

## **BROOK VIEW INFRASTRUCTURE FINANCING DISTRICT**

### **INITIAL MEETING**

March 10, 2025 at 2 p.m.

MEETING LOCATION: 2143 W. 700 N. Ste. 1, Marriott-Slaterville, UT 84404

*This meeting is open to the public and may be joined using the following information:*

LINK: [Join the meeting now](#)

MEETING ID: 251 314 406 544

DIAL IN: 720-721-3140

PHONE CONFERENCE ID: 150 736 102#

<b><u>Trustees</u></b>	<b><u>Terms</u></b>
David Laloli	Term from November 18, 2024 to 6 years from appointment
Scott Martini	Term from November 18, 2024 to 4 years from appointment
Beverly Martini	Term from November 18, 2024 to 6 years from appointment
Vacant	Term from November 18, 2024 to 4 years from appointment
Vacant	Term from November 18, 2024 to 6 years from appointment

### **NOTICE OF INITIAL MEETING AND AGENDA**

1. Call to Order/Declaration of Quorum
2. Preliminary Action Items
  - a. Election of District Chair
  - b. Election of District Treasurer/Vice Chair
  - c. Election of District Clerk/Secretary
  - d. Election of Recording Secretary
  - e. Consider Approval of Agenda
3. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
4. Action Items
  - a. Engagement Letters
    - i. Approval of Engagement Letter with Fier Law Group for Legal Services
    - ii. Approval of Special Bond Fee Disclosure Letter with Fier Law Group

iii. Approval of Engagement Letter with Pinnacle Consulting Group, Inc. for District Management & Administration and Accounting Services

iv. Approval of Proposal for Engineering Services with The Connexion Group, LLC

1. Approval of Independent Contractor Agreement with The Connexion Group.

v. Approval of Engagement Letter with D.A. Davidson & Co. as Underwriter

vi. Approval of Engagement Letter with Gilmore & Bell, PC as Bond Counsel

b. Resolutions

i. Adoption of Resolution Adopting a Conflicts of Interest Policy

ii. Adoption of Resolution Adopting Rules of Order and Procedure

iii. Adoption of a Resolution Adopting Written Procedures Governing Electronic Meetings

iv. Adoption of a Resolution Adopting a Public Records Policy

v. Adoption of Annual Administrative Resolution (2025)

c. Approval of Written Certification to State Auditor

d. Tentative Budgets

i. Adoption of Tentative Operating and Capital Budget for 2025 and Set Public Hearing Date to take Public Comment on Same

e. Authorize Trustees to obtain public surety bonds, as required, through the Utah Local Governments Trust in the amount of \$5,000 for the District Treasurer and \$1,000 each for the District Chair and District Clerk

5. Administrative Non-Action Items

a. Board Training – Open and Public Meetings Act

b. Training required by state auditor for New Board Members:  
<https://training.auditor.utah.gov>

6. Adjourn



**AJ Green**  
Managing Partner  
aj@fierlawgroup.com

Fier Law Group, LLC  
1148 W. Legacy Crossing Blvd, Suite 350  
Centerville, Utah 84014  
United States  
fierlawgroup.com

November 4, 2024

**VIA EMAIL**

**Brook View Infrastructure Financing District**

2273 North 2825 West  
Plain City, UT 84404  
Attention: David Laloli  
Email: [dave@alsdevelopment.net](mailto:dave@alsdevelopment.net)

*Re: Engagement of Fier Law Group for Legal Services as District Counsel for the Brook View Infrastructure Financing District (the “**District**”) in relation to District creation and compliance throughout the life of the District*

Dear David:

Thank you for selecting Fier Law Group, LLC (“**the Firm**” or “**we**” or “**us**”) to serve as legal counsel for the District. We appreciate your confidence. The purpose of this engagement letter (the “**Agreement**”) is to outline the nature of the engagement and the Firm’s respective responsibilities and expectations under this Agreement.

***Scope of Representation***

You have engaged the Firm to advise and represent the Brook View Infrastructure Financing District (the “**District**” or “**you**”). The scope of this engagement is limited to providing legal support and services that consist of the following: (i) performing the necessary work to set up and form/create the District with Weber County and the State of Utah, and (ii) conducting the work required to keep the District in compliance with applicable laws and regulations throughout the life of the District, including ensuring annual audits are correctly performed (the “**Services**”). The Services may be expanded upon written mutual agreement between you and the Firm in the event you have a need for the Firm to review other legal documents or agreements. It does not include any other actual or potential litigation, appeals, arrangements, or transactions that may arise outside of the Services outlined above.

The Services will be performed by the Firm’s attorneys, employees or independent contractors of the Firm and the fee below is based on the Firm representing the District for the Services described above. The Firm’s representation may be expanded if the parties separately agree in writing to do so. After this engagement is concluded, the Firm has no further obligation to advise you. As such, if there are any later legal developments that may impact your future rights and liabilities, including changes in the applicable laws or regulations, you will have to engage us separately to advise on such developments.



### ***No Assurance of Results***

The outcome of any legal matter is subject to inherent risks, factors and uncertainties beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of any legal matter.

