAINLAND SUPPLY CO., L	S105272822.0	40 RB 1800 EXT, 3 NDS, 3 NDS, 10 RB NOZZLE, 10 RB 180	03/28/2023	372.92	372.92
Total MOUNTAINLAND SUPPLY CO., LLC:					1,084.54	1,084.54

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ROPER LUMBER CO						
2822	ROPER LUMBER CO	4555914	STAKE FLAGBLUE	03/06/2023	9.99	9.99
2822	ROPER LUMBER CO	4556130	EASYHEAT WATER PIPE, PEPE WRAP FOAM & FOIL	03/08/2023	28.98	28.98
2822	ROPER LUMBER CO	4558048	SPECIAL ORDER	03/30/2023	112.88	112.88
Total ROPER LUMBER CO:					151.85	151.85
SHERWOOD SHORES PROP OWN ASSC.						
2649	SHERWOOD SHORES PROP O	1672	HOA FEE	02/20/2023	250.00	250.00
Total SHERWOOD SHORES PROP OWN ASSC.:					250.00	250.00
STEVE REGAN COMPANY						
775	STEVE REGAN COMPANY	1335481	NOR - CAMLOCK - FEMALE, HYP NYLON BUSING, NOR -	03/08/2023	41.47	41.47
775	STEVE REGAN COMPANY	1340337	APACHE - HOSE SUCTION	03/31/2023	92.20	92.20
Total STEVE REGAN COMPANY:					133.67	133.67
UTAH WATER USERS ASSOCIATION						
1512	UTAH WATER USERS ASSOCIA	2023 DUES	ANNUAL DUES	03/29/2023	100.00	100.00
Total UTAH WATER USERS ASSOCIATION:					100.00	100.00
Vendor Address						
2986	Vendor Address	03032023	METER REFUND	03/03/2023	114.08	114.08
Total Vendor Address:					114.08	114.08
Grand Totals:					9,011.12	9,011.12

Dated: _____

Mayor: _____

Admin. Officer/Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/23	04/12/2023	11465	2475	ANDERSON, JODY TASKER	0221310	74.31
04/23	04/12/2023	11466	1226	ASK CARQUEST OF DELTA	0221310	624.37
04/23	04/12/2023	11467	170	BLUE STAKES OF UTAH 811	0221310	50.13
04/23	04/12/2023	11468	2834	CENTRAL UTAH ANIMAL HOSPITAL LLC	0221310	285.00
04/23	04/12/2023	11469	280	COMMERCIAL BUSINESS RADIO, LC	0221310	240.00
04/23	04/12/2023	11470	1678	COMMUNITY FIRST	0221310	1,000.00
04/23	04/12/2023	11471	414	FREEDOM MAILING SERVICES, INC.	0221310	807.72
04/23	04/12/2023	11472	880	GRAINGER, INC.	0221310	321.30
04/23	04/12/2023	11473	2979	HEALTHIEST YOU	0221310	352.00
04/23	04/12/2023	11474	495	INGRAM LIBRARY SERVICES	0221310	1,035.85
04/23	04/12/2023	11475	540	L.N. CURTIS & SONS	0221310	467.48
04/23	04/12/2023	11476	545	LAKE PHILGAS	0221310	13.79
04/23	04/12/2023	11477	609	MID-UTAH RADIO INCORPORATED	0221310	365.00
04/23	04/12/2023	11478	605	MILLARD COUNTY BUILDING DEPT.	0221310	1,462.74
04/23	04/12/2023	11479	620	MILLARD COUNTY TREASURER	0221310	2,678.64
04/23	04/12/2023	11480	2986	MOSELY, TODD	0221310	139.46
04/23	04/12/2023	11481	860	PEHP LONG-TERM DISABILITY	0221310	306.02
04/23	04/12/2023	11482	740	SEVIER OFFICE SUPPLY	0221310	70.96
04/23	04/12/2023	11483	2180	THOMAS PETROLEUM, LLC	0221310	185.25
04/23	04/12/2023	11484	875	UTAH STATE TREASURER SURCHARGE	0221310	1,743.99
04/23	04/12/2023	11485	2601	WASH TIME	0221310	125.00
04/23	04/12/2023	202304121	675	DOMINION ENERGY	0221310	3,725.11
04/23	04/12/2023	202304122	850	ROCKY MOUNTAIN POWER	0221310	9,383.81
Grand Totals:						25,457.93

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
0221310	.00	25,457.93-	25,457.93-
02-22355	658.02	.00	658.02
10-35-100	1,743.99	.00	1,743.99
10-41-225	1,000.00	.00	1,000.00
10-42-458	2,678.64	.00	2,678.64
10-44-305	365.00	.00	365.00
10-46-360	1,707.59	.00	1,707.59
10-46-361	967.22	.00	967.22
10-46-700	38.95	.00	38.95
10-46-755	87.56	.00	87.56
10-46-770	314.31	.00	314.31
10-52-570	285.00	.00	285.00
10-52-640	88.71	.00	88.71
10-54-540	1,462.74	.00	1,462.74
10-57-360	1,171.91	.00	1,171.91
10-57-390	467.48	.00	467.48
10-61-360	2,888.01	.00	2,888.01
10-61-390	236.69	.00	236.69
10-61-640	96.54	.00	96.54
10-64-360	437.65	.00	437.65
10-70-360	116.68	.00	116.68

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
10-70-390	354.97	.00	354.97
10-74-700	32.01	.00	32.01
10-74-735	1,035.85	.00	1,035.85
51-26000	139.46	.00	139.46
51-40-290	807.72	.00	807.72
51-40-360	4,755.01	.00	4,755.01
51-40-390	185.91	.00	185.91
51-40-601	61.45	.00	61.45
52-40-360	1,003.40	.00	1,003.40
52-40-390	219.33	.00	219.33
52-40-550	50.13	.00	50.13
Grand Totals:	25,457.93	25,457.93-	.00

Mayor _____

Administrative Officer/Recorder _____

Dated _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

M = Manual Check, V = Void Check

DELTA CITY

Payment Approval Report - By payment date.

Page: 1

Report dates: 4/12/2023-4/12/2023

Apr 12, 2023 03:11PM

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ANDERSON, JODY TASKER						
2475	ANDERSON, JODY TASKER	041123	MEETING MEAL	04/11/2023	74.31	74.31
Total ANDERSON, JODY TASKER:					74.31	74.31
ASK CARQUEST OF DELTA						
1226	ASK CARQUEST OF DELTA	6481-196816	PX ULTRA RED 13OZ	03/14/2023	51.78	51.78
1226	ASK CARQUEST OF DELTA	6481-197081	BATTERY-POWERSPORTS - 4 WHEELER	03/23/2023	107.44	107.44
1226	ASK CARQUEST OF DELTA	6481-197335	19 FLEX	03/30/2023	33.42	33.42
1226	ASK CARQUEST OF DELTA	6481-197375	AIR AND OIL FILTERS	03/31/2023	143.91	143.91
1226	ASK CARQUEST OF DELTA	6481-197375	AIR AND OIL FILTERS	03/31/2023	143.91	143.91
1226	ASK CARQUEST OF DELTA	6481-197375	AIR AND OIL FILTERS	03/31/2023	143.91	143.91
Total ASK CARQUEST OF DELTA:					624.37	624.37
BLUE STAKES OF UTAH 811						
170	BLUE STAKES OF UTAH 811	UT202300559	E-MAIL NOTIFICATION	03/31/2023	50.13	50.13
Total BLUE STAKES OF UTAH 811:					50.13	50.13
CENTRAL UTAH ANIMAL HOSPITAL LLC						
2834	CENTRAL UTAH ANIMAL HOSPI	59268	VETERINARY SERVICES CONTRACT	04/05/2023	285.00	285.00
Total CENTRAL UTAH ANIMAL HOSPITAL LLC:					285.00	285.00
COMMERCIAL BUSINESS RADIO, LC						
280	COMMERCIAL BUSINESS RADI	4/23	MILLARD COUNTY ALARM SYSTEM 4/23-4/24 (FIRE ALAR	04/05/2023	240.00	240.00
Total COMMERCIAL BUSINESS RADIO, LC:					240.00	240.00
COMMUNITY FIRST						
1678	COMMUNITY FIRST	4/23	APRIL 2023 SUPPORT SUBSIDY	04/01/2023	1,000.00	1,000.00
Total COMMUNITY FIRST:					1,000.00	1,000.00
DOMINION ENERGY						
675	DOMINION ENERGY	4/23	75 W MAIN	04/03/2023	621.08	621.08
675	DOMINION ENERGY	4/23	2500 N HWY 6 HANGER	04/03/2023	109.15	109.15
675	DOMINION ENERGY	4/23	308 ISLAND PARK DR.	04/03/2023	40.93	40.93
675	DOMINION ENERGY	4/23	41 N 200 W	04/03/2023	114.08	114.08
675	DOMINION ENERGY	4/23	440 S MANZANITA AVE	04/03/2023	48.92	48.92
675	DOMINION ENERGY	4/23	55 S 350 W	04/03/2023	98.17	98.17
675	DOMINION ENERGY	4/23	699 N SHEPARD LN	04/03/2023	86.97	86.97
675	DOMINION ENERGY	4/23	76 N 100 W	04/03/2023	7.02	7.02
675	DOMINION ENERGY	4/23	76 N 200 W	04/03/2023	871.78	871.78
675	DOMINION ENERGY	4/23	96 W MAIN	04/03/2023	857.21	857.21
675	DOMINION ENERGY	4/23	465 N 100 W SHOPS	04/03/2023	869.80	869.80
Total DOMINION ENERGY:					3,725.11	3,725.11
FREEDOM MAILING SERVICES, INC.						
414	FREEDOM MAILING SERVICES,	45017	PREPARE & MAIL UTILITY BILLS	03/31/2023	807.72	807.72

DELTA CITY

Payment Approval Report - By payment date.
Report dates: 4/12/2023-4/12/2023

Apr 12, 2023 03:11PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total FREEDOM MAILING SERVICES, INC.:					807.72	807.72
GRAINGER, INC.						
880	GRAINGER, INC.	9646880212	BATH TISSUE 1-PLY	03/21/2023	61.30	61.30
880	GRAINGER, INC.	9647021287	HAND SOAP, PAPER TOWEL ROLLS	03/21/2023	172.44	172.44
880	GRAINGER, INC.	9654257246	EXAM GLOVES, TOILET BRUSH, TOILET BOWL CLEANER	03/27/2023	87.56	87.56
Total GRAINGER, INC.:					321.30	321.30
HEALTHIEST YOU						
2979	HEALTHIEST YOU	3/23 & 4/23	GROUP CODE HY11387	04/01/2023	352.00	352.00
Total HEALTHIEST YOU:					352.00	352.00
INGRAM LIBRARY SERVICES						
495	INGRAM LIBRARY SERVICES	75134489	Books	03/22/2023	166.18	166.18
495	INGRAM LIBRARY SERVICES	75215087	Books	03/27/2023	837.67	837.67
495	INGRAM LIBRARY SERVICES	75255813	Books	03/29/2023	32.00	32.00
Total INGRAM LIBRARY SERVICES:					1,035.85	1,035.85
L.N. CURTIS & SONS						
540	L.N. CURTIS & SONS	INV684943	XLONG COBRA ELITE 2-PLY HOOD PARA-TEK FR TRI-BLE	03/13/2023	467.48	467.48
Total L.N. CURTIS & SONS:					467.48	467.48
LAKE PHILGAS						
545	LAKE PHILGAS	18322	SHIPPING - RETURN TO GRAINGER	04/01/2023	13.79	13.79
Total LAKE PHILGAS:					13.79	13.79
MID-UTAH RADIO INCORPORATED						
609	MID-UTAH RADIO INCORPORAT	26697-8	HIGH SCHOOL BRONZE SPORTS PACKAGE	03/31/2023	165.00	165.00
609	MID-UTAH RADIO INCORPORAT	28160-5	:30 SPOT	03/31/2023	200.00	200.00
Total MID-UTAH RADIO INCORPORATED:					365.00	365.00
MILLARD COUNTY BUILDING DEPT.						
605	MILLARD COUNTY BUILDING D	914	BLDG INSPECTIONS	04/05/2023	1,462.74	1,462.74
Total MILLARD COUNTY BUILDING DEPT.:					1,462.74	1,462.74
MILLARD COUNTY TREASURER						
620	MILLARD COUNTY TREASURER	4/23	COURT CONTRACT	04/04/2023	2,678.64	2,678.64
Total MILLARD COUNTY TREASURER:					2,678.64	2,678.64
MOSELY, TODD						
2986	WATER METER REFUNDS 2023	7025005	7025005/MOSELY, TODD	04/11/2023	139.46	139.46
Total MOSELY, TODD:					139.46	139.46
PEHP LONG-TERM DISABILITY						
860	PEHP LONG-TERM DISABILITY	3/23	PEHP LTD 03/23	04/04/2023	306.02	306.02
Total PEHP LONG-TERM DISABILITY:					306.02	306.02

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ROCKY MOUNTAIN POWER						
850	ROCKY MOUNTAIN POWER	3/23	UTILITIES - CITY HALL	03/20/2023	714.71	714.71
850	ROCKY MOUNTAIN POWER	3/23	UTILITIES - CIVIC CENTER	03/20/2023	346.14	346.14
850	ROCKY MOUNTAIN POWER	3/23	UTILITIES - FIRE PROTECTION	03/20/2023	314.70	314.70
850	ROCKY MOUNTAIN POWER	3/23	UTILITIES - STREETS	03/20/2023	2,888.01	2,888.01
850	ROCKY MOUNTAIN POWER	3/23	UTILITIES - AIRPORT	03/20/2023	328.50	328.50
850	ROCKY MOUNTAIN POWER	3/23	UTILITIES - PARKS	03/20/2023	116.68	116.68
850	ROCKY MOUNTAIN POWER	3/23	UTILITIES - WATER	03/20/2023	3,738.12	3,738.12
850	ROCKY MOUNTAIN POWER	3/23	UTILITIES - SEWER	03/20/2023	916.43	916.43
850	ROCKY MOUNTAIN POWER	3/23	UTILITIES - SHERWOOD	03/20/2023	20.52	20.52
Total ROCKY MOUNTAIN POWER:					9,383.81	9,383.81
SEVIER OFFICE SUPPLY						
740	SEVIER OFFICE SUPPLY	1018095-0	RUBBER STAMP MADE TO ORDER	03/01/2023	38.95	38.95
740	SEVIER OFFICE SUPPLY	1019181-0	LIBRARY SUPPLIES	03/22/2023	32.01	32.01
Total SEVIER OFFICE SUPPLY:					70.96	70.96
THOMAS PETROLEUM, LLC						
2180	THOMAS PETROLEUM, LLC	254217	Animal Control Fuel	03/31/2023	88.71	88.71
2180	THOMAS PETROLEUM, LLC	254217	Streets fuel	03/31/2023	96.54	96.54
Total THOMAS PETROLEUM, LLC:					185.25	185.25
UTAH STATE TREASURER SURCHARGE						
875	UTAH STATE TREASURER SUR	3/23	SURCHARGE REMITTANCE	04/04/2023	1,743.99	1,743.99
Total UTAH STATE TREASURER SURCHARGE:					1,743.99	1,743.99
WASH TIME						
2601	WASH TIME	2838	CAR WASH TOKENS	04/05/2023	41.00	41.00
2601	WASH TIME	2838	CAR WASH TOKENS	04/05/2023	42.00	42.00
2601	WASH TIME	2838	CAR WASH TOKENS	04/05/2023	42.00	42.00
Total WASH TIME:					125.00	125.00
Grand Totals:					25,457.93	25,457.93

Dated: _____

Mayor: _____

Admin. Officer/Recorder: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.



