

WOHALI PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-2

NOTICE OF SPECIAL JOINT MEETING

September 29, 2025, at 1:00 PM

350 E 400 S, Suite 2301, Salt Lake City, UT 84111

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

Link: <https://us06web.zoom.us/j/84237557278>

Meeting ID: 842 3755 7278

Call-In: 1-720-707-2699

<u>Trustees</u>	<u>Term</u>
Dave Boyden, President	Term to January 10, 2029
John Kaiser, Treasurer	Term to January 10, 2027
Shaun Boydston, Secretary	Term to September 9, 2027

AGENDA

1. Call to Order/Declaration of Quorum
2. Preliminary Action Items
 - a. Approval of Agenda
 - b. Conflict Disclosures
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. Amended and Restated Joint Resolution Adopting Written Procedures Governing Electronic Meetings (**enclosure**)
 - b. Approve Minutes from December 03, 2024 Joint Meeting (**enclosure**)
 - c. Approve Minutes from January 22, 2025 Joint Meeting (**enclosure**)
 - d. Accept June 30, 2025 Financial Statements (**to be distributed**)
 - e. Approve Assignment of Reimbursement Pursuant to Sewer Lift Station Improvement Agreement (**enclosure**)
 - f. Approve Resolution Ratifying Certified District Eligible Costs and Payments under Infrastructure Acquisition and Reimbursement Agreement (**enclosure**)

Including:

 - i. Cost Certification Report, Submitted January 1, 2025 (Nos. 1 and 2)
 - ii. Land Valuation Report #2, Submitted February 4, 2025 (No. 1)
 - iii. Cost Certification Report, Submitted February 28, 2025 (Nos. 1 and 2)
 - iv. Cost Certification Report, Submitted March 31, 2025 (Nos. 1 and 2)
 - v. Cost Certification Report, Submitted April 13, 2025 (Nos. 1 and 2)
 - vi. Cost Certification Report, Submitted May 1, 2025 (Nos. 1 and 2)

- vii. Cost Certification Report, Submitted June 2, 2025 (Nos. 1 and 2)
 - viii. Cost Certification Report, Submitted July 1, 2025 (Nos. 1 and 2)
 - g. Approve of Infrastructure Acquisition and Reimbursement Agreement between District No. 1 and Wohali Estates, LLC (**enclosure**)
 - h. Approve 2025 Statement of Work from CliftonLarsonAllen, LLP (**enclosure**)
5. Discussion Items
- a. Cost Certification Report, Submitted August 8, 2025 (Nos. 1 and 2)
 - b. Easements
 - c. Next Meeting Date and 2026 Budget Hearings
6. Adjourn

JOINT RESOLUTION
OF THE BOARDS OF TRUSTEES OF THE
WOHALI PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 AND 2
ADOPTING WRITTEN PROCEDURES GOVERNING ELECTRONIC MEETINGS

WHEREAS, the Wohali Public Infrastructure District Nos. 1 and 2 (each a “**District**”, collectively the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953”) as amended from time to time and any successor statute thereto; and

WHEREAS, each District’s Board of Trustees (each a “**Board**”, collectively the “**Boards**”) has the authority to approve and adopt written procedures governing electronic meetings pursuant to [Utah Code Section 52-4-207](#); and

WHEREAS, the Boards wish to adopt written procedures governing electronic meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Definitions.** Words used in this policy have the meanings provided in Title 52, Chapter 4, Open and Public Meetings Act, Utah Code 1953.

2. **Notice of Electronic Meetings.** Each Board may convene and conduct an electronic meeting pursuant to the following procedures:

- a. Public notice will be given in accordance with [Utah Code Section 52-4-202](#), as may be amended from time to time; and
- b. Notice of the electronic meeting will be provided to the Boards at least 24 hours before the meeting so that they may participate and be counted as present for all purposes, including the determination that a quorum is present.

3. **Establishment of Anchor Location for Electronic Meetings.**

- a. The Boards hereby establish the following possible anchor locations for any electronic meetings: 350 E 400 S, Suite 2301, Salt Lake City, UT 84111 ; or any other location as specified in the meeting notice.
- b. Space and facilities at the anchor location will be provided, so that interested persons and the public may attend and monitor the open portions of the electronic meeting.
- c. If the electronic meeting is a public hearing, space and facilities at the anchor location will be provided by the Districts, so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.
- d. The Districts may hold an electronic meeting without any Trustees physically present at an anchor location, provided someone representing the Districts is present at the anchor location to assist members of the public who may attend

Commented [EH1]: The Boards should identify two Anchor Locations - (1) WBA SLC office location and (2) a developer chosen location.