### ***Fees***

In accordance with our ethical obligations and with the goal of establishing a positive working relationship, this Agreement confirms the scope of our representation and advises you of our fee structure and billing procedures. We have agreed that the fee for the Services to create and establish the District will be a total of \$40,000.00 payable as follows: \$7,500 shall be paid upon execution of this Agreement as a retainer fee and the remainder of the \$40,000 total shall be due and payable in full at the time that District creation is complete and the bonds to fund the District are issued. The initial \$7,500 payment may be paid by David Laloli or one of his associated companies as such payment will be made prior to the completion of the District's creation, but it is anticipated that amount shall be reimbursed when the bonds fund. Following the establishment of the District, Fier Law Group will continue to serve as District Counsel in exchange for payment at either its attorney and staff hourly rates or at a flat rate determined by the mutual agreement of Fier Law Group and the District based on the anticipated work. It is expressly understood that this fee is based upon the scope of engagement as defined above. Any expansion of the scope of Services shall be the subject of a supplementary or separate engagement letter, which defines the scope of such additional services to be performed and the fees to be paid for such additional services.

### ***Expenses***

In the course of providing Services to you, we may incur expenses for Services including filing documents with various governmental authorities, printing, photocopying, and other expenses for which we will be reimbursed but any such reimbursable expenses must be approved by you prior to such expenditures.

### ***Billing***

We will bill you in accordance with the payment schedule set forth above, which invoices will be due upon receipt. A finance charge of twelve percent (12%) per annum will accrue on any amount not paid within thirty (30) days after the date of invoice.

### ***Waiver***

Conflicting matters may arise that require your consent. If such a matter arises, you will consider in good faith consenting to the conflict and you are favorably inclined to provide such consent absent unusual circumstances.



### ***Termination of the Representation***

Upon written notice to the Firm, you shall have the right at any time to terminate our Services and representation under this Agreement. Such termination, however, shall not relieve you of the obligation to pay all outstanding balances plus all out-of-pocket expenses that we paid on your behalf.

We have the right to terminate this engagement for good cause, subject to an obligation to give you reasonable notice to permit you to obtain alternative representation and subject to applicable ethical provisions. Good cause means (a) your failure to honor the material terms of the engagement or (b) circumstances where our continued representation would be unlawful or unethical. We will provide reasonable assistance in effecting a transfer of responsibilities to new counsel.

### ***Client Documents***

During the engagement, we will maintain all documents relevant to this representation. At the conclusion of this engagement, we will retain your original documents for a period of five (5) years unless you request that they be returned to you. If you have not requested possession of the file or any of its contents at the end of five (5) years, the file will be destroyed in accordance with our record retention program.

### ***Representation of Entities***

The Firm will respond to the instructions of the District Board or other persons designated by you or whom the Firm believes to be the duly authorized representatives of the District. The Firm has no independent obligation to verify such authority.

### ***Communication***

It is important for us to maintain open communication with each other throughout the engagement. We will regularly keep you informed of the status of the matter and will promptly notify you of any major case developments. We will consult with you whenever appropriate. You agree to communicate with and provide us with complete and accurate information as needed to further the case. You will timely notify us of any changes in the structure of your organization, changes to the personal information or residence of any individuals related to this matter, or any extended periods of time when you will be unavailable.

Unless you specifically direct us otherwise, we may use mobile phones, email, and facsimile machines in the course of this engagement. Our email and facsimile transmissions may not be encrypted so the use of such forms of communication under current technologies may place confidential or privileged information at risk. Similarly, the use of mobile phones may



place confidential or privileged information at risk. By signing below, you consent to our use of these forms of communication.

### ***Cooperation***

You will assist and cooperate fully with us with respect to this engagement. In connection with this engagement, you will be available to discuss issues as they arise, comment on, and approve draft documents we prepare, and attend and participate in meetings, preparation sessions, court proceedings, and other activities. You also agree to be truthful and to fully and accurately disclose to us all facts that may be relevant to the matter or that we otherwise may request. You will timely provide any new information that you receive about the matter so that we can represent you effectively.

### ***Standards of Professionalism and Civility***

Utah has adopted Standards of Professionalism and Civility that govern the conduct of lawyers. The Firm adheres to such standards.

### ***Agency Designation***

You hereby designate David Laloli as agent(s) of your company with whom we can communicate regarding this representation.

### ***Privacy***

While providing legal services to you, we may receive nonpublic personal information about you. All such information will be held in strict confidence and will not be disseminated to any person or entity outside the Firm without your consent unless such disclosure is required under the applicable law. We may store some or all of your files on a variety of platforms, including third-party cloud-based servers. Although we take every precaution to make sure these servers are encrypted and secure, there still is a risk that your confidential or privileged information may be disclosed. By signing below, you consent to our use of such storage services.

### ***Attorney-Client Privilege***

Generally, information we receive from you is subject to the attorney-client privilege. However, we may be under an independent ethical duty to reveal privileged information if (a) it involves the commission of illegal or fraudulent acts that are committed during this engagement, (b) it involves the intent to commit a crime, or (c) we are required to disclose the information by law or court order.



### ***Governing Law and Venue***

This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Utah, United States of America (including its statutes of limitations ), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Utah.