Delta City
76 N 200 W
Delta, UT 84624
435-864-2759, social@delta.utah.gov

Copy

Application to Appear

Item 4.

Application # A23-413-34
(to be assigned by Delta City)

APPLICANT INFORMATION

Applicant Name LYNCC SOUVALL INVESTMENTS LLC
 Contact Name MICHAEL ZURN / PAT BURNS
 Contact Number 385-205-1318 801-686-0108
 Contact Email PAT@LYNCCONSTRUCTION.COM
 Mailing Address 1407 N MOUNTAIN RD
 City, State, Zip OGDEN, UT 84404

APPEARANCE INFORMATION

Request to appear before:
 City Council Planning & Zoning Other: _____

Date you wish to appear: Next available or: April 19th 2023

Subject Summary: ZONE CHANGE FROM MOBILE HOME ZONING TO R4 ZONING

Subject Detail:
 Be as specific as possible, with as much detail as possible. Include any documents, maps, etc.

our desire is to get a zone change from mobile home zoning to R4 zoning on the 40 acre parcel and the 12 acre parcel that is currently owned by Sovall Investments LLC located approximately 450 N Highway 6. The purpose of the development is to provide quality/affordable product that accommodates home ownership for the residence of Delta. with this land being some of the first being owned in delta we want to provide a great first impression

Action Requested: R4 REZONE - 450 N HIGHWAY 6 DELTA, UT

Applicant Signature [Signature] Date Apr 4/13/23

This application, applicable fees and ALL necessary documents must be received at least (8) eight days prior to the scheduled meeting that you wish to attend.

Received by: BK via email For City Use
 Initial Transaction Log #: 2576 Date: _____
 Notes: _____ Fees: 0
 Paid Stamp: _____



Delta Crossings

Delta, Millard County, Utah

NOTICE: THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 1175 FLEMING BLVD., SUITE 100, DELTA, UTAH 84301. ANY REPRODUCTION, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. IS STRICTLY PROHIBITED. THE OWNER AND ENGINEER OF THESE PLANS ARE HEREBY ADVISED THAT ANY CHANGES OR ADDITIONS MADE TO THESE PLANS OR THE DESIGN SYSTEMS WITHOUT THEIR CONSENT WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO REEVE & ASSOCIATES, INC.

Notice: THESE CREATED UTILITIES LOCATIONS FOR UTILITIES & OTHER ARE COVERED TO MATCH & VERIFY. SOME LINES MAY NOT SHOW UP PROPERLY.

Project Contact:
 Reeve & Associates, Inc.
 1175 Fleming Blvd., Suite 100
 Delta, Utah 84301
 (435) 921-3100

1

Delta Crossings
 PART OF THE SE 1/4 OF SECTION 8 & THE NW OF SECTION 7
 T.17S, R.18W, S.18 & M. U.S. SURVEY
 DELTA, MILLARD COUNTY, UTAH

Rezone Exhibit

REVISIONS	
DATE	DESCRIPTION

Reeve & Associates, Inc.
 1175 FLEMING BLVD., SUITE 100, DELTA, UTAH 84301
 TEL: (435) 921-3100
 100 PARKWAY 1, 2ND FLOOR, DELTA, UTAH 84301
 CIVIL ENGINEERING • SURVEYING • LAND SURVEYING • ENVIRONMENTAL ENGINEERING • UTILITY ENGINEERING



ORDINANCE

NUMBER 23-300

AN ORDINANCE OF THE COUNCIL OF THE CITY OF DELTA, STATE OF UTAH, AMENDING THE OFFICIAL ZONING MAP OF DELTA CITY.

The City Council of the City of Delta, Utah, referred to herein as the "City Council," recites the following as the basis for enacting this Ordinance.

RECITALS

A. The "Municipal Land Use, Development, and Management Act," as set out in Utah Code Ann. §§ 10-9a-101 et seq., as amended (the "Act"), provides that each municipality of the State of Utah may enact land use ordinances and a zoning map establishing regulations for land use and development within the municipality;

B. Pursuant to the Act, Delta City has enacted land use ordinances set out primarily, but not limited to, Title 18 of Delta City Code, *as amended* (the "Ordinances"), and pursuant to the Ordinances, an Official Zoning Map to guide the orderly development and use of property within the City;

C. From time to time, it is necessary to review and amend the Official Zoning Map to keep pace with development within the City;

D. The proposed amendment to the Zoning Map contemplated by this Ordinance has been reviewed by the Delta City Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah State law and the Ordinances to obtain public input regarding the proposed amendment to the Zoning Map;

E. The Delta City Planning Commission has reviewed and made a positive recommendation to the City Council concerning the proposed amendment to the Official Zoning Map of Delta City. The City Council has found the proposed amendment to be consistent with the City's General Plan and the criteria/required findings of Section 18.08.010(E) of the Ordinances are satisfied; and

F. The City Council finds that a public hearing before the City Council as allowed by Section 18.08.010(D) is not necessary;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Delta, Utah:

Section 1. Zoning Map Amendment. The following described real properties within Delta City, Millard County, State of Utah, previously zoned M-H and shown on the Delta City Zoning Map are hereby changed to R-4:

Legal Description:

PART OF THE NORTHEAST QUARTER OF SECTION 7, THE SOUTHEAST QUARTER OF SECTION 6, AND THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF DELTA ESTATES, SAID POINT BEING SOUTH 262.05 FEET AND WEST 463.82 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 89°15'00" WEST 857.50 FEET ALONG THE NORTH LINE OF DELTA ESTATES; THENCE NORTH 00°19'54" EAST 1603.93 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 750 NORTH STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 5384.74 FEET, AN ARC LENGTH OF 369.47 FEET, A DELTA ANGLE OF 03°55'53", A CHORD BEARING OF SOUTH 86°39'19" EAST, AND A CHORD LENGTH OF 369.39 FEET; THENCE SOUTH 00°45'00" WEST 48.01 FEET; THENCE SOUTH 84°45'16" EAST 28.57 FEET; THENCE SOUTH 71°56'43" EAST 787.07 FEET; THENCE SOUTH 78°32'20" EAST 945.40 FEET; THENCE SOUTH 47°45'00" WEST 1652.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.055 ACRES.

Section 2. Severability. To the extent that any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of the Ordinance shall be severable.

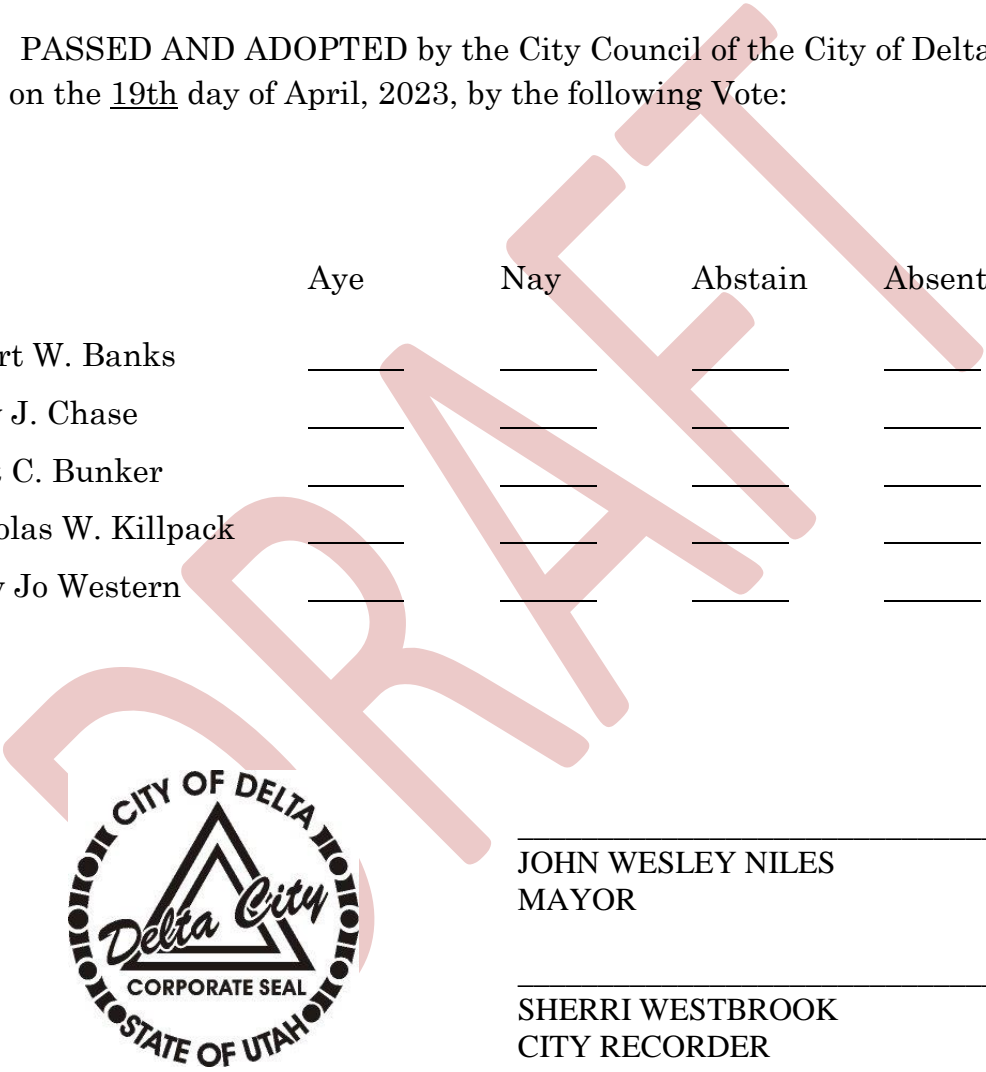
Section 3. Repeal of Conflicting Resolutions. To the extent that any ordinances, resolutions or policies of the City of Delta conflict with the provisions of this Ordinance, such ordinances, resolutions or policies are hereby amended to be in accordance with the provisions hereof.

Section 4. Effective Date. This Ordinance shall become effective upon publication.

Section 5. Publication. This Ordinance or a summary thereof is ordered published in the Millard County Chronicle-Progress, a newspaper having general circulation within the City of Delta, Utah.

PASSED AND ADOPTED by the City Council of the City of Delta, State of Utah on the 19th day of April, 2023, by the following Vote:

	Aye	Nay	Abstain	Absent
Robert W. Banks	_____	_____	_____	_____
Kiley J. Chase	_____	_____	_____	_____
Brett C. Bunker	_____	_____	_____	_____
Nicholas W. Killpack	_____	_____	_____	_____
Betty Jo Western	_____	_____	_____	_____



 JOHN WESLEY NILES
 MAYOR

 SHERRI WESTBROOK
 CITY RECORDER

Original

Item 6.



Delta City
 76 N 200 W
 Delta, UT 84624
 435-864-2759, social@delta.utah.gov

Application to Appear

Application # A23-413-35
 (to be assigned by Delta City)

APPLICANT INFORMATION

Applicant Name Days of the Old West PRCA Rodeo

Contact Name Rod Moore

Contact Number 435-406-9758

Contact Email rcmoore78@gmail.com

Mailing Address 597 N Hwy 6

City, State, Zip Delta, UT 84624

APPEARANCE INFORMATION

Request to appear before:

City Council Planning & Zoning Other: _____

Date you wish to appear: Next available or: _____

Subject Summary: Request for financial assistance/ sponsorship/ partnership opportunity

Subject Detail:
 Be as specific as possible, with as much detail as possible. Include any documents, maps, etc.

The DOTOW Rodeo Committee would like to ask for support from Delta City for the PRCA rodeo and associated events scheduled for June 15-17, 2023. These events bring a great number of contestants and fans to the community who contribute to the local economy while here. Each year the cost of the contracts required to put on a crowd pleasing show continues to increase. We have received and continue to receive great financial support from Millard County, Millard County Tourism Board, and the local businesses but have never asked for any support from Delta City. We have several Partner/Sponsor packages available, but any financial support above and beyond these would be greatly appreciated.

Action Requested: Financial support

Applicant Signature *Rod Moore* Date 04/13/2023

This application, applicable fees and ALL necessary documents must be received at least (8) eight days prior to the scheduled meeting that you wish to attend.

Received by: BK via email For City Use Date: _____
 Initial Transaction Log #: 7529 Fees: _____
 Notes: _____ Paid Stamp: _____

2023 APR 13 14:42



Delta City
76 N 200 W
Delta, UT 84624
435-864-2759, 435-864-4313fax

Application to Appear

APPLICANT INFORMATION

Applicant Name Millard County

Contact Name Kevin Morris

Contact Number 435-979-0950

Contact Email kmorris@co.millard.ut.us

Mailing Address Box 854

City, State, Zip Delta, Ut. 84624

APPEARANCE INFORMATION

Request to appear before:
 City Council Planning & Zoning Other: _____

Date you wish to appear: April 19, 2023

Subject Summary: Beer Garden and Fair Ground Events

Subject Detail:

Be as specific as possible, with as much detail as possible. Include any documents, maps, etc.

Requesting council permission for Millard County to host a "Beer Garden" (area designated to purchase and consume alcohol) at the Millard County Fair Grounds.

Action Requested: Discussion and decision

Applicant Signature Kevin Morris Date 4-13-23

This application and all applicable documents must be received (8) eight days prior to the scheduled meeting that you wish to attend.

Received by: VA to BK A-23-413-30 For City Use Date: 2023 APR 13 7:40

**DELTA CITY
RESOLUTION 2023-467**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DELTA, STATE OF UTAH,
ESTABLISHING CERTAIN FEES IN A DELTA CITY CONSOLIDATED FEE
SCHEDULE AS SET OUT IN THE DELTA CITY CONSOLIDATED FEE
SCHEDULE DATED: 04/19/2023.**

WHEREAS, the City of Delta (hereinafter the "City") maintains and operates a variety of programs and services to the public;

WHEREAS, Utah Code Ann. section 10-3-717, as amended, and certain Delta City Ordinances authorize the City Council to establish, impose, and collect fees to defray the costs of providing certain programs and services;

WHEREAS, the City Council has directed the City staff to prepare the attached "Delta City Consolidated Fee Schedule Dated: 04/19/2023" to establish and set forth the rates and fees to be charged by the City henceforth to defray the costs of providing programs and services listed.