Commented [EH2]: Boards should be made aware/reminded of this requirement.

the open portions of the meeting and ensure the meeting can be heard at the anchor location.

4. Procedures for Electronic Meetings.

- a. One or more Trustees may attend, participate, and vote in electronic meetings of the Boards using electronic communications.
- b. The Districts may use telephone conferencing, videoconferencing, or any other electronic means to allow Trustees to participate in meetings of the Districts.
- c. The record of a meeting shall indicate whether the Trustee is connected to the meeting electronically or in person.
- d. A Trustee shall be counted as present for purposes of determining whether a quorum is present, provided that the Trustee can hear the meeting proceedings and the Trustee can be heard by those participating in the meeting, at the time the Chair or other authorized person takes the initial roll of Trustees present. The disconnection of any Trustee for any reason after a quorum is determined to be present shall not invalidate the quorum or require the meeting to be adjourned, but any decision taken after the disconnection shall require the same number of votes to pass as if the Trustee were still present and the quorum unchanged.
- e. Except for a unanimous vote, the Boards shall take all votes by roll call during an electronic meeting.

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

ADOPTED SEPTEMBER 29, 2025.

DISTRICTS:

**WOHALI PUBLIC INFRASTRUCTURE
DISTRICT NOS. 1 AND 2**, quasi-municipal
corporations and political subdivisions of the
State of Utah

By: _____
Officer of the Districts

Attest:

By: _____

*[Signature Page to Amended and Restated Joint Resolution Adopting Written Procedures
Governing Electronic Meetings]*

MINUTES
WOHALI PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-2
COMBINED SPECIAL MEETING

NOTICE IS HEREBY GIVEN THAT THE BOARD OF TRUSTEES OF WOHALI PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-2 HELD A COMBINED SPECIAL MEETING ON TUESDAY, DECEMBER 3, 2024 AT YORK HOWELL, 10610 SOUTH JORDAN GATEWAY, SUITE 200, SOUTH JORDAN, UTAH 84095

AT 1:30pm

A. Call to Order

M. Thomas Jolley called to order the combined special meeting of Wohali Public Infrastructure District Nos. 1-2 at 1:30pm on Tuesday, December 3, 2024 at York Howell, 10610 South Jordan Gateway, Suite 200, South Jordan, Utah 84095.

The combined special meeting convened at 1:31pm.

B. Roll Call

M. Thomas Jolley conducted a roll call. The following individuals were present:

Members Present:

- Dave Boyden – Trustee (via Zoom)
- John Kaiser – Trustee (via Zoom)
- Mike Gibbons – Trustee (via Zoom)

Also Present:

- M. Thomas Jolley – District Counsel (in-person)
- Ashley Tedesco – District Counsel Paralegal (in-person)
- David Hutchison – District Accountant (via Zoom)

C. Preliminary Action Items

1. Consider combined board meeting for Wohali Public Infrastructure District Nos. 1-2.
 - a. Dave Boyden moves for a combined board meeting for Wohali Public Infrastructure District Nos. 1-2.
 - b. John Kaiser seconds the motion for a combined board meeting for Wohali Public Infrastructure District Nos. 1-2.
 - c. Dave Boyden: Aye / John Kaiser: Aye / Mike Gibbons: Aye
 - d. The motion passes unanimously

D. Consent Items

1. Approve the draft minutes of the Wohali Public Infrastructure District Nos. 1-2 board meeting held on October 24, 2024.
 - a. Mike Gibbons moves to approve the draft minutes of the Wohali Public Infrastructure District Nos. 1-2 board meeting held on October 24, 2024.
 - b. John Kaiser seconds the motion to approve the draft minutes of the Wohali Public Infrastructure District Nos. 1-2 board meeting held on October 24, 2024.
 - c. Dave Boyden: Aye / John Kaiser: Aye / Mike Gibbons: Aye
 - d. The motion passes unanimously
2. Approve and ratify payment applications and requisition requests made since last board meeting.
 - a. Mike Gibbons moves to approve and ratify payment applications and requisition requests made since last Board meeting.
 - b. John Kaiser seconds the motion to approve and ratify payment applications and requisition requests made since last Board meeting.
 - c. Dave Boyden: Aye / John Kaiser: Aye / Mike Gibbons: Aye
 - d. The motion passes unanimously

E. Public Hearing

1. Take public comment on the tentative operating and capital budgets adopted on October 24, 2024, which are proposed to be adopted as the final budgets for calendar year 2025 for Wohali Public Infrastructure District Nos. 1-2.
 - a. Dave Boyden moves to open the public hearing.
 - b. Mike Gibbons seconds the motion to open the public hearing.
 - c. Dave Boyden: Aye / John Kaiser: Aye / Mike Gibbons: Aye
 - d. The hearing is opened for public comments and questions.
 - e. No members of the public are present thus no comments or questions are presented.
 - f. Mike Gibbons moves to close the public hearing.
 - g. John Kaiser seconds the motion to close the public hearing.
 - h. Dave Boyden: Aye / John Kaiser: Aye / Mike Gibbons: Aye
 - i. The public hearing is closed.