If a dispute arises between us, unless you are entitled to and elect to arbitrate your claims, all such matters shall be resolved by a court. You agree that the state or federal courts of Utah located in Salt Lake County shall be the exclusive forums for litigation concerning this Agreement or any aspect of our engagement. You consent to personal jurisdiction in such courts as well as service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by Utah law.

### ***Entire Agreement***

This Agreement constitutes the sole and entire agreement between us with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in this Agreement, the statements in this Agreement shall control.

Please review this Agreement carefully and let me know if you have any questions or concerns. If you agree to the terms of this Agreement, please sign it and return it to our attention. You may retain the enclosed copy for your files.

We appreciate the chance to be of service and look forward to working with you.

ACCEPTED and AGREED to:  
**Brook View Infrastructure Financing District**

Very Truly Yours,  
**Fier Law Group, LLC**

By: David Laloli  
David Laloli (Nov 7, 2024 14:51 MST)  
David Laloli, Trustee/Contact Sponsor

Date: 07/11/2024

By: AJ Green  
A.J. Green, Managing Partner

Date: 11/04/2024

# Brook View IFD\_Engagement Letter (District Counsel)\_2024.11.04

Final Audit Report

2024-11-07

Created:	2024-11-04
By:	Ashley Allsop (ashley@fierlawgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9A0f_SOu4irWCCCh3aIRfgNII-zizcsd

## "Brook View IFD\_Engagement Letter (District Counsel)\_2024.11.04" History

-  Document created by Ashley Allsop (ashley@fierlawgroup.com)  
2024-11-04 - 5:23:59 PM GMT
-  Document emailed to David Laloli (dave@alsdevelopment.net) for signature  
2024-11-04 - 5:24:04 PM GMT
-  Email viewed by David Laloli (dave@alsdevelopment.net)  
2024-11-07 - 9:46:00 PM GMT
-  Document e-signed by David Laloli (dave@alsdevelopment.net)  
Signature Date: 2024-11-07 - 9:51:15 PM GMT - Time Source: server
-  Agreement completed.  
2024-11-07 - 9:51:15 PM GMT



VIA E-MAIL

February 27, 2025

Brook View Infrastructure Financing District  
Attn: Fier Law Group  
1148 W. Legacy Crossing Blvd, Suite 350  
Centerville, Utah 84014

#### **PROPOSAL FOR DISTRICT ENGINEERING SERVICES**

The purpose of this letter is to define the scope of services The Connexion Group - Civil, LLC ("Connexion Group") will provide to Brook View Infrastructure Financing District (the "District"). We appreciate the opportunity to submit this proposal for consideration by the District's Board of Trustees.

The District has requested proposals from a District Engineer to substantiate costs related to the provisions of public infrastructure and verify that such costs are reasonable. The District intends to select the District Engineer based on competency, qualifications, and experience to provide the needed engineering services.

#### **WHY THE CONNEXION GROUP?**

Connexion Group understands districts and our team has ensured statutory compliance on hundreds of districts throughout Colorado and Utah. We deliver the highest caliber of service and leverage our vast experience, unbiased perspective, and attention to detail to do so. The key to our success is a team that understands the importance of effective project management, continued advancement, and communication. Our reputation is tied to every district we serve, and Connexion Group is committed to providing what is necessary to meet the needs of Brook View Infrastructure Financing District.

#### **PROPOSED SCOPE OF SERVICE**

***District Engineering Services*** – Connexion Group will serve as the District Engineer for the Project. As the District Engineer, we will provide a public improvement cost estimation report, cost certification reports, and any other engineering consulting services that the District may reasonably request. Upon acceptance of this proposal, the District authorizes Connexion Group to perform the services outlined in Attachment A. Connexion Group may submit additional proposals or task orders for work that is outside the outlined scope as requested by the District.

#### **COMPENSATION SCHEDULE**

Connexion Group will serve as the District Engineer on a Time and Materials basis. Under this arrangement, we will charge for our time and effort at the rates included below plus any additional costs assumed by Connexion Group during the engagement period to perform the services properly. Connexion Group records time in 15-minute increments at the rate we determine appropriate for the experience and capabilities required to complete our services. The Connexion Group will only charge for reasonable hours (based on the complexity, skill, time constraints imposed by the District, and results achieved) to complete the work.

Hourly rates and fees may be revised periodically without notice to reflect the current cost for delivery of the services provided. The current charge rate by position is as follows:

District Engineer	\$175.00/Hr.
Project Manager	\$160.00/Hr.
Project Engineer	\$140.00/Hr.
Project Administrator	\$115.00/Hr.
Mileage Reimbursement	IRS Standard mileage rate + 10%
Subconsultant Services	Cost + 10%



#### **PAYMENT TERMS**

Invoices will show the total time recorded per charge rate. We reserve the right to bill the District for our services performed by the direction of any individual board member or representative of the District, whether in person or in writing.

Connexion Group invoices monthly or on any reasonable basis we may determine necessary. The District agrees to make prompt payment of all outstanding invoices. We reserve the right to charge interest at the rate of 1.5% per month on the invoiced amounts 60 days after submission to the District until paid. Connexion Group may, upon five (5) days' notice to the District, suspend all services until paid in full and may terminate the agreement.