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

SECTION 1: **AMENDMENT** "ANIMAL CONTROL" of the Delta Policies & Procedures is hereby *amended* as follows:

BEFORE AMENDMENT

ANIMAL CONTROL

Animal Control	
Dog License – Altered (Spayed Female or Neutered Male)	\$10.00
Dog License – Unaltered (Not Spayed or Neutered)	\$15.00
<i>The fee due and payable shall be due July 1 and shall be delinquent after August 1 of each year. A penalty of 25 percent shall be added to delinquent payments.</i>	
Dog License Tag Replacement	\$1.00
Kennel License Fee (Three or More Dogs)	\$50.00
Impound (1st Occurrence)	\$25.00
Impound (2nd Occurrence)	\$75.00
Impound (3rd Occurrence & Thereafter)	\$150.00
Boarding at Veterinarian Facility	\$12.00 per Day
Non-Conforming Use Permit for Poultry	\$10.00
Non-Conforming Use Permit for Poultry Violation	\$90.00
License and Registration Requirement Violation	\$90.00
Running at Large Prohibition Violation	\$90.00
Dogs Which Disturb Neighborhood Violation	\$90.00
Vicious Animals Violations	\$90.00 & Mandatory Court Appearance

AFTER AMENDMENT

ANIMAL CONTROL

Animal Control	
Dog License – Altered (Spayed Female or Neutered Male)	\$10.00
Dog License – Unaltered (Not Spayed or Neutered)	\$15.00
The fee due and payable shall be due July 1 and shall be delinquent after August 1 of each year. A penalty of 25 percent shall be added to delinquent payments.	
Dog License Tag Replacement	\$1.00
Kennel License Fee (Three or More Dogs)	\$50.00
Impound (1st Occurrence)	\$25.00
Impound (2nd Occurrence)	\$75.00
Impound (3rd Occurrence & Thereafter)	\$150.00
Boarding at Veterinarian Facility	\$12.00 per Day
Non-Conforming Use Permit for Poultry	\$10.00
Non-Conforming Use Permit for Poultry Violation	<u>(Recommended amount, but subject to Court discretion per classification of offense)</u> \$90.00
License and Registration Requirement Violation	<u>(Recommended amount, but subject to Court discretion per classification of offense)</u> \$90.00
Running at Large Prohibition Violation	<u>(Recommended amount, but subject to Court discretion per classification of offense)</u> \$90.00
Dogs Which Disturb Neighborhood Violation	<u>(Recommended amount, but subject to Court discretion per classification of offense)</u> \$90.00
Vicious Animals Violations	<u>(Recommended amount, but subject to Court discretion per classification of offense)</u> \$90.00 & Mandatory Court Appearance <u>May be subject to a restitution order by the Court.</u>

SECTION 2:**AMENDMENT** “SEWER ENTERPRISE USER FEES” of the Delta Policies & Procedures is hereby *amended* as follows:

BEFORE AMENDMENT

SEWER ENTERPRISE USER FEES

Sewer Enterprise User Fees:
Residential, per unit, per month \$28.00
Commercial Base, including up to 6k winter average, per unit, per month \$28.00
6001+ winter average \$2.33 per 1,000 Gallons
Winter average is based on October-March water usage.
New commercial customers will be billed the like business average until their average can be established.
RV Parks will be charged an additional base rate for monthly for each rentable 42" fixed building" rentable unit. your own RV spaces will be included in usage charges.
The property owner of multiple-unit structures shall be responsible for payment of the utility services when a single meter services multiple-family-unit.

AFTER AMENDMENT

SEWER ENTERPRISE USER FEES

Sewer Enterprise User Fees:
Residential, per unit, per month \$ 28.00 <u>32.00</u>
Commercial Base, including up to 6k winter average, per unit, per month \$ 28.00 <u>32.00</u>
6001+ winter average \$2.33 per 1,000 Gallons
Winter average is based on October-March water usage.
New commercial customers will be billed the like business average until their average can be established.
RV Parks will be charged an additional base rate for monthly for each rentable 42 "fixed building" <u>or "park unit"</u> rentable unit. your own <u>All</u> RV spaces will be included in usage charges.
The property owner of multiple-unit structures shall be responsible for payment of the utility services when a single meter services multiple-family-unit.

SECTION 3: AMENDMENT "WATER ENTERPRISE USER FEES" of the Delta Policies & Procedures is hereby *amended* as follows:

BEFORE AMENDMENT

WATER ENTERPRISE USER FEES

Water Enterprise User Fees:	
Non-Property Owner Security Deposit for Water Service Account	\$150.00
<i>Security Deposit or balance of security deposit after satisfaction of final billing will be returned.</i>	
The rate for multi-units will be \$150 for the first unit and \$75 for each additional unit.	
Property Owner Security Deposit for Water Service Account	\$150.00
<i>Security Deposit will be returned after twelve (12) consecutive months of timely remittance, upon request. Res. 09-329.</i>	
Water User Consumption Report	\$2.50
The rate for multi-units will be \$150 for the first unit and \$75 for each additional unit.	
Property owners that have not established or fail to maintain a positive payment history with Delta City for a period of at least twelve (12) consecutive months prior to making application for water service shall be required to pay a \$150.00 security deposit to be paid with cash or certified funds, including debit cards and credit cards.	
Security Deposit for Existing or Former Customers with Delinquent Payment Histories, §18-1-4	\$150.00
Priority Mail Shut-off Notice (for Accounts that Reach 15 Days in Arrears)	\$10.00
Reconnection Fee for Account Shut-off by City Personnel for Non-Payment	\$40.00
<i>A deposit will be required for any account that has been discontinued for non-payment, if not already established.</i>	
<u>Users Inside City Boundaries, per month</u>	
Single /1st Unit Unit for the First 4,000 Gallons	\$26.00
4,001 to 15,000 Gallons Thereafter	\$.60 per 1,000 Gallons per Month
15,001 to 70,000 Gallons Thereafter	\$.70 per 1,000 Gallons per Month
70,001 Gallons or Beyond Thereafter	\$.80 per 1,000 Gallons per Month

<i>Additional Unit Fees, per month, per unit</i>	
Motels, hotels, recreational vehicle and travel trailer parks	1.00
Multiple family residential dwellings, mobile home parks, and commercial establishments 1 .	12.50
<p>The rate for commercial establishments, multiple family dwellings and mobile home parks located outside the corporate limits of Delta City shall be an amount equal to twice the rate such user would pay if the place of use were located within the Delta City boundaries. The higher rates established for water delivered outside the municipal boundaries are based on the following factors: i) the increased cost associated with providing water to non-residents where the delivery system must be maintained by Delta City; ii) nonresidents are not subject to any liability attributed to making capital improvements, paying for municipal bonds or maintaining the water delivery system; and iii) nonresidents do not share in the costs associated with making improvements to the water system.</p>	
<p>The property owner of multiple-family-unit structures shall be responsible for payment of the utility services when a single meter services multiple-family-units.</p>	

AFTER AMENDMENT

WATER ENTERPRISE USER FEES

Water Enterprise User Fees:	
Non-Property Owner Security Deposit for Water Service Account	\$150.00
<i>Security Deposit or balance of security deposit after satisfaction of final billing will be returned.</i>	
The rate for multi-units will be \$150 for the first unit and \$75 for each additional unit.	
Property Owner Security Deposit for Water Service Account	\$150.00
<i>Security Deposit will be returned after twelve (12) consecutive months of timely remittance, upon request. Res. 09-329.</i>	
Water User Consumption Report	\$2.50
The rate for multi-units will be \$150 for the first unit and \$75 for each additional unit.	
Property owners that have not established or fail to maintain a positive payment history with Delta City for a period of at least twelve (12) consecutive months prior to making application	

for water service shall be required to pay a \$150.00 security deposit to be paid with cash or certified funds, including debit cards and credit cards.

Security Deposit for Existing or Former Customers with Delinquent Payment Histories, §18-1-4	\$150.00
Priority Mail Shut-off Notice (for Accounts that Reach 15 Days in Arrears)	\$10.00
Reconnection Fee for Account Shut-off by City Personnel for Non-Payment	\$40.00

A deposit will be required for any account that has been discontinued for non-payment, if not already established.

Users Inside City Boundaries, per month

Single /1st Unit Unit for the First 4,000 Gallons	\$ 26.00 30.00
4,001 to 15,000 Gallons Thereafter	\$.60 per 1,000 Gallons per Month
15,001 to 70,000 Gallons Thereafter	\$.70 per 1,000 Gallons per Month
70,001 Gallons or Beyond Thereafter	\$.80 per 1,000 Gallons per Month

Additional Unit Fees, per month, per unit

Motels, hotels, recreational vehicle and travel trailer parks	1.00
Multiple family residential dwellings, mobile home parks, and commercial establishments 1 .	12.50

The rate for commercial establishments, multiple family dwellings and mobile home parks located outside the corporate limits of Delta City shall be an amount equal to twice the rate such user would pay if the place of use were located within the Delta City boundaries. The higher rates established for water delivered outside the municipal boundaries are based on the following factors: i) the increased cost associated with providing water to non-residents where the delivery system must be maintained by Delta City; ii) nonresidents are not

subject to any liability attributed to making capital improvements, paying for municipal bonds or maintaining the water delivery system; and iii) nonresidents do not share in the costs associated with making improvements to the water system.

The property owner of multiple-family-unit structures shall be responsible for payment of the utility services when a single meter services multiple-family-units.

SECTION 4: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 5: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 6: EFFECTIVE DATE This Ordinance shall be in full force and effect from April 19, 2023.

PASSED AND ADOPTED BY THE DELTA CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Robert W. Banks	_____	_____	_____	_____
Brett C. Bunker	_____	_____	_____	_____
Kiley J. Chase	_____	_____	_____	_____
Nicholas W. Killpack	_____	_____	_____	_____
Betty Jo Western	_____	_____	_____	_____

Presiding Officer

Attest

John W. Niles, Mayor, Delta City

Sherri Westbrook, City Recorder,
Delta City

Delta, Utah

April 19, 2023

The Mayor and City Council of Delta City, Millard County, Utah met in regular session at its regular meeting place in said Municipality at 7:00 p.m. on the 19th day of April, 2023, with the following members of the Governing Body present:

John W. Niles	Mayor
Robert W. Banks	Councilmember
Brett C. Bunker	Councilmember
Kiley J. Chase	Councilmember
Nicholas W. Killpack	Councilmember
Betty Jo Western	Councilmember

Also present:

Sherri L. Westbrook	City Recorder
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Absent:

_____	_____
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The City Recorder presented to the Council an affidavit evidencing the giving of not less than twenty-four (24) hours public notice of the agenda, date, time and place of the April 19, 2023 meeting of the Council in compliance with the requirements of Section 52-4-202(1), Utah Code Annotated 1953, as amended, by (1) posting written notice of the meeting at the principal office of the City Council, (2) providing notice to at least one newspaper of general circulation within the geographic jurisdiction of Delta City, Millard County, Utah (the “City”) or to a local media correspondent, and (3) posting notice on the Utah Public Notice Website (<http://pmn.utah.gov>). The affidavit was ordered recorded in the minutes of the meeting and is as follows:

STATE OF UTAH)
 : SS.
COUNTY OF MILLARD)

I, SHERRI L. WESTBROOK, the undersigned City Recorder of Delta City, Millard County, Utah (the "City") do hereby certify according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the April 19, 2023, public meeting held by the City as follows:

(a) By causing a Notice, in the form attached hereto as Schedule "A", to be posted at the City’s principal offices on April 18, 2023, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such notice, in the form attached hereto as Schedule "A", to be delivered to the Millard County Chronicle Progress, at least twenty four (24) hours prior to the convening of the meeting; and

(c) causing a copy of such Notice to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 19th day of April, 2023.

City Recorder

(SEAL)

NOTICE OF AGENDA OF REGULAR MEETING

* * * * *

PLEASE TAKE NOTICE that the Mayor and members of the City Council of Delta City, Millard County, State of Utah, will hold a Regular Meeting on Wednesday, the 19th day of April, 2023, at its regular meeting place, the Delta City Offices, 76 North 200 West, Delta City, Utah, at the hour of 7:00 o'clock P.M.

The Agenda for the meeting consists, in part, of the following:

- (1) Consideration for and adoption of Parameters Resolution authorizing the issuance of not to exceed \$5,500,000 in Sewer Revenue Bonds of Delta City and calling of a public hearing to receive input with respect to the issuance of such Bonds and any potential impact to the private sector from the construction of the Project; and
- (2) Any other business that may come before said meeting.

DATED this 18th day of April, 2023.

City Recorder

Thereupon, after the conduct of other business not pertinent to the following, the following resolution was introduced in written form by the Mayor and, pursuant to motion duly made by _____ and seconded by _____, was adopted and approved by the following vote:

Yea: Robert W. Banks
Brett C. Bunker
Kiley J. Chase
Nicholas W. Killpack
Betty Jo Western

Nay: None

The Resolution was thereupon signed by the Mayor, was attested and countersigned by the City Recorder and was ordered recorded in the official records of the Issuer.