F. Action Items

1. Consider adoption of Resolution 2024-02: A resolution adopting final budgets for calendar year 2025 for Wohali Public Infrastructure District Nos. 1-2.
 - a. Mike Gibbons moves to adopt Resolution 2024-02.
 - b. John Kaiser seconds the motion to adopt Resolution 2024-02.
 - c. Dave Boyden: Aye / John Kaiser: Aye / Mike Gibbons: Aye
 - d. The motion passes unanimously.
2. Consider approval of engagement for auditor for 2024 audit of Wohali Public Infrastructure District No. 1.
 - a. Mike Gibbons moves to approve Haynie & Company as auditor for a 2024 audit of Wohali Public Infrastructure District No. 1.
 - b. John Kaiser seconds the motion to approve Haynie & Company as auditor for a 2024 audit of Wohali Public Infrastructure District No. 1.
 - c. Dave Boyden: Aye / John Kaiser: Aye / Mike Gibbons: Aye
 - d. The motion passes unanimously.
 - e. CLA to request engagement agreement from Haynie & Company for the Chair to sign.
3. Consider approval of renewal of CLA engagement and authorize the Chair to sign the Statement of Work.
 - a. This action item, at the request of Mike Gibbons (Clerk/Secretary), has been postponed, and instead will be discussed during the next scheduled meeting.
4. Consider approval of renewal of York Howell engagement and authorize the Chair to sign the engagement letter.
 - a. Mike Gibbons moves to approve the renewal of York Howell's engagement and authorizes the Chair to sign the engagement letter.
 - b. John Kaiser seconds the motion to approve the renewal of York Howell's engagement and authorizes the Chair to sign the engagement letter.
 - c. Dave Boyden: Aye / John Kaiser: Aye / Mike Gibbons: Aye
 - d. The motion passes unanimously.
5. Consider adoption of annual board meeting calendar for 2025.
 - a. Mike Gibbons moves to adopt the annual board meeting calendar for 2025.
 - b. John Kaiser seconds the motion to adopt the annual board meeting calendar for 2025.

- c. Dave Boyden: Aye / John Kaiser: Aye / Mike Gibbons: Aye
 - d. The motion passes unanimously.
- 6. Consider approval and/or ratification of the proposal/engagement agreement from the Connexion Group for engineering cost certification services, and authorizing the Chair to sign.
 - a. Mike Gibbons moves to approve and/or ratify the proposal/engagement agreement from the Connexion Group for engineering cost certification services, and authorizes the Chair to sign.
 - b. John Kaiser seconds the motion to approve and/or ratify the proposal/engagement agreement from the Connexion Group for engineering cost certification services, and authorizes the Chair to sign.
 - c. Dave Boyden: Aye / John Kaiser: Aye / Mike Gibbons: Aye
 - d. The motion passes unanimously.

G. Administrative Non-Action Items

- 1. Open meeting discussion with Board members of any public infrastructure district business.
 - a. Mike Gibbons (Clerk/Secretary) mentions that the Board would like to have a discussion with District Counsel regarding the District Accountant and the definition of “public lands.”

H. Adjourn

- 1. Mike Gibbons moves to adjourn the meeting.
- 2. John Kaiser seconds the motion to adjourn the meeting.
- 3. Dave Boyden: Aye / John Kaiser: Aye / Mike Gibbons: Aye
- 4. Meeting adjourned at 1:46pm

Signed:

Mike Gibbons, District Clerk / Secretary

Date:

December 3, 2024

MINUTES OF A JOINT MEETING

WOHALI PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 & 2 BOARD OF TRUSTEES

January 22, 2025 at 2:00 p.m.

ANCHOR LOCATION: 10610 South Jordan Gateway, Suite 200, South Jordan, Utah 84095

The meeting was also held via teleconference and open to the public.

Attendance

The meeting referenced above was called and held in accordance with the applicable statutes of the State of Utah. The following board members were in attendance:

Dave Boyden
John Kaiser
Mike Gibbons

Also present: Blair Dickhoner, Esq., and Betsy Fowler-Russon, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law, Districts' General Counsel.