#### **MISCELLANEOUS**

Our services will be carried out by a professional engineer from Connexion Group. To ensure cost-effective delivery while maintaining the highest standards of service, Connexion Group may also engage other staff members or third-party consultants, subject to District approval, to assist in the execution of our services.

The District agrees to allow Connexion Group to use images and names of the District and Development for marketing purposes. The District understands that the services we may perform require certain documents to provide an opinion report and the District agrees to make their best efforts to provide these documents in a timely manner.

Thank you for your consideration. We look forward to a positive working relationship.

Sincerely,

A handwritten signature in dark ink that reads "Chase Hanusa".

Chase Hanusa, PE  
Principal

**Public Improvement Cost Estimation**– Connexion Group will review the relevant documents provided by the Developer or District representations to identify which improvements are eligible for District Financing. We will prepare a cost estimate of the proposed civil infrastructure and allocate such costs as public or private expenditures. If requested, we will provide a corresponding exhibit showing the approximate improvement locations. The exhibit is to serve as a graphic aid for the estimate and demonstrating the public improvement locations.

**Cost Certification Report** –Connexion Group will prepare a report certifying to the District that that in our professional opinion, the costs included as part of the report are eligible for funding by the District, reasonable, and comparable to similar developments. To provide this report, we anticipate the following actions will be required:

- **Project Meetings:** As part of the Cost Certification process, Connexion Group anticipates the need to hold a kick-off call to discuss our process with the Client. In addition to the kick-off call, it is anticipated that follow-up meetings will be necessary to complete the report.
- **Reference Document Review:** Connexion Group will review the Development Agreement, Governing Document, Construction Drawings, and Plat to determine which improvements are public in nature and eligible for funding by the District. The Connexion Group can review any other applicable documents impacting eligibility or cost sharing that the District or Developer may be party to.
- **Invoice Review:** Connexion Group will review the invoices and other material presented to substantiate the District Eligible Costs.
- **Quantity and Unit Cost Comparison:** Connexion Group will perform select construction drawing take-offs to verify that the invoiced quantities generally match what is shown on the drawings. Select unit costs will be compared to similar developments to confirm overall reasonableness. Alternatively, the Connexion Group may compare overall Project costs to similar sized developments located in reasonable proximity to determine overall reasonableness.
- **Site Observation:** Connexion Group may determine that it is necessary to visit the site to verify the status of construction and review the condition of the improvements being certified. While The Connexion Group will rely on information provided from the county, city, or design engineer for compliance with specifications, we reserve the right to review the condition of improvements prior to certifying the costs related to those improvements.
- **Report Delivery:** Connexion Group will draft a report detailing our process, the materials reviewed, assumptions made, and our resulting findings regarding the total District Eligible Costs.

**Other Services** – Please do not hesitate to contact us with any needs or requests as we may be able to help. Connexion Group has extensive experience working with special districts and the scopes listed above are not inclusive of all services offered. When services are requested by the Developer or their representative, Connexion Group reserves the right to perform the service prior to written approval and the Developer in turn agrees to approve the requested at the same terms. While Connexion Group may perform any requested service with verbal direction, we may request the service to be directed in writing following any conversation regarding the matter. In the event the services requested are not able to be provided by Connexion Group, we may be able to recommend another trusted firm for you.

**ATTACHMENT C: ADDITIONAL SERVICES COMMONLY PROVIDED BY THE CONNEXION GROUP**

**Infrastructure Conveyance Report** – The Connexion Group will prepare a report with our recommendation regarding the conveyance of infrastructure to the District for ownership and maintenance.

**Cost Share/Allocation** – The Connexion Group will review the public infrastructure, determine the benefit of the specific infrastructure elements to the parties, and make a recommendation on the allocation of costs. The Connexion Group is familiar with a wide range of allocation methodologies and can provide the Districts with various alternatives if desired.

**Airborne Imagery** – The Connexion Group will utilize unmanned aircraft to create high-quality bird's-eye view images and/or videos that focus on landscapes and surface objects. Imagery can be taken at set intervals to document construction progress. The images and video will be provided as a downloadable link to the District.

**Minimum Cost Confirmation** – The Connexion Group will review existing cost estimates of the public infrastructure and improvements to be financed by the District and confirm they exceed a set dollar amount. Our statement will be based on a review of construction contracts, quotes and preliminary engineering estimates provided by the Developer for the type and location of said proposed improvements.

**Town Reimbursement Requests** – The Connexion Group will review the development agreement (or similar), applicable code, construction documents, and costs to prepare a report requesting reimbursement for eligible improvements (typically those that benefit both offsite properties and the District). The report can include but is not limited to our findings regarding completion, fair market value, and allocation of the costs. The Connexion Group can attend meetings with the appropriate parties or jurisdictions as part of this scope of services.

**Schedule of Value/Cost Estimation** – The Connexion Group will review the construction documents to determine schedule of value line items and quantities. The line items will include items typically used by contractors to bid civil infrastructure projects. If desired, the schedule of values can be used for the purpose of soliciting contractor bids or verification contractor provided quantities are within reason. Although we strive to be as accurate as possible during quantity tabulation, we cannot guarantee they will match those required to complete the project. We can apply unit costs seen on similar projects for the purpose of determining an approximate civil infrastructure cost.