The Resolution is as follows:

DELTA CITY, MILLARD COUNTY, UTAH
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF SEWER REVENUE BONDS (THE "BONDS") OF DELTA CITY, MILLARD COUNTY, UTAH (THE "ISSUER"), CALLING A PUBLIC HEARING AND ESTABLISHING A TIME, PLACE AND LOCATION FOR SAID PUBLIC HEARING TO RECEIVE INPUT FROM THE PUBLIC WITH RESPECT TO THE ISSUANCE OF BONDS AND ANY POTENTIAL ECONOMIC IMPACT TO THE PRIVATE SECTOR FROM THE CONSTRUCTION OF THE PROJECT TO BE FUNDED BY THE BONDS; PROVIDING FOR A PLEDGE OF SEWER REVENUES FOR THE PAYMENT OF THE BONDS; FIXING THE MAXIMUM PRINCIPAL AMOUNT OF THE BONDS; THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE; THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

WHEREAS subject to the limitations set forth herein, Delta City, Millard County, State of Utah, desires to issue its Sewer Revenue Bonds (the "Bonds") for the construction of sewer system improvements, including upgrading the lift station by replacing the primary wet well and installation of a back-up wet well, a primary and back-up pump, new back-up generator, new force mains and pipes and fittings, together with related improvements (the "Project"), and pay costs of issuance of the Bonds, pursuant to this Resolution and a Master Resolution (the "Master

Resolution”), in substantially the form presented at the meeting at which this Resolution was adopted and which is attached hereto as Exhibit “A”; and

WHEREAS in order to allow for flexibility in setting the financial terms of the Bonds once costs of the Project are finally determined and to optimize debt service costs to the Issuer, the Governing Body of the Issuer desires to grant to the Mayor, in accordance with state law, the authority to approve the interest rates, principal amounts, terms, maturities, redemption features and purchase price at which the Bonds shall be sold and any changes with respect thereto from those terms which were before the Governing Body at the time of adoption of this Resolution, provided that such terms do not exceed the parameters set forth for such terms in Section 1 of this Resolution (the “Parameters”); and

WHEREAS the Issuer, Delta City, considers it desirable and necessary and for the benefit of the Issuer to acquire the Project to be owned and operated by the Issuer, but does not have on hand money sufficient to pay for the Project; and

WHEREAS the revenues to be derived by the Issuer from the operation of the sewer system have not been pledged or hypothecated in any manner or for any purpose and the Issuer desires to issue its Bonds (as hereinafter defined), payable from such revenues in the manner for which provision is hereinafter made in order to pay all or part of the cost of the Project; and

WHEREAS the Utah Local Government Bonding Act, Sections 11-14-1 et seq., Utah Code Annotated, 1953, as amended, provides that, prior to issuing bonds an issuing entity must (i) give notice of its intent to issue such bonds and (ii) hold a public hearing to receive input from the public with respect to the issuance of such bonds and any potential economic impact to the private sector from the construction of the Project to be funded by the Bonds; and

WHEREAS the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing, including a notice of bonds to be issued, in compliance with the Act with respect to the Bonds; and

WHEREAS the Utah Permanent Community Impact Fund Board has offered to purchase the Sewer Revenue Bonds and on the general terms and conditions as set forth herein;

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Mayor and City Council of Delta City, Millard County, Utah, as follows:

Section 1. The Mayor and City Council (the "Governing Body") of Delta City, Millard County, Utah (the "Issuer"), hereby finds and determines that it is in the best interests of the residents within the City for the Issuer to issue its Sewer Revenue Bonds in the aggregate principal amounts of not to exceed \$5,500,000 at interest rates not to exceed 2.0% per annum, to mature in not more than thirty-five (35) years from its date or dates, and to be sold at a price not less than 100% of the total principal amount thereof, plus accrued interest to the date of delivery,

pursuant to a resolution to be adopted by the Governing Body authorizing and confirming the issuance and sale of the Bonds. Therefore, the Issuer hereby declares its intention to issue the Bonds according to the provisions of this Section. The Bonds are to be issued for the purpose of paying all or part of the cost of construction of sewer system improvements, including replacement of a backup generator, upgrading construction of sewer system improvements, including upgrading the lift station by replacing the primary wet well and installation of a back-up wet well, a primary and back-up pump, new back-up generator, new force mains and pipes and fittings, together with related improvements (the "Project") of the Issuer.

The Issuer hereby declares its intention to issue the Bonds according to the provisions of this section; provided, however, that the Bonds shall only be issued by the Issuer after adoption of a Master Resolution by the Governing Body of the Issuer (the "Master Resolution") setting forth the specific terms of the Bonds within the maximum terms herein provided.

The form of Master Resolution attached hereto as Exhibit "A" is in all respects hereby authorized and approved, and the Mayor and City Recorder of the Issuer are hereby authorized and directed to execute and deliver the same on behalf of the Issuer.

The Mayor, within the parameters set forth herein, is hereby authorized to approve the interest rates, principal amounts, terms, maturities, redemption features and purchase price at which the Bonds shall be sold.

Section 2. The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Master Resolution. The Mayor and City Recorder of the Issuer are hereby authorized and directed to execute and seal the Bonds.

Section 3. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Master Resolution and the Bonds or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Governing Body or the provisions of the laws of the State of Utah or the United States.

Section 4. The Issuer shall hold a public hearing on May 17, 2023, to receive input from the public with respect to the issuance of the Bonds and any potential impact to the private sector from the construction of the Project to be funded by the Bonds, which hearing date shall be not less than fourteen (14) days after notice of the public hearing is (A) first published once a week for two consecutive weeks in the Millard County Chronicle Progress, a newspaper of general circulation in the Issuer and (B) published on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended. The Issuer directs its officers and staff to publish a Notice of Public Hearing in substantially the following form:

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN that on April 19, 2023, the Mayor and City Council of Delta City (the "Issuer"), adopted a resolution (the "Resolution") declaring its intention to issue its Sewer Revenue Bonds (the "Bonds") pursuant to the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and to call a public hearing to receive input from the public with respect to the issuance of the Bonds.

The Issuer shall hold a public hearing on May 17, 2023, at the hour of 6:45 p.m. The location of the public hearing is in the City Office, 76 North 200 West, Delta City, Utah. The purpose of the meeting is to receive input from the public with respect to the issuance of the Bonds and any potential economic impact to the private sector from the construction of sewer system improvements, including upgrading the lift station by replacing the primary wet well and installation of a back-up wet well, a primary and back-up pump, new back-up generator, new force mains and pipes and fittings, together with related improvements to be funded by the Bonds. All members of the public are invited to attend and participate.

DATED this 19th day of April, 2023.

/s/ Sherri L. Westbrook
City Recorder

[Publish once each week for two consecutive weeks.]

Section 5. The Issuer shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's principal offices for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a Notice of Bonds to be Issued in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN that on April 19, 2023, the Mayor and City Council of Delta City (the "Issuer"), adopted a resolution (the "Resolution") declaring its intention to issue its Sewer Revenue Bonds (the "Bonds") pursuant to the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

The Issuer intends to issue the Bonds in the principal amount of not to exceed \$5,500,000, to bear interest at a rate not to exceed 2.0% per annum, to mature in not to more than 35 years from their date or dates, and to be sold at a price not less than 100% of the total principal amount thereof, plus accrued interest to the date of delivery. The Bonds will specify that any installment of principal and/or interest on the Bonds which shall not be paid when due shall bear interest at the rate of 18% per annum from the due date thereof until paid.

The Issuer intends to issue the Bonds for the purpose of (i) financing all or a portion of the cost of constructing sewer system improvements, including upgrading the lift station by replacing the primary wet well and installation of a back-up wet well, a primary and back-up pump, new back-up generator, new force mains and pipes and fittings, together with related improvements; and (ii) paying costs of issuing the Bonds.

OUTSTANDING BONDS SECURED BY THE SAME REVENUE

There are no outstanding bonds secured by the revenues from sewer system which revenues are being pledged to secure the payment of the Bonds.

ESTIMATED TOTAL COST OF THE BONDS

Although the Issuer declared its intention to issue a Bond in a principal amount of up to \$5,500,000 with interest at a rate not to exceed 2.0% per annum, the Issuer currently anticipates that the Bonds will be issued in the amount of \$4,950,000 with interest at the rate of 1.5% per annum. In that case, the estimated total cost for the proposed Bonds would be \$6,183,285, which would include interest of \$1,233,285.

NOTICE IS FURTHER GIVEN that a period of 30 days from and after the last date of publication of this Notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

A copy of the Resolution is on file in the office of the City Recorder in Delta City, Utah, where it may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m., Monday through Thursday.

DATED this 19th day of April, 2023.

/s/ Sherri L. Westbrook
City Recorder

[Publish one time only.]

* * * * *

Section 6. For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Resolution or the Bonds hereby authorized. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution or the Bonds for any cause whatsoever.

Section 7. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

PASSED AND APPROVED this 19th day of April, 2023

DELTA CITY

By _____
Mayor

ATTEST AND COUNTERSIGN:

By _____
City Recorder

[SEAL]

After the conduct of other business not pertinent to the foregoing, it was moved and carried that the Mayor and City Council adjourn.

DELTA CITY

By _____
Mayor

ATTEST:

By _____
City Recorder

[SEAL]

STATE OF UTAH)
 : ss.
COUNTY OF MILLARD)

I, SHERRI L. WESTBROOK, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of Delta City, Millard County, Utah (the "Issuer"). I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a regular public meeting of the Mayor and City Council of the Issuer, held on April 19, 2023, including a Resolution adopted at such meeting, together with exhibits and appendices attached thereto, as said minutes, resolution and appendices are recorded in the regular official book of minutes of the proceedings of the Governing Body kept in the office of the City Recorder that said proceedings were duly had and taken as therein shown, that the meeting thereon shown was in all respects called, held and conducted in accordance with law, and that the persons therein named were present at said meeting, as therein shown.

I further certify and I caused a true and correct copy of the above-referenced resolution (including all exhibits and appendices attached thereto) to be filed in the office of the City Recorder for examination by any interested person during the regular business hours of the office of the City Recorder.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Issuer, this 19th day of April, 2023.

[SEAL]

City Recorder

EXHIBIT "A"

[Master Resolution]

MASTER RESOLUTION
OF
DELTA CITY,
MILLARD COUNTY, UTAH
AS ISSUER
DATED AS OF *, 2023

MASTER RESOLUTION

WHEREAS, Delta City (the “Issuer”) desires to finance the cost to construction of sewer system improvements, including upgrading the lift station by replacing the primary wet well and installation of a back-up wet well, a primary and back-up pump, new back-up generator, new force mains and pipes and fittings, together with related improvements (the “Project”) through the issuance of its Sewer Revenue Bonds, Series 2023 (the “Series 2023 Bonds”); and

WHEREAS, pursuant to the provisions of a Resolution adopted on April 19, 2023 (the “Authorizing Resolution”), the Mayor and City Council of the Issuer (the “Governing Board”) has authorized and approved certain actions to be taken by the Issuer in connection with the financing of the Project, including the adoption this Master Resolution and the issuance of the Series 2023 Bonds hereunder; and

WHEREAS, it has been determined by the Issuer that the estimated amount necessary to finance the Project, including necessary expenses incidental thereto, will require the issuance, sale and delivery of the Series 2023 Bonds in the total principal amount of \$4,950,000 as hereinafter provided; and

WHEREAS, the Issuer has determined that the Series 2023 Bonds shall be secured as provided herein and has ascertained and determined that the provisions herein contained for protecting and enforcing the rights and remedies of the registered owners of such Series 2023 Bonds are reasonable, proper and in accordance with law, and that this Master Resolution is necessary to the performance of its duties and the execution of its powers under law, and does deem and determine all of the provisions herein contained to be reasonable and proper for the security of the registered owners of the Series 2023 Bonds; and

WHEREAS, all acts and things required by law to make this Master Resolution a valid and binding instrument for the security of all Bonds duly issued hereunder have been done and performed, and the execution and delivery of this Master Resolution have been in all respects duly authorized; and

WHEREAS, the Series 2023 Bonds in registered form are to be in substantially the appropriate form set forth in Section 2.5 and if issued as Exchange Bonds are to be in substantially the appropriate form set forth in Section 2.6, with appropriate variations, omissions and insertions as permitted or required by this Master Resolution; and

WHEREAS, all things necessary to make the Series 2023 Bonds when authenticated by the Issuer and issued as in this Master Resolution provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Master Resolution a valid

assignment and pledge of the amounts pledged to the payment of the principal on the Series 2023 Bonds, and to constitute this Master Resolution a valid assignment of the rights of the Issuer with respect to the Project have been done and performed and the creation, execution and delivery of this Master Resolution, and the creation, execution and issuance of the Series 2023 Bonds, subject to the terms hereof, have in all respects been duly authorized:

NOW THEREFORE, be it resolved by the Governing Board of Delta City, Millard County, Utah as follows:

ARTICLE I

DEFINITIONS

As used in this Master Resolution, the following terms shall have the following meanings unless the context clearly indicates otherwise:

"Act" means the provisions of the Local Government Bonding Act of the State of Utah, Chapter 14, Title 11, Utah Code Annotated, 1953, as amended and the Registered Public Obligations Act of the State of Utah, Chapter 7, Title 15, Utah Code Annotated, 1953, as amended.

"Annual Bond Service Requirements" means the maximum amount required to be paid into the Bond Fund for payment of principal and interest on the Bond in any given Bond Fund Year.

"Annual Net Revenues" means the Net Revenues for any 12 consecutive calendar months.

"Bond" or "Bonds" means collectively the Series 2023 Bonds, and any additional bonds and refunding bonds issued hereunder.

"Bond Documents" means this Master Resolution.

"Bond Fund" means the bond fund established under Section 4.2 herein.

"Bondholder" means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose in accordance with provisions of this Master Resolution.

"City" means Delta City, Millard County, Utah.

"Code" means the Internal Revenue Code of 1986, as amended.

"Community Impact Board" means the State of Utah, Permanent Community Impact Fund Board or any successor agency.

"Delivery Date" means the date the Bond or Bonds are delivered to the initial purchaser and this date to be known on the Bond or Bonds as the issue date.

"Depository" or "Depository Bank" means a Qualified Depository (defined hereinafter).

"Escrow Account" means the escrow account created and administered under the Escrow Agreement by the Escrow Agent.

"Escrow Agent" means the Treasurer for the State of Utah, or its successors and assigns.

"Escrow Agreement" means the Escrow Agreement by and among the City, the Community Impact Board, and the Escrow Agent.

"Exchange Bonds" means the fully registered Series 2023 Bonds issued in substantially the appropriate form set forth in Section 2.6, in exchange for the State Bond representing the Series 2023 Bonds or in exchange for other Exchange Bonds, in the denomination of \$1000 or any integral multiple thereof.

"Executive Officer" means the Mayor of the Issuer.

"First Payment Date" means a payment of principal and interest on February 1, 2025 with regard to the Sewer Revenue Bond, Series 2023.

"Fully Registered Bond" means a single Fully Registered Bond in the denomination equal to the aggregate amount of the Bond authorized herein.

"Future Parity Bonds" means any bonds hereafter issued by the Issuer on a parity with the Bond herein authorized pursuant to the conditions and restrictions set forth in Article VI hereof.

"Installment Amount" means the amount of each annual registered installment of principal and interest on the Bond, as shown in the Repayment Schedule in the Bond.

"Issue Amount" means the principal amount of the Bond authorized to be issued hereunder which is the sum of \$4,950,000.

"Issuer" means Delta City, Millard County, Utah.

"Net Revenues" means the Revenues remaining after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

"Original Issue Date" means the initial delivery date of the Series 2023 Bonds.

"Outstanding" or "Outstanding Bonds" means any Bond which has been issued and delivered

in accordance with the provisions hereof; but shall not include a Bond in lieu of which another Bond has been issued to replace a mutilated, lost, destroyed or stolen bond.

“Paying Agent” with respect to the Series 2023 Bonds means the Treasurer of the Issuer, and his/her successors.

“Payment Date” means each February 1 commencing February 1, 2025.

"Permitted Investments" means those investments specified in Section 51-7-11, Utah Code Annotated, 1953, as amended.

"Pledged Revenues" means 100% of the Net Revenues hereinafter pledged to the payment of the Revenue Bonds.

"Project" means the construction of sewer system improvements, including upgrading the lift station by replacing the primary wet well and installation of a back-up wet well, a primary and back-up pump, new back-up generator, new force mains and pipes and fittings, together with related improvements, and paying costs of issuing the Bonds.

"Qualified Depository" means a depository institution constituting a "qualified depository" under Chapter 7 of Title 51, Utah Code Annotated 1953, as amended.