Call to Order/Declaration of Quorum

It was noted that a quorum of each Board was present. Upon a motion duly made and seconded, the meeting was called to order.

Preliminary Action Items

Consider Approval of Meeting Agenda

The Boards reviewed the proposed agenda for the meeting. Following discussion, upon a motion duly made by Mr. Kaiser and seconded by Mr. Boyden, the Boards unanimously approved the agenda as presented.

Public Comment

No members of the public were in attendance.

Action Items

Acknowledge resignation of York Howell as General Counsel and ratified Termination of Engagement.

The Boards acknowledge receipt of the resignation notice from York Howell and requested that such resignation be stated in the meeting minutes.

Ratify the Termination of Engagement of Independent District Engineering Services

The Boards reviewed the termination of Engagement of Independent District Engineering Services. Following discussion, upon a motion duly made by Mr. Kaiser and seconded by Mr. Boyden, the Board unanimously ratified the Termination.

Ratify Engagement of The Connexion Group – Civil, LLC for Engineering Services

The Boards reviewed the Engagement of The Connexion Group – Civil, LLC for Engineering Services. Following discussion, upon a motion duly made by Mr. Kaiser and seconded by Mr. Boyden, the Board unanimously ratified the Engagement.

Approve Engagement of White Bear Ankele Tanaka & Waldron as District Counsel

Mr. Dickhoner presented the Engagement Letter from White Bear Ankele Tanaka and Waldron to the Boards of the Districts for consideration. Mr. Dickhoner stated that he is not independent as to the engagement and the Boards of the Districts are advised to have separate legal counsel review the engagement letter. The Boards of Districts declined to engage separate legal counsel to review the letter. Following review, upon a motion duly made by Mr. Boyden, seconded by Mr. Kaiser, and upon a vote unanimously carried, the Boards approved the Engagement Letter from White Bear Ankele Tanaka and Waldron.

Administrative Non-Action Items

Discussion Items:

Mr. Dickhoner and the Boards discussed the cost certification process, including the language of allowance in the Governing Document. It was proposed by Mr. Dickhoner that the Boards may want to pass a resolution or draft a policy statement clarifying the cost certification procedure.

Annual Board Member Training – Open and Public Meetings Act

Mr. Dickhoner reminded the Trustees to complete the Trustee Training regarding the Open and Public Meetings Act required by the state auditor for new Board members. No action was taken.

Adjourn

There being no further business to come before the Boards and upon a motion duly made, seconded, and unanimously carried, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Dave Boyden
District Chair

The foregoing minutes were approved on the ____ day of ____, 2025.

**WOHALI PUBLIC INFRASTRUCTURE DISTRICT
FINANCIAL STATEMENTS
JUNE 30, 2025**

Wohali Public Infrastructure District No
Balance Sheet - Governmental Funds
June 30, 2025

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
Assets				
UMB Capitalized Interest Fund	\$ -	\$ 1,729,943.03	\$ -	\$ 1,729,943.03
UMB Reserve Fund	-	3,553,755.93	-	3,553,755.93
UMB Project Fund	-	-	8,594,018.39	8,594,018.39
UMB COI Fund	-	-	18,347.63	18,347.63
UMB Administration Fund	19,953.12	-	-	19,953.12
Total Assets	<u>\$ 19,953.12</u>	<u>\$ 5,283,698.96</u>	<u>\$ 8,612,366.02</u>	<u>\$ 13,916,018.10</u>
Liabilities				
Accounts Payable	\$ 23,466.26	\$ -	\$ 3,346.62	\$ 26,812.88
Total Liabilities	<u>23,466.26</u>	<u>-</u>	<u>3,346.62</u>	<u>26,812.88</u>
Fund Balances	<u>(3,513.14)</u>	<u>5,283,698.96</u>	<u>8,609,019.40</u>	<u>13,889,205.22</u>
Liabilities and Fund Balances	<u>\$ 19,953.12</u>	<u>\$ 5,283,698.96</u>	<u>\$ 8,612,366.02</u>	<u>\$ 13,916,018.10</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Wohali Public Infrastructure District No
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2025

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest Income	\$ 1,000.00	\$ 813.14	\$ 186.86
Total Revenue	<u>1,000.00</u>	<u>813.14</u>	<u>186.86</u>
Expenditures			
Accounting	19,000.00	13,684.89	5,315.11
Auditing	6,800.00	-	6,800.00
Insurance	4,000.00	20.00	3,980.00
Legal	19,000.00	16,859.39	2,140.61
Miscellaneous	3,220.00	-	3,220.00
Total Expenditures	<u>52,020.00</u>	<u>30,564.28</u>	<u>21,455.72</u>
Other Financing Sources (Uses)			
Transfers to other fund	-	(5,022.44)	5,022.44
Developer advance	5,000.00	-	5,000.00
Total Other Financing Sources (Uses)	<u>5,000.00</u>	<u>(5,022.44)</u>	<u>10,022.44</u>
Net Change in Fund Balances	(46,020.00)	(34,773.58)	(11,246.42)
Fund Balance - Beginning	46,122.00	31,260.44	104,661.56
Fund Balance - Ending	<u>\$ 102.00</u>	<u>\$ (3,513.14)</u>	<u>\$ 93,415.14</u>