**Development of District Rules and Regulations Regarding Civil Infrastructure** – The Connexion Group can offer the District assistance in developing rules and regulations surrounding public infrastructure owned and/or operated by the District. This may include but is not limited to recommendations regarding best practices, scheduling, ownership demarcation, or special use cases.

**Reserve Study** – Connexion Group will review the proposed plans to determine which improvements are to be district-owned and project future repair and replacement costs. In addition, we will assess the current condition of existing infrastructure assets and include them as part of the reserve study findings. By evaluating the long-term financial needs of these assets, the reserve study will provide a detailed plan for the accumulation of funds required to maintain and replace infrastructure over time, helping to ensure the continued functionality, safety, and value of the property or community.

**Construction Administration** – Connexion Group will provide construction administration services on behalf of the District. As part of this we can provide:

- Project Bidding
- Project Contracting
- Pay Application Creation & Review
- Change Order Review & Project Support
- Contract Closeout

## INDEPENDENT CONTRACTOR AGREEMENT BROOK VIEW INFRASTRUCTURE FINANCING DISTRICT

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This INDEPENDENT CONTRACTOR AGREEMENT, which term includes any and all exhibits attached hereto and amendments executed as provided herein (the “**Agreement**”), is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between **Brook View Infrastructure Financing District**, a Utah infrastructure financing district (the “**Client**”), and **The Connexion Group – Civil LLC**, a Colorado limited liability company (the “**Contractor**”). The Client and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

WHEREAS, the Client desires to engage the Contractor as an independent contractor to perform certain Services as defined and set forth in more detail in this Agreement, including **Exhibit A**; and

WHEREAS, the Contractor has agreed to perform the Services pursuant to the provisions, requirements, obligations, rights, and similar conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### AGREEMENT

#### TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period, in the same geographic area, and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to any residents, tenants, occupants, and invitees within the defined area where the Contractor will perform the Services. **Exhibit A** may take any form, including forms which may include price and payment terms and may be amended as set forth herein. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in **Exhibit A** shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Client in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the Client through its Board of Directors. The Client agrees and acknowledges that the Contractor may rely upon any instructions, including authorization to perform Services, authorization to perform additional services that are outside the scope set forth on **Exhibit A**, authorization to incur costs and expenses, and similar directives that come from any member of the Client’s Board of

Directors, any officer or manager of Client, or an authorized representative designated by Client. All such directives must be in writing and shall be binding upon the Client. The Contractor shall not be obligated to make further inquiry of any such person.

2. TERM/RENEWAL. This Agreement shall be effective as of [ ] and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) [ ]. The Client may, by written agreement, extend the term of this Agreement, but all extensions shall be subject to the Contractor's price/rate increase schedule, as detailed below in this Agreement.

3. ADDITIONAL SERVICES. The Client may, in writing, request the Contractor to provide additional services not set forth in **Exhibit A**, in accordance with **Exhibit A** and at the rates set forth for additional services on **Exhibit A**, or as otherwise agreed by the Parties. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Client pursuant to a written service/work order executed by an authorized representative of the Client and the Contractor, an addendum to this Agreement or pursuant to instruction provided in accordance with Section 1 of this Agreement. If applicable, the Client shall ensure, prior to providing authorization to proceed with additional services, that the Client has appropriated funds sufficient to cover the additional compensable amount, and each authorization to proceed shall be a representation to the Contractor that such funds have been appropriated. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Client immediately of any and all damage caused by the Contractor to Client property and that of third parties. The Contractor will promptly repair or, at the Contractor's option, reimburse the Client for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the Client of all potential claims of which it actually becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Client the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors. Notwithstanding the foregoing, the Contractor shall not be obligated with regard to general safety precautions at the work site or the work of any other contractor.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; and (iii) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Client or any agent of the Client and not contained in this Agreement.

The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed as set forth in this Agreement.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner or as otherwise required by the completion schedule agreed to by the Parties, subject, in all cases, to delays caused or required by the Client. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt written notice to the Client of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Contractor agrees that it has complied and will continue to comply with all Laws applicable to the Services while providing Services under this Agreement. "**Laws**" means, to the extent applicable to the Services: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) applicable wage and hour laws, worker compensation laws, and immigration laws; and (vii) rules and regulations pertaining to public health and environmental matters.

d. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the Client. Review, acceptance, or approval by the Client of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Client, at the Client's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be entitled to reimbursement of expenses and compensation as provided in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the Client in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable as set forth in **Exhibit B**. The Client acknowledges that the Contractor may increase its rates and fees on an annual basis, but such increase shall not exceed 3% for any given year. The Contractor will provide the Client with not less than sixty (60) days prior notice of

changes in rates and fees and the Client will have the option, upon receipt of such notice, to terminate this Agreement as set forth in Section 18 below, but otherwise will be deemed to have accepted such new rates and fees. Concurrent with the execution of this Agreement, the Contractor shall provide the Client with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, or as otherwise is necessary, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the Client to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Client within sixty (60) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Client may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Client to do so. Notwithstanding the foregoing, Client may withhold payment for Services that are incomplete or that do not meet agreed-upon performance standards until any such incomplete work or deficiencies are corrected.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Client. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the Client, and shall be responsible for supervising its own employees or subcontractors. The Client is concerned only with the results to be obtained. The Contractor has the right to perform services for other clients during the term of this Agreement. The Client shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Client. **The Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity**