"Reserve Fund Installment" means a monthly payment in an amount equal to 1/72nd of the Reserve Fund Requirement as to the Series 2023 Bond.

"Reserve Fund Requirement" means the amount equal to the maximum annual installment of principal and interest on the Bond.

"Revenues" means all income and revenue of any kind derived from the operation of the System including the proceeds of all connection charges not applied directly to the payment of the cost of improving or extending the system or of making connections thereto and all interest earned by and profits derived from the sale of investments made with the Revenues.

"Serial Bonds" means the registered \$1000 denomination sewer revenue bonds which may be issued in exchange for the Fully Registered Bond.

"System" means the complete sewer system of the Issuer, as such system now exist, together with the Project, and any other properties now or hereafter owned or operated by the Issuer relating to said system and as may hereafter be improved and extended, including specifically all properties of every nature owned by the Issuer and used or useful in the operation of said system, including real estate, personal and intangible properties, contracts, franchises, leases and chooses in action, whether lying within or without the boundaries of the Issuer.

"Year" means the twelve-month period beginning on July 1st of each calendar year and ending on the next succeeding June 30th.

Except where the context otherwise requires, words importing the singular number shall include the plural and vice versa, and words importing the male gender shall include the female gender and vice versa.

ARTICLE II

THE SERIES 2023 BOND

Section 2.1. Purpose and Authority.

(a) The Governing Board hereby finds, determines and declares that the Project to be acquired, constructed, improved and extended with the proceeds of the Series 2023 Bond is necessary for the proper operation of the System and is economically feasible, and the Revenues will be sufficient to retire the Series 2023 Bond.

(b) For the purpose of paying the cost of the Project, including the payment of all fees and expenses incident thereto and to the issuance of the Series 2023 Bond, the Series 2023 Bond shall be issued in the amount or amounts set forth on the Bond. The Series 2023 Bond shall be payable solely from the Revenues to be derived from the operation and ownership of the System, as more specifically provided herein, and, to the extent available, monies remaining in the Escrow Account as described in Section 4.2 upon completion of the Project.

Section 2.2. Designation and Terms of the Series 2023 Bond. The Series 2023 Bond shall be designated as the "Sewer Revenue Bond, Series 2023," shall be dated as of the date of delivery to the Community Impact Board, and shall be issued as a fully-registered bond, without coupons, in the denomination of the amount or amounts set forth on the Series 2023 Bond and shall be numbered R-1, the principal amount of which shall bear interest at the rate of 1.5% per annum and shall be in such amount as set forth in the table and column of Payment Dates and Amounts as set forth in the form of the Series 2023 Bond. Interest shall be payable on the same day as the due date for a payment of principal.

Any installment of principal and interest which shall not be paid when due shall bear interest at the rate of eighteen (18%) per cent per annum from the date of maturity of such installment until paid.

Subject to prepayment of principal as herein provided, principal on the Bond shall be payable in the number of annual registered installments equal to the number of Payment Years, with no provision for any grace period as to the due date of such payments; provided, however, that the last such installment payment shall be in such amount as will pay the remaining principal due and Interest on the Bond on the date of such payment. Each payment shall be first applied to any

applicable interest and then to principal. Principal and interest on the Bond shall be payable in any coin or currency which, on the respective dates of payments, is legal tender for the payment of debts to the United States of America and, except as hereinafter otherwise provided, shall be made by check or draft mailed to the Office of the Community Impact Board in Salt Lake City, Utah, or to its designee or to such other registered owner of the Bond as is shown on the registration books maintained by the Issuer at the close of business on the fifteenth day of the month next preceding each Payment Date at the address of such registered owner as it appears on such registration books or to such other address furnished in writing by such registered owner to the Issuer, and payment shall be endorsed thereon in the payment record attached thereto.

The single, Fully-Registered Bond may be exchanged for Serial Bonds in increments of \$1000 at the option of the holder.

Section 2.3. Prepayment Provisions and Provisions Regarding Notation of Payments - Series 2023 Bond.

(a) The Series 2023 Bond shall be subject to prepayment at the option of the Issuer at any time in whole or in part in multiples of \$1000 as to each bond plus accrued interest to the date of prepayment, and without premium. In the event of a partial prepayment, each installment payment due on the Payment Date of each Payment Year after such partial prepayment shall remain in the Installment Amount regardless of any such partial prepayment; provided that any such partial prepayment shall reduce the principal due on the Series 2023 Bond in inverse order of installment maturities; and provided further that the final payment on the Series 2023 Bond shall be fully sufficient to pay all principal and interest remaining due thereon. With the exception of prepayments described in Section 3.1, each prepayment on the Series 2023 Bond shall be applied to any interest then due on the Series 2023 Bond and then to principal. Notice of any call for prepayment shall be given by registered mail not less than 30 days prior to the prepayment date to the State or to its designee, or to such other registered owner of the Series 2023 Bond as is shown on the registration books at the close of business on the fifteenth day next preceding the mailing of such prepayment notice at the registered owner's address as shown on such registration books or at such other address furnished in writing by such registered owner to the Issuer.

(b) In the event of a partial prepayment, such prepayment shall be made in the manner provided for herein for the payment of Installment Amounts (except that prepayments need not be made on Payment Dates) and endorsed on the Series 2023 Bond on the prepayment record attached thereto.

(c) If notice of prepayment shall have been given as aforesaid, the Series 2023 Bond or the portion thereof specified in said notice shall become due and payable at the prepayment price and on the prepayment date therein designated and if, on the prepayment date, money for the payment of the prepayment price of the Series 2023 Bond or the portion thereof to be prepaid, together with interest, if any, to the prepayment date, shall be available for such prepayment on said date, then from and after the prepayment date, interest, if any, on the Series 2023 Bond or the portion

thereof so called for prepayment shall cease to accrue and become payable.

(d) The registered owner of the Series 2023 Bond shall endorse any payment or prepayment of principal and interest on the Series 2023 Bond upon the payment record or prepayment record attached to the Bond.

Section 2.4. Execution of Series 2023 Bond and Representations Relating to the Master Resolution. The Series 2023 Bond shall be executed on behalf of the Issuer by the manual signature of the Executive Officer and attested and countersigned by the manual signature of the City Recorder. The City Recorder shall impress or imprint the official seal of the Issuer on the Series 2023 Bond. All of the covenants, promises, statements, recitals, representations and agreements contained in the Series 2023 Bond and this Master Resolution are hereby considered and understood, and it is hereby ordered and declared that the covenants, promises, statements, recitals, representations and agreements therein and herein are covenants, promises, statements, recitals, representations and agreements of the Issuer.

Section 2.5. Form of Series 2023 Bond: The Bond is designated the "Delta City, Millard County, Utah, Sewer Revenue Bond, Series 2023" and shall be in substantially the following form:

REGISTERED

REGISTERED

No. R-__

\$ _____

**UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF MILLARD
DELTA CITY**

SEWER REVENUE BOND, SERIES 2023

THIS BOND HAS BEEN DESIGNATED BY THE AUTHORITY AND THE CITY FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

<u>Principal Sum</u>	<u>Interest Rate</u>	<u>Original Issue Date</u>
\$4,950,000.00	1.50%	*, 2023

KNOW ALL MEN BY THESE PRESENTS that Delta City, Millard County, Utah (the "Issuer"), acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the State of Utah Community Impact Board (the "Community Impact Board"), or registered assigns, the Total Principal Sum set forth above, together with interest accruing on the unpaid principal balance from February 1, 2024

at the rate specified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable annually on payable annually on February 1 of each year, beginning February 1, 2025, as set forth in the following Repayment Schedule:

<u>Maturity Date</u> <u>February 1st</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Amount</u>	<u>Total</u> <u>Amount</u>
2025	\$132,000.00	\$74,250.00	\$206,250.00
2026	\$134,000.00	\$72,270.00	\$206,270.00
2027	\$136,000.00	\$70,260.00	\$206,260.00
2028	\$138,000.00	\$68,220.00	\$206,220.00
2029	\$140,000.00	\$66,150.00	\$206,150.00
2030	\$142,000.00	\$64,050.00	\$206,050.00
2031	\$144,000.00	\$61,920.00	\$206,920.00
2032	\$146,000.00	\$59,760.00	\$206,760.00
2033	\$149,000.00	\$57,570.00	\$206,570.00
2034	\$151,000.00	\$55,335.00	\$206,335.00
2035	\$153,000.00	\$53,070.00	\$206,070.00
2036	\$155,000.00	\$50,775.00	\$206,775.00
2037	\$158,000.00	\$48,450.00	\$206,450.00
2038	\$160,000.00	\$46,080.00	\$206,080.00
2039	\$162,000.00	\$43,680.00	\$206,680.00
2040	\$165,000.00	\$41,250.00	\$206,250.00
2041	\$167,000.00	\$38,775.00	\$206,775.00
2042	\$170,000.00	\$36,270.00	\$206,270.00
2043	\$172,000.00	\$33,720.00	\$206,720.00
2044	\$175,000.00	\$31,140.00	\$206,140.00
2045	\$178,000.00	\$28,515.00	\$206,515.00
2046	\$180,000.00	\$25,845.00	\$206,845.00
2047	\$183,000.00	\$23,145.00	\$206,145.00
2048	\$186,000.00	\$20,400.00	\$206,400.00
2049	\$189,000.00	\$17,610.00	\$206,610.00
2050	\$191,000.00	\$14,775.00	\$206,775.00
2051	\$194,000.00	\$11,910.00	\$206,910.00
2052	\$197,000.00	\$ 9,000.00	\$206,000.00
2053	\$200,000.00	\$ 6,045.00	\$206,045.00
2054	\$203,000.00	\$ 3,045.00	\$206,045.00

To each installment of principal there shall be added interest accruing from February 1, 2024, at the rate of One and one-half (1.50%) per cent per annum on the entire balance remaining due under this Bond. Interest shall be payable on the same day as the due date for a payment of principal.

Any installment of principal or Interest hereof which shall not be paid when due shall bear

interest at the rate of eighteen (18%) per cent per annum from the date of maturity of such installment until paid. This Bond is payable in lawful money of the United States of America by check or draft of the Issuer mailed to the State of Utah Permanent Community Impact Fund Board, Salt Lake City, Utah, or its designee, or to such other registered owner hereof, as such registered owner is shown on the registration books maintained by the Issuer at the close of business on the fifteenth day of the month next preceding each installment payment date at the address of such registered owner as it appears on such registration books or to such other address as is furnished in writing by such registered owner to the Issuer. The registered owner of this Bond, by acceptance hereof, agrees that such registered owner shall endorse each payment received on the Payment Record attached hereto. Payments received on this Bond shall be applied first to the payment of interest payable and then to principal.

THE ISSUER IS OBLIGATED TO PAY PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS BOND SOLELY FROM THE REVENUES (THE "REVENUES") DERIVED FROM THE ISSUER'S SEWER SYSTEM ("SYSTEM") AND OTHER FUNDS OF THE ISSUER PLEDGED THEREFOR UNDER THE TERMS OF THE MASTER RESOLUTION (AS HEREINAFTER DEFINED). THIS BOND IS NOT A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION ON INDEBTEDNESS. PURSUANT TO THE MASTER RESOLUTION, REVENUES FROM THE SYSTEM HAVE BEEN PLEDGED AND WILL BE SET ASIDE INTO SPECIAL FUNDS BY THE ISSUER TO PROVIDE FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS BOND.

This Bond is issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act (as hereinafter defined) and all other laws applicable thereto.

This Bond is a special obligation of the Issuer and is the only one of an issue of a total series of fully-registered Sewer Revenue Bond, designated as "Sewer Revenue Bond, Series 2023", in the aggregate principal amount of \$4,950,000, dated as of the date set forth below and is issued under, by virtue of, in full conformity with and after full compliance with the Constitution and laws of the State of Utah, including particularly the Utah Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended, the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated, 1953, as amended, (collectively the "Act") and is issued under, secured by and entitled to the protection of the Master Resolution dated as of _____, 2023, by the City (which Master Resolution, as from time to time amended and supplemented, is hereinafter referred to as the "Master Resolution") and duly adopted by the City, for the purpose of paying all or part of the cost of construction of sewer system improvements, including upgrading the lift station by replacing the primary wet well and installation of a back-up wet well, a primary and back-up pump, new back-up generator, new force mains and pipes and fittings, together with related improvements (the "Project") including, without limitation, all fees and expenses reasonably incurred

in connection therewith and with the issuance of such bonds as may be properly payable from the proceeds thereof. Principal and Interest on this Bond is payable solely from the revenues, funds and other monies pledged or provided therefor under the terms of the Master Resolution.

This Bond is dated as of date of delivery and is duly issued under and by virtue of the Act and under and pursuant to the Master Resolution. A copy of the Master Resolution is on file at the office of the City Recorder of the Issuer in Delta, Utah, and reference to the Master Resolution and to the Act is made for a description of the pledge and covenants securing the Series 2023 Bond, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the Bond is issued and a statement of the rights, duties, immunities and obligations of the Issuer. Such pledge and other obligations of the Issuer under the Master Resolution may be discharged at or prior to the maturity or redemption of the Series 2023 Bond upon the making of provision for the payment thereof on the terms and conditions set forth in the Master Resolution.

To the extent and in the respects permitted by the Master Resolution, the Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

This Bond is transferable, as provided in the Master Resolution, only upon the books of the Issuer kept for that purpose at the office of the City Recorder of the Issuer by the registered owner hereof in person or by his attorney duly authorized in writing. The Issuer may treat and consider the person in whose name this Series 2023 Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof, and interest, if any, payable hereon and for all other purposes whatsoever.

Subject to the provisions of the Master Resolution, the Series 2023 Bond is issuable in fully registered form, without coupons, in a denomination equal to the aggregate principal amount of the Series 2023 Bond or, upon exchange, in the denomination of \$1000 and any integral multiple thereof.

This Bond is subject to redemption at any time at the option of the Issuer in whole or in part (if in part, in integral multiples of \$1000) in inverse order of the due date of the principal installments hereon, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so redeemed, and without premium. The registered owner of this Series 2023 Bond, by acceptance hereof, agrees to endorse each such redemption on the Prepayment Record attached hereto.

Notice of redemption shall be given by the Issuer by registered mail, not less than 30 days nor more than 45 days prior to the redemption date, to the registered owner of this Bond, at his

address as it appears on the bond registration books of the Issuer, or at such address as he may have filed with the Issuer for that purpose. Each notice of redemption shall state the redemption date and the principal amount to be redeemed.

If notice of redemption shall have been given as aforesaid, the Bond or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Master Resolution.

In accordance with Section 265 of the 1986 Internal Revenue Code, the Issuer designates this Bond as an issue qualifying for the exception to the rule denying banks and other financial institutions the deduction for interest expenses allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of qualified tax-exempt obligations (other than private activity bonds as defined in Section 141 of the 1986 Internal Revenue Code) which will be issued by the Issuer and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. The total amount of obligations designated by the Issuer and all aggregated issuers for the current calendar year does not exceed \$10,000,000.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah or by the Act or the Master Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of the series of Bonds of which this Bond is a part, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Issuer.