**other than the Client, and the Contractor is obligated to pay federal and state income taxes on moneys it earns pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. **CONTRACTOR'S INSURANCE.**

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Client, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Client as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Client may carry, and any insurance maintained by the Client shall be considered excess. The Client shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Client with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the Client and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Client to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. **CONFIDENTIALITY AND CONFLICTS.**

a. **Confidentiality.** Any information deemed confidential by the Client or that would reasonably be considered confidential and given to the Contractor by the Client, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Client deems confidential or which would reasonably be considered

confidential, or which the Client has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the Client. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Client; or (iii) independently developed by the Contractor without use of the Client's confidential information. Further, the foregoing shall not be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Client and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the Client shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Client may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined by applicable law; an employer, student, or military identification number; or a financial transaction device, as defined by applicable law. In compliance with applicable law, if any, the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Client, the Contractor agrees to notify the Client of conflicts actually known to the Contractor that impact the Contractor's provision of Services to the Client.

d. Survival of Confidentiality Obligations. The confidentiality obligations contained in this Section 12 above shall remain in effect for a period of at least three (3) years after termination of this Agreement.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the Client under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Client's request, the Contractor will provide the Client with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Client's use and shall provide such copies to the Client upon request.

14. LIENS AND ENCUMBRANCES. Unless permitted by applicable law, the Contractor shall not have any right or interest in any Client assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. If required by applicable law, the Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the Client's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit as to the payment and lien releases of all subcontractors, suppliers, and materialmen, but only as to those subcontractors, suppliers, and materialmen receiving payment directly from the Contractor, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Client. As to those subcontractors, suppliers, and materialmen receiving payment directly from the Contractor, the Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the Client and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "**Client Indemnitees**"), from and against those claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), but only those Claims, including reasonable legal expenses and attorneys' fees actually incurred, by the Client Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, breach of this Agreement, violation of applicable Laws, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Client Indemnitees for the negligence of the Client or the negligence of any other Client Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that, in no event shall the Contractor be liable for special/consequential, indirect, incidental, exemplary, or punitive damages. The Contractor shall not be liable in the event of fraud or bad faith on the part of the Client.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within twenty (20) days after notice from the Client of the existence of such Claim, the Client may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. The Contractor may obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Client. Any attempted assignment of this Agreement in whole or in part with respect to which the Client has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the Client for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Client's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Client. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the Client harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Client in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the Client and by the Client by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due and reasonable costs required to demobilize, cease operations and deliver any records or documents. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Client to ensure a timely and efficient transition of all work and work product to the Client or its designees.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10)

days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

Client:	Brook View Infrastructure Financing District 2273 North 2825 West Plain City, UT 84404 Attention: Dave Laloli Phone: 801.698.0244 Email: dave@alsdevelopment.net
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Copy to:	Fier Law Group, LLC 1148 W. Legacy Crossing Blvd., Suite 350 Centerville, UT 84014 Attn: Zach Harding Email: <a href="mailto:zach@fierlawgroup.com">zach@fierlawgroup.com</a>
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Contractor:	The Connexion Group – Civil LLC 2921 W. 38th Ave., Unit #188 Denver, CO 80211 Attention: Barrett Marrocco Phone: 970.604.0982 Email: Marrocco@TheConnexionGroup.com
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21. AUDITS. The Client shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and

payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of three (3) years after termination of this Agreement and to make the same available to the Client at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement, together with all exhibits, attachments, and amendments executed as provided herein, constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Except as provided in Section 1 of this Agreement, this Agreement may not be modified except by a writing executed by the Parties.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court (or equivalent) in and for the county in which the Client is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

b. Choice of Law. Utah law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Utah.

c. Litigation. At the Client's request and at the Client's cost and expense, the Contractor will consent to being joined in litigation between the Client and third parties, but such consent shall not be construed as an admission of fault or liability.

d. Force Majeure. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control, including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the Client to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or

unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

28. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

29. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

30. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

31. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**CLIENT:**

**Brook View Infrastructure Financing  
District, a Utah infrastructure financing  
district**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

*Client's Signature Page to Independent Contractor Agreement*



**CONTRACTOR:**  
**The Connexion Group – Civil,**  
**a Colorado limited liability company**

BY: \_\_\_\_\_

NAME: Barrett Marrocco

TITLE: Manager

## **EXHIBIT A**

### **SCOPE OF SERVICES**

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

**EXHIBIT B-1**

CONTRACTOR'S COMPLETED W-9

## EXHIBIT C

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage; and
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
5. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

**EXHIBIT C-1**

**CERTIFICATE(S) OF INSURANCE**



**D | A | DAVIDSON**  
FIXED INCOME CAPITAL MARKETS

February 27, 2025  
Brook View Infrastructure Financing District  
2273 N 2825 W  
Plain City, UT 84404

95 S State St, Suite 1500  
Salt Lake City, UT 84111  
801.994.3166  
[www.dadavidson.com/ficm](http://www.dadavidson.com/ficm)  
D.A. Davidson & Co. member SIPC

**RE: LETTER AGREEMENT FOR INVESTMENT BANKING SERVICES TO BROOK VIEW INFRASTRUCTURE FINANCING DISTRICT**

Dear Dave Laloli,

This letter agreement (this "Letter Agreement") confirms the terms and conditions upon which D.A. Davidson & Co. Fixed Income Capital Markets ("Davidson"), will provide investment banking services to Brook View Infrastructure District (the "Client") in relation to the development known as Brook View in Weber County (the "Project"), as well as any additional developments or projects as mutually agreed upon by Davidson and the Client.

The investment banking services rendered by Davidson under this Letter Agreement may include:

- Analysis of the Project's credit quality
- Analysis of the capital markets, including interest rates and terms available in the market
- Evaluating potential strategies to achieve the Client's goals
- Working with the Client's consultants and attorneys to determine the feasibility of various borrowing or restructuring options
- Advising the Client on the structure and terms of a restructured bond or a new bond or loan
- Coordinating with the Client's attorneys and consultants, the dissemination of financial data
- Negotiating the structure and terms of the Bonds/loan with the purchaser on behalf of the Client
- Underwriting or privately placing Bonds on behalf of the Client, or assisting the Client in obtaining a direct, tax exempt loan
- Under the direction and legal advice of nationally recognized bond counsel, assist and supervise the steps necessary to be taken to close the transaction

Delivered with this Letter Agreement are the disclosures required by MSRB Rule G-17 regarding our role, duties and interests as an underwriter of the Bonds. By signing this Letter Agreement, the Client acknowledges and agrees that: (i) the transaction contemplated by this Agreement will be an arm's length, commercial transaction between the Client and the purchaser, in which Davidson may be acting as an agent or as an underwriter, but not as a municipal advisor, financial advisor or fiduciary to the Client; (ii) Davidson has not assumed any fiduciary responsibility to the Client with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the only obligations Davidson will have to the Client with respect to the transaction contemplated hereby are expressly set forth in this Letter Agreement; and (iv) the Client has consulted and will continue to consult with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate. The representative of the Client signing this Letter Agreement has been duly authorized to execute this Letter Agreement and to act hereunder.

### Compensation to Davidson

Davidson and the Client expressly acknowledge that Davidson is assisting the Client with the services listed above, for which compensation is owed to Davidson. Davidson agrees that such compensation may be paid from proceeds of any bonds or other debt issued by the Client, as follows.

**Compensation to Davidson from Client's Issuance of Bonds or Other Debt.** At such time as arrangements for the sale of bonds or other borrowing have been completed by the Client, the Client acknowledges that Davidson shall be compensated for the services provided pursuant to this Letter Agreement as shown below, or \$30,000, whichever is greater:

- 0.5% of par for underwriting/placement of rated Bonds
- 1.0% of par for the structuring and placement of any loan facility, including C-PACE
- 2.0% of par for underwriting/placement of senior Bonds
- 3.0% of par for underwriting/placement of subordinate Bonds

In addition to such compensation, the Client expressly acknowledges the following is intended to be paid by the Client as a component of the cost of issuance of the bonds or placement of the debt: (i) legal fees incurred by Davidson's engagement of underwriter's counsel or placement agent's counsel in connection with the issuance of bonds or placement of the debt, as applicable; and (ii) legal fees related to third-party review of past continuing disclosure compliance. Unless otherwise agreed to by the Client, the Client's payment of the foregoing is contingent upon the sale of bonds or placement of debt.

This Letter Agreement is not an offer to purchase Bonds. If the sale of Bonds or other borrowing does not occur, Davidson shall not be owed compensation. Please indicate by your signature below your desire to engage D.A. Davidson & Co. Fixed Income Capital Markets to provide investment banking services on these terms.

Respectfully submitted,

D.A. Davidson & Co. Fixed Income Capital Markets



---

Brennen Brown  
Managing Director

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_ 2025.

---

Authorized Officer  
Brook View Infrastructure Financing District



EXHIBIT A

D.A. Davidson & Co. (hereinafter referred to as “Davidson” or “underwriter”) intends/ proposes to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter/senior managing underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

**Disclosures Concerning the Underwriters Role:**

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length transaction with the Issuer. The underwriters financial and other interests that may differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- (iv) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
- (v) The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (vi) The underwriter will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

**Disclosures Concerning the Underwriters Compensation:**

As underwriter, Davidson will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

**Additional Conflicts Disclosure:**

Davidson has not identified any additional potential or actual material conflicts that require disclosure.