IN WITNESS WHEREOF, Delta City, Millard County, Utah, has caused this Bond to be signed by its Mayor and attested and countersigned by its City Recorder and the official seal of Delta City, Millard County, Utah, to be impressed or imprinted hereon, all as of the ____ day of _____, 2023.

DELTA CITY

(DO NOT SIGN-FORM ONLY)

By _____
Mayor

ATTEST AND COUNTERSIGN:
(DO NOT SIGN-FORM ONLY)

By _____
City Recorder

(SEAL)

REGISTRATION CERTIFICATE

(No writing to be placed herein except by Bond Registrar.)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
_____	Utah Permanent Community Impact Fund Board	_____
_____	_____	_____
_____	_____	_____

PAYMENT RECORD

I, the undersigned registered owner or authorized officer of the registered owner of the bond to which this Payment Record is attached (the "Owner"), hereby certify that the Owner has received from Delta City, Millard County, Utah, the amounts indicated below on the dates set forth opposite such amounts in repayment of the loan of \$4,950,000 to Delta City, Millard County, Utah, as referenced by the bond to which this Payment Record is attached, and have placed my signature in the space provided opposite such amounts to evidence receipt of same.

As long as the State of Utah, Permanent Community Impact Fund Board, Salt Lake City, Utah is the registered owner of the bond to which this Payment Record is attached, the Executive Secretary of said Board or designee, shall sign below as the owner of such bond.

<u>Date Due</u>	<u>Amount</u>	<u>Interest Paid</u>	<u>Principal Paid or Prepaid</u>	<u>Date Due</u>	<u>Remaining Unpaid Principal Balance</u>	<u>Name, Title and Signature of Owner or Authorized Officer Thereof</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

PREPAYMENT RECORD

I, the undersigned registered owner or authorized officer of the registered owner of the bond to which this Payment Record is attached (the "Owner"), hereby certify that the Owner has received from Delta City, Millard County, Utah, the amounts indicated below on the dates set forth opposite such amounts in repayment of the loan of \$4,950,000 to Delta City, Millard County, Utah, as referenced by the bond to which this Prepayment Record is attached and have placed my signature in the space provided opposite such amounts to evidence receipt of same.

As long as the State of Utah, Permanent Community Impact Fund Board, is the registered owner of the Bond to which this Prepayment Record is attached, the Chairman of said Board shall sign below as the owner of such Bond.

Principal Due

<u>Date</u>	<u>Amount</u>	<u>Payment</u>	<u>Principal Balance</u>	<u>Date Paid</u>	<u>Name, Title and Signature of Owner or Authorized Officer Thereof</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

/ _____ /

Insert Social Security or Other
Identifying Number of Assignee

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of Delta City, Millard County, Utah, and does hereby irrevocably constitute and appoint _____ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 2.6. Exchange of the Series 2023 Sewer Revenue Bond for Serial (Exchange) Bonds.

(a) It is recognized that the Community Impact Board may sell or otherwise transfer the Series 2023 Bond pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated, 1953, as amended, or otherwise. The Series 2023 Bond, may be exchanged at the office of the Issuer for a like aggregate principal amount of Serial Bonds in accordance with the provisions of this Section 2.6. Serial Bonds shall be substantially in the form set forth in Section 2.7 hereof and shall be in increments of \$1000. Each Principal Installment on the Series 2023 Bond not previously paid or cancelled shall be represented by an equivalent principal amount of Serial Bonds, in authorized denominations and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2023 Bond for Serial Bonds and the Issuer shall pay or cause to be paid all costs and other charges incident to such exchange.

(b) Form of Serial Bond. The Serial Bond shall be in substantially the following form:

REGISTERED

REGISTERED

No. R-__

\$ _____

**UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF MILLARD
DELTA CITY**

SEWER REVENUE BOND, SERIES 2023

THIS BOND HAS BEEN DESIGNATED BY THE TOWN FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

[SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS]	MATURITY DATE	INTEREST RATE	DATED DATE
	_____ 1, ____	%	_____, 20__

Registered Owner:

Principal Amount: _____ **DOLLARS**

KNOW ALL MEN BY THESE PRESENTS that Delta City, Millard County, Utah (the "Issuer"), acknowledges itself indebted and for value received hereby promises to pay,

but solely in the manner and from the revenues and sources hereinafter provided, to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender hereof, the principal amount identified above, and in like manner to pay interest thereon accruing from _____, 20____ at the Interest Rate specified above (calculated on the basis of a 360-day year of twelve thirty-day months), payable on February 1 of each year (each an "Interest Payment Date") commencing _____ 1, 20____, except as the provisions hereinafter set forth with respect to prepayment of this Series 2023 Bond may become applicable hereto. Any installment of principal amount of this Bond and any installment of interest which is not be paid when due shall bear interest at the rate of eighteen (18%) per annum from the due date of such installment until paid. Principal of, premium, if any, on this Bond shall be payable at the office of the Issuer, as paying agent, or its successor as such paying agent. The principal of, premium, if any, and interest on this Bond shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Payments received on this Bond shall be applied first to the payment of interest payable and then to principal.

THE ISSUER IS OBLIGATED TO PAY PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS BOND SOLELY FROM THE REVENUES (THE "REVENUES") DERIVED FROM THE ISSUER'S SEWER SYSTEM ("SYSTEM") AND OTHER FUNDS OF THE ISSUER PLEDGED THEREFOR UNDER THE TERMS OF THE MASTER RESOLUTION (AS HEREINAFTER DEFINED). THIS BOND IS NOT A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION ON INDEBTEDNESS. PURSUANT TO THE MASTER RESOLUTION, REVENUES FROM THE SYSTEM HAVE BEEN PLEDGED AND WILL BE SET ASIDE INTO SPECIAL FUNDS BY THE ISSUER TO PROVIDE FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND ALL BONDS OF THE SERIES OF WHICH IT IS A PART.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act (as hereinafter defined) and all other laws applicable thereto.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE OR AT THE END HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah or by the Act or the Master Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of the series of Bonds of which this Bond is a part, together with all other indebtedness of the Issuer, is within every debt and other limit

prescribed by said Constitution and statutes.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Issuer.

IN WITNESS WHEREOF, Delta City, Millard County, Utah, has caused this Bond to be signed in its name and on its behalf by its Mayor and [a facsimile of] its corporate seal to be [imprinted] [impressed] hereon and attested and countersigned by its City Recorder [(the signatures of said Mayor and City Recorder being by facsimile), and said officials by the execution hereof do adopt as for their own proper signatures their facsimile signatures appearing on each of the Bonds], all as of the Issue Date specified above.

DELTA CITY
(FORM ONLY-DO NOT SIGN)

By _____
Mayor

ATTEST AND COUNTERSIGN:

(FORM ONLY-DO NOT SIGN)

By _____
City Recorder

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Master Resolution and is one of the Sewer Revenue Bond, Series 2023, of Delta City, Millard County, Utah.

DELTA CITY
as Bond Registrar

By _____
City Recorder

Date of Registration and Authentication:

Bond Registrar and Paying Agent:

Delta City,
Millard County, Utah

[FORM OF REVERSE SIDE OF OR TO BE APPENDED TO THE BONDS]

This Bond is a special obligation of the Issuer and is one of an issue of a total series of fully-registered Sewer Revenue Bonds, designated as "Sewer Revenue Bonds, Series 2023," in the aggregate principal amount of \$ _____ dated as of the date set forth below, issued under, by virtue of, in full conformity with and after full compliance with the Constitution and laws of the State of Utah, including particularly the Utah Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended, the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated 1953, as amended, and a Master Resolution duly adopted by the Mayor and City Recorder of the Issuer (the "Governing Board") on _____, 2023, authorizing this Bond (the "Master Resolution"), for the purpose of paying all or part of the cost of construction of sewer system improvements, including upgrading the lift station by replacing the primary wet well and installation of a back-up wet well, a primary and back-up pump, new back-up generator, new force mains and pipes and fittings, together with related improvements (the "Project") including, without limitation, all fees and expenses reasonably incurred in connection therewith and with the issuance of such bonds as may be properly payable from the proceeds thereof. Principal of, premium, if any, and interest on this Bond is payable solely from the revenues, funds and other monies pledged or provided therefor under the terms of the Master Resolution.

To the extent and in the respects permitted by the Master Resolution, the Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

The Bonds are dated as of _____, 2023, and are duly issued under and by virtue of the Act and under and pursuant to the Master Resolution. A copy of the Master Resolution is on file at the office of the City Recorder of the Issuer in Delta, Utah, and reference to the Master Resolution and to the Act is made for a description of the pledge and covenants securing the Bonds, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the Bonds are issued and a statement of the rights, duties, immunities and obligations of the Issuer. Such pledge and other obligations of the Issuer under the Master Resolution may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Master Resolution.

This Bond is transferrable, as provided in the Master Resolution, only upon the books of the Issuer kept for that purpose at the office of the City Recorder of the Issuer, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer in a form approved by the Issuer, duly executed by the registered owner or his duly authorized attorney, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of the same aggregate principal amount, series designation and maturity as the surrendered Bond, all as provided in the Master Resolution and upon the payment of the charges therein prescribed. The Issuer, the Trustee, and any paying agent may treat and consider the person in whose name this Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof, and interest, if any, payable hereon and for all other purposes whatsoever.

Subject to the provisions of the Master Resolution, the Bonds are issuable in fully registered form, without coupons, in the denomination of \$1000 and any integral multiple thereof.

The Bonds are subject to redemption at any time at the option of the Issuer in whole or in part (if in part, in integral multiples of \$1000) in inverse order of maturity upon notice given as hereinafter set forth, at a redemption price equal to the principal amount of each Bond or portion thereof to be so redeemed, and without premium.

If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed shall be selected as provided in the Master Resolution; provided, however, that subject to other applicable provisions of the Master Resolution, the portion of any Bond to be redeemed shall be in a principal amount equal to a denomination in which the Bond was authorized to be issued, and that in selecting Bonds for redemption, the Issuer shall treat each Bond as representing that number

of Bonds which is obtained by dividing the principal amount of such Bond by \$1000. If part but not all of a Bond in a denomination in excess of \$1000 is to be redeemed, the registered owner thereof shall present and surrender such Bond to the Issuer, and the Issuer shall execute and authenticate and deliver to the registered owner thereof, without charge therefor, a Bond or Bonds of the same maturity for unredeemed balance of the principal amount of such Bond, all as more fully set forth in the Master Resolution.

Notice of redemption shall be given by the Issuer by registered mail, not less than 30 days nor more than 45 days prior to the redemption date, to the registered owner of this Bond, at his address as it appears on the bond registration books of the Issuer, or at such address as he may have filed with the Issuer for that purpose. Each notice of redemption shall state the redemption date and the principal amount and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds to be redeemed.

If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Master Resolution.

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

/ _____ /

Insert Social Security or Other
Identifying Number of Assignee

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of Delta City, Millard County, Utah, and does hereby irrevocably constitute and appoint _____ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 2.6. Provisions for the registration of the Series 2023 Bond shall be pursuant to Section 3.2 hereof.

ARTICLE III

SALE OF BONDS; SYSTEM OF REGISTRATION

Section 3.1 Sale of Bonds. The proceeds of the sale of the Series 2023 Bond shall be deposited at the time of sale in the Escrow Account as defined in Article I herein to be administered by the Escrow Agent. All monies so deposited in said fund shall be used solely for the purpose of acquiring the necessary property and constructing improvements, additions and extensions to the System, including any architectural, engineering, legal, fiscal agent and other expenses incidental thereto.

Any unexpended bond proceeds remaining in said Escrow Account after completion of the Project shall be paid immediately into the "Delta City, Millard County, Utah Series 2023 Sewer Revenue Bond Fund" hereafter described. The said unexpended proceeds shall be used only for the prepayment of amounts of principal due or to become due on the Bonds in inverse order of maturities or for redemption of any Serial Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof and as provided in the Escrow Agreement. Redemptions made under this condition shall be made pro-rata, in direct proportion to the respective amounts then remaining unpaid under the Bonds. Any bonds so redeemed shall be cancelled and shall not be reissued. Following the transfer of unexpended funds from the Escrow Account to the said Revenue Fund, the Escrow Account will be closed.

Section 3.2. Registration and Exchange of Bonds.

(a) This Article shall constitute a system of registration within the meaning and for the purpose of Chapter 7 of Title 15, Utah Code Annotated, 1953, as amended. The Issuer shall cause books for the registration and for the transfer of the Bonds to be kept at the office of its City Recorder.

(b) Upon surrender for transfer of any of the Bonds at the office of the Issuer, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Issuer and duly executed by the registered owner or his attorney duly authorized in writing, the City Recorder or other duly authorized official of the Issuer shall note the name of the transferee or transferees and the date of the transfer in the place provided on the back of the Bonds and shall affix his or her official signature thereon. The City Recorder shall thereupon deliver the Bond or Bonds to the transferee and shall enter in the registration books of the Issuer the name and address of the transferee.

(c) The Issuer shall not be required to transfer any of the Bonds during the period from the fifteenth day of the month next proceeding any Payment Date on the Bonds to and including

such Payment Date, nor to transfer the Bonds during a period of 15 days next preceding mailing of a notice of prepayment of any installment, or portion thereof, on the Bonds.

(d) The person in whose name the Bonds shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and the Issuer shall not be affected by any notice to the contrary. Payment of the principal of and interest, if any, on the Bonds shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds to the extent of the sum or sums so paid.

(e) No service charge shall be made by the Issuer for any transfer of the Bonds but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Bonds.

(f) Prior to making any transfer of the Bonds as provided in this Section, the City Recorder shall verify that the payment record and prepayment record attached to the Bonds have been accurately completed as of the date of such transfer and, if necessary, conform such payment record and prepayment record to accurately reflect all payments of principal on the Bonds, based on the records and information with respect to such Bonds maintained by the Issuer and the registered owner surrendering such Bonds.

Section 3.3. Mutilated, Lost, Destroyed or Stolen Bond. If any of the Bonds shall become mutilated, the Issuer, at the expense of the registered owner thereof, shall execute and deliver a new Bond of like tenor in exchange for the Bond so mutilated, but only upon surrender to the Treasurer of the Bond so mutilated, which Bond shall thereupon be cancelled by the Issuer. If the Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Issuer and if such evidence be satisfactory and given, the Issuer, at the expense of the registered owner thereof, shall execute and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if the entire principal amount of the Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same without surrender thereof). Any Bond issued under the provisions of this Section in lieu of a Bond alleged to be lost, destroyed or stolen shall constitute an additional contractual obligation of the Issuer and shall be equally and proportionately entitled to the benefits of this Master Resolution. The Issuer shall not be required to treat both the original Bond and the duplicate Bond as being Outstanding for the purpose of determining the principal amount of the Bond and Parity Bonds which may be issued under this Master Resolution or for the purpose of determining any percentage of the Bond or Parity Bonds Outstanding under this Master Resolution, but both the original and duplicate Bond shall be conformed by the City Recorder to accurately reflect all payments of principal on the lost, destroyed or stolen Bond, based on the records and information with respect to such lost, destroyed or stolen Bond maintained by the Issuer and the registered owner of the Bond.