15 West South Temple, Suite 1400  
Salt Lake City, Utah 84101-1535

(801) 364-5080 / (801) 364-5032 FAX / gilmorebell.com

March 10, 2025

Brook View Infrastructure Financing District  
c/o Fier Law Group  
1148 West Legacy Crossing Blvd., Suite 350  
Centerville, Utah 84014  
Attention: Zach Harding

Re: Proposed Issuance of Special Assessment Bonds, Series 2025 (Brook View Assessment Area) of Brook View Infrastructure Financing District

Dear Board Members:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond and disclosure counsel to Brook View Infrastructure Financing District (the “*Issuer*”), in connection with the issuance of the above-referenced bonds (the “*Bonds*”). We understand that the Bonds are being issued for the purpose of financing the costs of publicly owned infrastructure, facilities or systems, along with others necessary miscellaneous improvements, including administrative and overhead costs, capitalized interest and the costs of funding a bond funded reserve fund, and will be secured by assessments imposed by the Issuer. We further understand that the Bonds will be offered to financial institutions or institutional investors in a limited offering by D.A. Davidson & Co. (the “*Underwriter*”).

#### SCOPE OF ENGAGEMENT

In this engagement, as bond and disclosure counsel to the Issuer we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “*Bond Opinion*”) regarding the validity and binding effect of the Bonds, the excludability of interest on the Bonds from gross income for federal and Utah income tax purposes, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the Issuer regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (3) Prepare or review authorizing proceedings and legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents.

- (4) In our capacity as disclosure counsel to the Issuer, we will: (a) assist the Issuer in the preparation of the Preliminary Limited Offering Memorandum and the final Limited Offering Memorandum relating to the Bonds and consult with the Issuer regarding any disclosure issues that may arise in conjunction with the planned issuance of the Bonds, and (b) assist the Issuer in responding to the due diligence requests of the Underwriter and its counsel.
- (5) Draft or review the continuing disclosure understanding of the Issuer.
- (6) Prepare or review those sections of the Limited Offering Memorandum to be disseminated in connection with the sale of the Bonds involving: (a) the terms of the Bonds, (b) appropriate descriptions or summaries of certain legal documents and legal matters, (c) Utah and federal law pertinent to the validity of the Bonds and the income tax treatment of interest paid thereon, and (d) our Bond Opinion. We will deliver a customary supplemental opinion of bond counsel regarding the above sections of the offering document and certain other matters at closing.
- (7) Assist the Issuer in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filing.
- (8) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.
- (9) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.
- (10) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “*Closing*”). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission, or representing the Issuer in Internal Revenue Service examinations or inquiries or Securities and Exchange Commission investigations.
- (b) Preparing blue sky or investment surveys with respect to the Bonds.

- (c) Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.
- (d) Making an investigation or expressing any view as to the creditworthiness of the Issuer or any credit enhancement provider for the Bonds.
- (e) Preparing or negotiating the terms of any guaranteed investment contract or other investment agreement.
- (f) After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).
- (h) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We understand that Fier Law Group has also been engaged by the Issuer as general counsel and to represent the Issuer in connection with the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, and the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds and delivery of our Bond Opinion. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds. We do not undertake (unless separately engaged) to provide continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal and Utah income tax purposes or to assure compliance with the continuing disclosure requirements of applicable federal securities laws. Nonetheless, subsequent events may affect the tax-exempt status of interest on the Bonds and compliance with federal securities laws. Consequently, continued monitoring and other action to assure compliance with these requirements may be necessary. Should the Issuer want our firm to assist with such compliance (*e.g.*, arbitrage rebate calculations and ongoing securities law disclosure), our participation in such post-closing matters must be specifically requested, and a separate engagement will be required.

### **CONFLICTS**

As you are aware, our firm represents many political subdivisions, underwriters and others. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We may also represent, in unrelated matters, one or more of the entities involved in the issuance of the Bonds, including the Underwriter. We do not believe any such

representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of the Issuer, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Acceptance of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

## **FEES**

Our fee will be mutually agreed upon, based upon (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we will assume in connection therewith. Our fee may vary (a) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (b) if material changes in the structure or schedule of the financing occur, or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter. In addition, we will expect to be reimbursed for all client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, teleconference charges, telecopy charges, postage, filing fees, computer-assisted research and other expenses.

Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. We may submit an additional statement for client charges following the Closing. If the financing is not consummated or is completed without the delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we will expect to be paid a reasonable fee for work to date that is mutually agreed upon between you and us.

## **RECORDS**

Papers and property furnished by you will be returned promptly upon request. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you. If this engagement letter is not signed and returned, but you direct us to conduct the work as initially discussed without objection to the terms of this letter, we will consider this letter to govern our relationship unless we agree otherwise in writing.

**GILMORE & BELL, P.C.**

By: \_\_\_\_\_

**ACCEPTED AND APPROVED:**

**BROOK VIEW INFRASTRUCTURE  
FINANCING DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Brook View Infrastructure Financing District**  
**December 31, 2024 Actual**  
**2025 Tentative Budget**  
**GENERAL FUND**

	2024 Budget	2025 Tentative Budget
<b>Revenues</b>		
Developer Advances	\$ -	\$ 54,500
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 54,500</b>
<b>Expenditures</b>		
Accounting and Finance	\$ -	\$ 15,500
Administration	-	15,500
Insurance	-	3,500
Legal	-	15,000
Contingency	-	5,000
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 54,500</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL EXPENDITURES REQUIRING APPROPRIATION</b>		<b>\$ 54,500</b>