ARTICLE IV
FLOW OF FUNDS

Section 4.1. Pledge Effected by the Master Resolution.

(a) The Series 2023 Bond is a special obligation of the Issuer payable from and secured by the Revenues. There is hereby pledged for the payment of the principal of, prepayment premium, if any, and interest, if any, on the Bond in accordance with their terms and the provisions of this Master Resolution, subject only to the provisions of this Master Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Resolution, (I) the proceeds of sale of the Bonds, (ii) the Revenues, and (iii) all funds established hereunder, including the investments, if any, thereof. Except as otherwise provided in this Section, the Bonds herein authorized shall enjoy complete priority of lien on the Revenues.

(b) In no event shall the Bond be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System.

Section 4.2. Establishment of Funds. The following funds are hereby established and confirmed:

- (1) Revenue Fund, to be held by the Issuer;
- (2) Bond Fund, to be held by the Issuer; and
- (3) Reserve Fund, to be held by the Issuer.

Section 4.3. Revenue Fund.

(a) There shall be deposited into the Revenue Fund, as received, the Revenues of the System. The Revenue Fund shall be deposited with the Depository and the monies credited to said Revenue Fund shall be expended only in the manner herein specified.

(b) Expenses of Maintenance and Operation shall be paid by the Issuer from time to time as they become due and payable and shall be a first charge on the Revenue Fund.

Section 4.4. Flow of Funds.

(a) As soon as practicable in each year after the deposit of Revenues in the Revenue Fund, and after payment of unpaid Expenses of Maintenance and Operation then due, but in any case prior to the end of such year, the Issuer shall transfer, or cause the Depository to transfer, to the extent of monies available in the Revenue Fund, to the following funds in the following order the amounts set forth below:

(1) In the Bond Fund, monthly so long as the Bond is outstanding, one-twelfth of the sum of the amount of principal and interest falling due on the Bond on the next Payment Date.

(2) In the Reserve Fund for the Series 2023 Bond, on a monthly basis, a sum equal to the Reserve Fund Installment for the Series 2023 Bond so as to cause to be on deposit in the Series 2023 Bond Reserve Fund an amount equal to the Reserve Fund Requirement for the Series 2023 Bond not later than 72 months following the commencement of such monthly transfers.

If monies shall ever be paid out of the Reserve Fund, monies shall be deposited, in addition to other deposits required by this paragraph (2), into the Reserve Fund from available Revenues (after making all other payments of Expenses of Maintenance and Operation and deposits into the Reserve Funds heretofore provided in this Section) to the extent necessary to cause the amount paid out to be replaced.

If available Revenues in the Revenue Fund (after payment of Expenses of Maintenance and Operation and deposits into the Bond Fund) are not sufficient to allow the deposit of the full amount of the applicable Reserve Fund Installments to the Reserve Funds created herein, then those available revenues shall be allocated among the Reserve Funds on a pro rata basis, based upon the relative Reserve Fund Installments for each such Reserve Fund. In addition, if amounts are subsequently withdrawn from the Reserve Funds as provided in Section 4.6, the Issuer shall thereafter make deposits from first available Revenues to the Reserve Funds created herein, in such amounts as is necessary to restore the amounts withdrawn; provided, however, that such deposits shall be made on a pro rata basis among said Reserve Funds until the amounts withdrawn have been fully restored.

(b) Amounts remaining in the Revenue Fund after payment of the amounts required by paragraphs (1) through (2) subsection (a) of this Section and not required to meet Expenses of Maintenance and Operation or used for remedying any deficiencies in the payments previously made to the funds herein established, may be used, at the option of the Issuer and to the extent permitted by law, (1) to purchase or prepay any Bond in accordance with the provisions hereof governing prepayment of the Bond authorized hereunder in advance of maturity or, in the case of Future Parity Bonds, in accordance with the provisions of the resolution authorizing such Future Parity Bonds governing prepayment of such Future Parity Bonds in advance of maturity, including payment of expenses in connection with such purchase or prepayment; (2) to pay the principal or prepayment price of and interest, if any, on any bonds, including general obligation or junior lien revenue bonds of the Issuer issued to acquire, construct, improve or extend the System; (3) to pay the costs of capital improvements to the System; and (4) for any other lawful purpose, including, without limitation, payment of other obligations of the Issuer.

Section 4.5. Bond Fund. Monies in the Bond Fund shall be used for the purpose of paying principal, prepayment premium, if any, and any applicable interest when due on the Bond. The Bond Fund shall be kept on deposit with the Depository.

Section 4.6. Reserve Fund. In the event that the money on deposit in the 2023 Bond Fund on the final day of any month is less than the amount required to be in such Fund pursuant to Section 4.4(a)(1) hereof, then the Issuer shall cause any funds on deposit in the respective Reserve Fund to be immediately transferred by the Depository to such corresponding Bond Fund in the amount required to eliminate the deficiency in such Bond Fund(s). The Reserve Fund shall be kept on deposit with the Depository.

Section 4.7. Investment of Funds. All money maintained on deposit with the Depository shall be held as special and not as general deposits, the beneficial interest in which shall be in the registered owners from time to time of the Bonds. All money so maintained on deposit with the Depository shall be secured to the fullest extent required or permitted by the laws of the State of Utah pertaining to the securing of public deposits. All or part of the money in the Bond Fund and in the Reserve Fund shall be invested by the Depository, at the direction of the Issuer, in Permitted Investments, but any such investments so made shall always be such that the obligations mature or become optional for redemption in amounts and at times so as to assure the availability of the proceeds thereof when needed for the purpose for which such funds were created. Interest received on all such investments permitted hereunder shall be deposited in the Revenue Fund, except that at any time less than the required amount is on deposit in either the Bond Fund and the Reserve Fund, then interest attributable to such fund, respectively, shall be deposited into such fund. Whenever any money so invested from the Bond Fund or the Reserve Fund is needed for the purpose for which such fund was created, such investments, to the amount necessary, shall be liquidated by the Depository at the direction of the Issuer, and the proceeds thereof applied to the required purpose.

Section 4.8. Use of Funds When Reserves Sufficient to Pay Outstanding Bonds. Whenever there is sufficient available money in the Bond Funds and in the respective Reserve Fund to pay in full all principal and interest, if any, under these Bonds and all Bonds in accordance with their terms and the terms of this Master Resolution or, in the case of Future Parity Bonds, the resolutions authorizing the issuance of such Future Parity Bonds, the money in such funds shall be used for such purpose and no other purpose but no additional payments need to be made into either fund unless necessary to replace monies lost or otherwise dissipated therefrom.

ARTICLE V

COVENANTS AND UNDERTAKINGS

Section 5.1. Punctual Payment. The Issuer will punctually pay or cause to be paid the principal, the prepayment premium, if any, and any applicable interest when due on the Bonds, in strict conformity with the terms of the Bonds and of this Master Resolution or, in the case of Future Parity Bonds, the resolutions authorizing the issuance of such Future Parity Bonds, according to the true intent and meaning thereof. The Issuer agrees that there shall be no grace period as to the date of any payment required to be made pursuant to the terms of the Bond and of this Master Resolution or, in the case of Future Parity Bonds, the resolutions authorizing the issuance of such Future Parity Bonds.

Section 5.2. Operation and Maintenance. The Issuer will cause the System to be operated continuously for the furnishing of System services to the inhabitants of the Issuer, to the extent practicable under conditions as they may from time to time exist, in an efficient and economical manner, and will at all times cause to be maintained, preserved and kept, the System, including all parts thereof and appurtenances thereto, in good repair, working order and condition, and in such manner that the operating efficiency thereof will be of high character. The Issuer will from time to time cause to be made all necessary and proper repairs and replacements so that the rights and security of the registered owners of the Bonds may be fully protected and preserved, and will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Utah, including the making and collecting of sufficient rates, fees and charges as appropriate, for all services supplied by the System and the segregation and application of the Revenues of the System in the manner provided in this Master Resolution.

Section 5.3. Compliance with Contracts and Agreements; Maintenance of Revenues.

(a) The Issuer will comply with all terms, covenants and provisions, express or implied, of all contracts and agreements entered into by it for System use and services and all other contracts or agreements affecting or involving the System or the business of the Issuer with respect thereto, and will fix and collect rates, fees and charges, as appropriate for all services supplied by the System fully sufficient, after making due allowance for delinquencies in collection, to provide for the payment of the Expenses of Maintenance and Operation, to provide for the payment of all obligations payable from the Revenues of the System, including the Bonds, as and when the same become due and payable, and to establish the Bond Fund and the Reserve Fund and to make the deposits into the Bond Fund and the Reserve Fund as hereinabove required.

(b) In order to assure full and continuous performance of the covenants contained by sub-section (a) of this Section with a margin for contingencies and temporary unanticipated reduction in Revenues, the Issuer hereby covenants and agrees that it will, at all times while any of the Bonds shall be outstanding, continue in effect and establish, fix, prescribe and collect rates and charges for the sale or use of System services furnished by the Issuer which, together with any other income, are reasonably expected to yield Net Revenues equal to at least 1.25 times the aggregate annual debt service on all Bonds issued hereunder and Future Parity Bonds which will be outstanding in the forthcoming year.

(c) If at any time the Revenues arising from such rates, fees and charges, as appropriate, shall not be sufficient to make all such payments promptly as herein required, the Issuer shall revise the rates, fees and charges, as appropriate, to the users of System services so that such deficiency will be remedied before the end of the next ensuing Year. If the Issuer shall fail to revise such charges as herein required, the registered owners of not less than ten percent (10%) in aggregate principal amount of the Outstanding Bonds, whether or not any of the Bonds shall then be in default, shall have authority, to the extent permitted by law, to bring an appropriate action in any court of competent jurisdiction to compel the Governing Board to carry out the provisions of this Section.

Section 5.4. Delinquencies; Single Billing.

(a) If any delinquent charge for System services, with applicable penalty and interest, is not paid in full within 60 days from the date on which the charge has become delinquent, the Issuer will, when appropriate and necessary to effect collection, cause all System services to be discontinued to the delinquent customers or premises, or forbid further use of such services by such customers or premises, to the extent permitted by law, until such delinquency, with penalties and interest has been paid in full. The Issuer further agrees in addition to the foregoing that it will do all things and exercise all remedies legally available to assure the prompt payment of all charges made for System services.

(b) The Issuer further covenants and agrees, to the extent permitted by law, that the Issuer will bill each customer receiving System services in a single bill, will refuse to accept payment for any of such services unless payment for the other services is also made, and if payment for any of such services is permitted to become delinquent and remain so for a period of 60 days, will treat such delinquency as provided in subsection (a) of this Section.

(c) If any customer or user of System services shall become delinquent for more than six months in the payment of his charges for such services, the Issuer agrees that, in addition to all of the remedies for which provision is made in this Master Resolution, the Issuer will proceed immediately, and it is hereby authorized to proceed, with a suit at law or in equity against such customer or user to recover the amount of any such delinquent charges, together with penalties and interest to the extent permitted by law.

Section 5.5. Consideration Required for Services. The Issuer will not permit System services to be supplied to any person, firm or corporation, public or private, or to any public agency or instrumentality including the Issuer without due consideration to be received in exchange therefor.

Section 5.6. Observance of Laws and Regulations; Permits, Licenses and Claims.

(a) The Issuer will well and truly keep, observe and perform all valid and lawful obligations or orders or regulations now and hereafter imposed on it by contract, or prescribed by any law of the United States of America or of the State of Utah, or by any officer, board or commission having jurisdiction or control over the Issuer or the System or both, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the Issuer, including its right to exist and carry on business, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired; provided, however, that the Issuer shall not be required to comply with any such orders so long as the validity or application thereof shall be contested in good faith.

(b) The Issuer shall at all times undertake reasonable efforts to perfect, and protect and maintain rights of any kind, all purchase contracts of any kind, and all permits, licenses and

claims, necessary for the operation of the System.

Section 5.7. Payment of Taxes and Claims. The Issuer will, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon any of the properties of the System or upon the Revenues when the same shall become due, and will duly observe and conform to all valid requirements of any governmental authority relative to any such properties. The Issuer will keep the System and all parts thereof free from judgments, mechanics' and materialmen's liens (other than those arising by mere operation of law from the construction of the Project and other improvements to the System which are promptly discharged in due course) and free from all other liens, claims, demands and encumbrances of whatsoever prior nature or character, to the end that the priority of the lien of this Master Resolution on the Revenues may at all times be maintained and preserved, and free from any claim or liability which might embarrass or hamper the Issuer in conducting its business.

Section 5.8. Accounts and Reports.

(a) The Issuer will maintain and keep proper books of record and accounts separate and apart from all other records and accounts of the Issuer, in which there shall be made full and correct entries of all transactions relating to the System and the Revenues. Not later than 90 days after the close of each fiscal year, the Issuer will cause an audit of such books and accounts to be made by an independent public accountant, or state auditing official, if appropriate, showing the receipts of and disbursements made for the account of the System. Each such audit, in addition to whatever matter may be thought proper by the accountant to be included therein, shall include the following:

- (1) A statement in detail of the income and expenditures of the System for such fiscal year;
- (2) A balance sheet as of the end of such fiscal year;
- (3) The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Master Resolution, and the accountant's recommendations for any change or improvements in the operation of the System;
- (4) A list of the insurance policies and fidelity bonds in force at the end of such fiscal year, setting out as to each policy and bond that amount of the policy, the risks covered, the name of the insurer and the expiration date;
- (5) The number and type or class, if applicable, of customers of the System, and the number of connections, if applicable, to the System;
- (6) The amount of money in each of the funds created in Article V hereof at the end of such fiscal year and the amount of money paid into and expended from each of said funds

during such fiscal year;

(7) To the extent applicable, a statement of all schedules of rates in effect at the close of the fiscal year and the aggregate dollar amount billed for the System services during such fiscal year and the Revenues received from charges for System services by types or classes of customers, if applicable;

(8) A list of the official titles of the Executive Officer and the City Recorder and members of the Governing Board, and the name of each person occupying said positions; and

(9) A general statement concerning any events or circumstances which might affect the financial status of the System.

All expenses incurred in the making of the audits required herein shall be regarded and paid as Expense of Maintenance and Operation. The Issuer further agrees to furnish a copy of each such audit to each Bondholder who shall request the same in writing. Any registered owner of any of the Bonds shall have the right to discuss with the accountant making the audit the contents of the audit and to ask for such additional information as he may reasonably require in connection with such audit. The Issuer agrees that said books of record and account herein referenced, and any and all other books, records and accounts of the Issuer relating to the System, shall at all reasonable times be open to inspection by any registered owner of any of the Bonds or their representatives duly authorized in writing, during normal business hours.

(b) The Issuer shall send a copy of each annual audit to the Utah Permanent Community Impact Fund Board without prior request or any notice to do so by the State or Government.

Section 5.9. Insurance and Fidelity Bonds.

(a) The Issuer agrees to procure and maintain, or cause to be procured and maintained, insurance on the System and public liability insurance in such amounts and against such risks as are usually insurable in connection with similar systems and as is usually carried by municipalities operating similar systems.

(b) The Issuer further agrees to procure and maintain, or cause to be procured and maintained, adequate fidelity insurance or bonds on the positions of Executive Officer, City Recorder and on any other person or persons handling or responsible for funds of the Issuer related to the System.

(c) The provisions of this Section relating to the procurement and maintenance of insurance are subject to the condition that insurance of the type described herein is obtainable at reasonable rates and upon reasonable terms and conditions.

Section 5.10. Against Sale or Other Disposition of System Property Except Under Conditions. The Issuer will not sell, lease, encumber, alienate or in any manner dispose of the System or any substantial part thereof until all of the Bonds have been paid in full; provided, however, that nothing herein contained shall be construed to prevent disposal by the Issuer, upon prior written notice to the registered owners of the Bonds, of property which it deems has become inexpedient to use in connection with the System, when other property of equal value is substituted therefor.

Section 5.11. Against Competition with System Services. The Issuer, so far as it legally may, covenants and agrees that it will not operate or grant a franchise for the operation of any system competing with the System within the boundaries of the Issuer as long as any of the Bonds are Outstanding.

Section 5.12. Future Parity Bonds.

(a) The Issuer will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Revenues, unless such other bonds or obligations are made subordinate to the Bonds herein authorized; provided that at any time Future Parity Bonds may be authorized by resolution of the Governing Board if all the following conditions are met:

(1) The Issuer is in full compliance with all of the covenants and undertakings in connection with all Bonds of the Issuer then Outstanding and payable from the Revenues of the System;

(2) The Annual Net Revenues of the System for the 12 consecutive months ending with the calendar month next preceding the adoption by the Governing Board of the resolution authorizing the issuance and confirming the sale of the Future Parity Bonds, as shown by an audit rendered by an independent public accountant employed by the Issuer, when added to the estimated amount of the increase in such Annual Net Revenues for the first full twelve-month period in which the improvements, extensions, additions or betterments to the System to be acquired with the proceeds of the Future Parity Bonds will be in operation (such estimated amount to be evidenced by a certificate of an independent consulting engineer approved by the Governing Board of recognized skill and experience in the field of engineering matters related to the construction and maintenance of systems similar to the System), are equal to at least 1.25 times the maximum annual debt service on (I) all Series 2023 Bonds and Future Parity Bonds then outstanding plus (ii) the Future Parity Bonds then proposed to be issued;

(3) If the Future Parity Bonds are to be issued solely for the purpose of refunding a portion of the Bonds then outstanding then, for the purpose of making the calculation required under the foregoing paragraph, the maximum annual debt service on the Outstanding Bonds in any future Year shall take into consideration only Bonds that will remain outstanding after the issuance of such Future Parity Bonds, provided that if before the

issuance and delivery of such Future Parity Bonds all of the Bonds theretofore issued will have been retired, nothing herein contained shall limit or restrict the issuance of any such Future Parity Bonds;

(4) Future Parity Bonds may be issued only for the purpose of acquiring, constructing, improving or extending the System, or for the purpose of refunding any outstanding Bonds, or for any combination of such purposes;

(5) The resolution authorizing the issuance of such Future Parity Bonds shall provide that the last maturity date of the Future Parity Bonds shall not be earlier than the last maturity date of any Bonds theretofore issued and then outstanding and shall provide for fixed serial maturities or mandatory minimum sinking fund payments, of any combination thereof, in such amounts as will be sufficient to provide for the payment or retirement of all such Future Parity Bonds on or before their respective maturity dates; and

(6) The payments required to be made into the various funds provided in Article V hereof must be current at the time of the issuance of such Future Parity Bonds;

(b) A certificate evidencing compliance with the foregoing requirements of this Section signed by the Executive Officer and attested and countersigned by the City Recorder shall be delivered to the State so long as it is the registered owner of any of the Bonds and to any other registered owner of any of the Bonds requesting a copy thereof, prior to the issuance of any Future Parity Bonds.

Section 5.13. Rights and Remedies of Bondholders.

(a) The registered owner of any outstanding Bonds from time to time shall be permitted the exercise of all rights and powers to which such registered owner is entitled under the Constitution and laws of the State of Utah.

(b) In addition to all other rights afforded by the Constitution and laws of the State of Utah, to the extent permitted by law, the Issuer agrees that the registered owner of any outstanding Bonds shall have the right (i) to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the officials of the Issuer to charge and collect rates for services supplied by the System sufficient to meet all requirements of this Master Resolution, and (ii) if any of the Bonds shall be permitted to default as to payment of principal, prepayment premium, if any, and interest, if any, thereon to apply to a court of competent jurisdiction to appoint a receiver for the System.

(c) Further, in the event of default the bondholder has the remedy to impose interest on the total outstanding principal balance of the Series 2023 Bond at the rate of 18% per annum until the default is cured.

Section 5.14. Master Resolution to Constitute Contract Between the Issuer and the Holders of the Bond. The provisions of this Master Resolution shall constitute a contract between the Issuer and the registered owners from time to time of the Bond. After the issuance of any such Bond, no change, variation or alteration in the provisions of this Master Resolution may be made, except as provided in Article VII hereof. The provisions of such contract shall be enforceable by appropriate proceedings to be taken by any of such registered owners either at law or in equity, to the extent permitted by law.

Section 5.15. Compliance with Master Resolution. The Issuer will not issue, or permit to be issued, any bonds or other obligations in any manner other than in accordance with the provisions of this Master Resolution and will not suffer or permit any default to occur under this Master Resolution, but will faithfully observe and perform all of the covenants, conditions and requirements hereof. The Issuer will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Master Resolution and for the better assuring and confirming to the registered owners of the Bonds of the rights, benefits and security provided in this Master Resolution. The Issuer for itself, its successors and assigns represents, covenants and agrees with the registered owners of the Bonds, as a material inducement to the purchase of the Bonds, that so long as any of the Bonds shall remain outstanding and the principal thereof, prepayment premium, if any, or interest, if any, thereon shall be unpaid or unprovided for, it will faithfully perform all of the covenants and agreements contained in this Master Resolution and the Bonds.

Section 5.16. Power to Issue Bonds and Pledge Revenues and Funds; Power to Own the System and Collect Rates and Fees; Ownership of Project. The Issuer is duly authorized under all applicable laws to create and issue the Bonds and to adopt this Master Resolution and to pledge the Revenues purported to be pledged by the Master Resolution in the manner and to the extent provided herein. The Bonds and the provisions of this Master Resolution are and will be the valid and legally enforceable obligations of the Issuer in accordance with the terms of the Bonds and the terms of this Master Resolution. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues under this Master Resolution and all the rights of the registered owners of the Bonds under this Master Resolution against all claims and demands of all persons whomsoever. The Issuer has, and will have so long as any Bonds are outstanding, good, right and lawful power to acquire, construct, improve, extend and own the Project and the System and to fix and collect rates, fees and charges, as appropriate, in connection with the System. The Issuer will, so long as any Bonds are Outstanding, own and operate the Project.

ARTICLE VI

MODIFICATION OR AMENDMENT OF MASTER RESOLUTION

Section 6.1. Amendments Permitted. The registered owners of seventy-five percent (75%) in principal amount of the outstanding Bonds (not including any Bonds which may then be held or owned by or for the account of the Issuer), shall have the right from time to time to approve the

adoption by the Governing Board of any amendment to this Master Resolution which may be deemed necessary or desirable by the Governing Board; provided, however, that nothing herein contained shall permit or be construed to permit the modification of the terms and conditions in this Master Resolution or in the Bonds so as to:

- (1) Make any change in the maturity of the Bonds;
- (2) Reduce the rate of interest borne by any of the Bonds;
- (3) Reduce the amount of the principal payable on the Bonds;
- (4) Modify the terms of payment of principal of, prepayment premium, if any, or interest, if any, on the Bonds or impose any conditions with respect to such payment;
- (5) Affect the rights of the registered owners of less than all of the Bonds then Outstanding;
and
- (6) Make any change in the provisions of this Article.

Section 6.2. Notice of Proposed Amendment; Consent of Bondholders.

(a) If at any time the Governing Board shall have proposed an amendatory resolution, it shall cause the notice of the proposed adoption of such resolution to be sent by registered mail to the registered owners of the Bonds then Outstanding. No notice by publication shall be required.

(b) Whenever at any time within one year from the date of the mailing of said notice, there is filed in the office of the City Recorder an instrument or instruments executed by the registered owners of at least seventy-five percent (75%) in principal amount of the Bonds then Outstanding, specifically consenting to and approving the adoption of the amendatory resolution; thereupon, but not otherwise, said resolution shall become effective and the provisions thereof binding upon the registered owners of all of the Bonds then outstanding and no registered owners of any Bond then outstanding, whether or not he shall have consented to or shall have revoked any consent as in this Article provided, subject to the limitations of the subsequent paragraph, shall have any right to object to the adoption of such amendatory resolution or to the operation of any of the terms and provisions thereof.

(c) Any consent given by the registered owners of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of six months from the date of the mailing of the notice aforesaid and shall be conclusive and binding upon all future registered owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of mailing of such notice by the registered owners who gave such consent, or by a successor in title, by filing notice with the Governing Board in form satisfactory to the Governing Board of such revocation of consent, but such revocation shall not be effective if the registered owners of seventy-

five percent (75%) in principal amount of the Bonds then Outstanding have prior to the attempted revocation consented to and approved the amendatory resolution.

(d) Proof of the execution of any such instrument of consent or the ownership by any person of such Bonds shall be conclusive, if made in the manner provided in this Article. The fact and date of the execution by any person of any such instrument of consent may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgment of deeds, certifying that the person signing such instrument of consent acknowledged to him/her the execution thereof.

(e) The amount and number of Bonds owned by any person executing any such instrument of consent and the date of his holding the same may be proved by a certificate executed by any bank, trust company or member of the New York Stock Exchange, showing that on the date therein mentioned such person had on deposit with or exhibited under the claim of ownership to such bank, trust company or member of the New York Stock Exchange the Bonds therein described. The Governing Board may nevertheless in its discretion require further proof in cases where it deems further proof desirable.

ARTICLE VII

COVENANT AGAINST ARBITRAGE

Section 7.1. The Issuer covenants and agrees that, so long as the Bonds are outstanding, it will not take or omit to be taken, or permit to be taken or omitted to be taken, any action which will cause the interest on the bonds to be subject to federal income taxation. Without limiting the generality of the foregoing sentence, the Issuer in furtherance of the foregoing, covenants and agrees that it will not use or invest or cause to be used or invested any of the proceeds of the Bond in any manner which will cause the Bond to be an "arbitrage bond" within the meaning of Code Section 103 of the Internal Revenue Code as amended, and applicable regulations, including without limitations contained in an "Arbitrage Certificate" or other certificates of the Issuer delivered to the purchaser at the time of and in connection with the issuance and delivery of the Bond.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Discharge of Indebtedness. Any Bond and Future Parity Bonds shall not be deemed Outstanding when:

- (1) It is cancelled because of payment or prepayment prior to maturity; or
- (2) Cash funds for the payment or prepayment of such Bond or Parity Bond shall have been theretofore deposited with the Depository for such Bond or Parity Bond, respectively (whether upon

or prior to maturity of or the prepayment date established for such Bond or Parity Bond); provided that if the Bond or Parity Bond is to be prepaid prior to maturity, notice of such prepayment shall have been given or waiver of such notice shall have been filed with the Issuer by the registered owner of the Bond or Parity Bond, respectively, to be prepaid and there shall have been deposited irrevocably and arrangements shall have been made with the Depository to assure payment of all fees and expenses of the Depository to become due on and prior to the maturity or prepayment date, with no monies to be invested in any investments but direct obligations of or obligations guaranteed by the United States of America, maturing and bearing interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due.

Section 8.2. Execution of Escrow Agreement. The Executive Officer and the City Recorder are hereby authorized and directed to execute and deliver an Escrow Agreement to the parties thereto, with such changes, if any, as the Executive Officer may direct prior to such execution and delivery. Said execution of the Escrow Agreement shall constitute conclusive evidence of the approval thereof by the Executive Officer.

Section 8.3. Depository. The Depository hereunder shall be a Qualified Depository. If at any time the Depository hereunder shall cease to be a Qualified Depository, the Issuer shall, as soon as reasonably practicable, select a successor thereto who shall be a Qualified Depository.

Section 8.4. Resolution Not to be Construed to Make the Bond an Indebtedness of the Issuer. Nothing in this Master Resolution shall be construed in such a manner as to result in making the Bond an indebtedness of the Issuer, and if it shall ever be held by any court of competent jurisdiction that any or all of the provisions of this Master Resolution are invalid or that the enforcement of the provisions of this Master Resolution would make the Bond invalid or unenforceable, said provisions of this Master Resolution shall be considered to be null and void.

Section 8.5. Partial Invalidity. If any one or more articles, sections, paragraphs, clauses or provisions of this Master Resolution or the application thereof to any person or circumstances are held to be invalid by final decision in any court of competent jurisdiction, such invalidity shall not affect the other articles, sections, paragraphs, clauses and provisions of this Master Resolution which can be given effect without the article, section, paragraph, clause or provision so held to be invalid or the application of which is held to be invalid and shall not affect the application of such article, section, paragraph, clause or provision to other persons or circumstances and to this end the provisions of this Master Resolution are declared to be severable.

Section 8.6. Article and Section Headings. All references herein to "Articles", "Sections" and subdivisions are to the corresponding articles, sections or words of similar import refer to this Master Resolution as a whole and not to any particular Article, Section or subdivision hereof. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience or reference and shall not affect the meaning, construction or effect of this Master Resolution.

Section 8.7. Publication of Notice of Bonds to Be Issued. In accordance with the provisions of Section 11-14-316, Utah Code Annotated, 1953, as amended, the Secretary has heretofore caused "Notice of Bonds to be Issued" to be published one (1) time in the Millard County Chronicle Progress, a newspaper having general circulation in Delta, Utah, which is hereby confirmed and ratified.

Section 8.8. Conflicting Resolutions. All resolutions and parts thereof in conflict herewith and hereby repealed to the extent of such conflict.

Section 8.9. Effective Date. Immediately after its adoption, this Master Resolution shall be signed by the Mayor and the City Recorder shall have the official seal of the Issuer impressed or imprinted hereon, shall be recorded in a book kept for that purpose and shall take immediate effect.

ADOPTED as of the ____ day of _____, 2023.

DELTA CITY

By _____
Mayor

ATTEST AND COUNTERSIGN:

By _____
City Recorder

[SEAL]