SUPPLEMENTARY INFORMATION

Wohali Public Infrastructure District No
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2025

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest Income	\$ 225,000.00	\$ 137,322.53	\$ 87,677.47
Assessment revenues	3,483,370.00	-	3,483,370.00
Total Revenue	<u>3,708,370.00</u>	<u>137,322.53</u>	<u>3,571,047.47</u>
Expenditures			
Paying agent fees	4,000.00	-	4,000.00
Bond interest	2,417,310.00	1,208,655.00	1,208,655.00
Total Expenditures	<u>2,421,310.00</u>	<u>1,208,655.00</u>	<u>1,212,655.00</u>
Other Financing Sources (Uses)			
Transfers from other funds	-	4,000.00	(4,000.00)
Total Other Financing Sources (Uses)	<u>-</u>	<u>4,000.00</u>	<u>(4,000.00)</u>
Net Change in Fund Balances	1,287,060.00	(1,067,332.47)	2,354,392.47
Fund Balance - Beginning	6,369,124.00	6,351,031.43	8,344,022.57
Fund Balance - Ending	<u>\$ 7,656,184.00</u>	<u>\$ 5,283,698.96</u>	<u>\$ 10,698,415.04</u>

Wohali Public Infrastructure District No
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2025

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest Income	\$ 310,000.00	\$ 241,986.69	\$ 68,013.31
Total Revenue	<u>310,000.00</u>	<u>241,986.69</u>	<u>68,013.31</u>
Expenditures			
Accounting	-	519.75	(519.75)
Legal	-	6,819.33	(6,819.33)
Recognition of costs	19,283,463.00	4,425,209.67	14,858,253.33
Engineering	30,000.00	8,050.00	21,950.00
Total Expenditures	<u>19,313,463.00</u>	<u>4,440,598.75</u>	<u>14,872,864.25</u>
Other Financing Sources (Uses)			
Acceptance of reimbursable costs	19,283,463.00	4,425,209.67	14,858,253.33
Transfers from other funds	-	1,022.44	(1,022.44)
Repay developer advance	(19,283,463.00)	(4,425,209.67)	(14,858,253.33)
Total Other Financing Sources (Uses)	<u>-</u>	<u>1,022.44</u>	<u>(1,022.44)</u>
Net Change in Fund Balances	(19,003,463.00)	(4,197,589.62)	(14,805,873.38)
Fund Balance - Beginning	19,003,463.00	12,806,609.02	25,574,904.98
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 8,609,019.40</u>	<u>\$ 10,769,031.60</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

WOHALI PUBLIC INFRASTRUCTURE DISTRICT NO. 1
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

On January 10, 2023, the City Council of Coalville City, Utah (the City), acting in its capacity as the creating authority for the Wohali Public Infrastructure District No. 1 (the District), adopted a resolution creating the District. The Office of the Lieutenant Governor of the State of Utah issued a Certificate of Creation for the District, which was recorded in the real property records of the Summit County Recorder on March 31, 2023.

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, and parks and recreation.

The District has no employees, and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 3.25%.

Assessment Revenue

The District anticipates billing and collecting assessment lien revenues pursuant to the Assessment Ordinance. The assessments are levied against the assessed properties benefited by the improvements within the District.

Acceptance of Reimbursable Costs

The District anticipated receiving reimbursement requests from the Developer for public infrastructure funded and constructed by the Developer pursuant to the Infrastructure Acquisition and Reimbursement Agreement.

Expenditures

Administrative Expenditures

Administrative and operations expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, accounting, district management, insurance, and other administrative expenses.

WOHALI PUBLIC INFRASTRUCTURE DISTRICT NO. 1
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Expenditures (continued)

Debt Service

Interest payments are provided based on the attached debt to maturity schedule for the Series 2023 Bonds.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

Debt and Leases

The District issued Special Assessment Revenue Bonds, Series 2023, on July 7, 2023, in the par amount of \$34,522,000 (the Bonds).

Proceeds from the the sale of the Bonds were used to (a) pay the Project Costs, (b) pay the costs of issuance of the Bonds, and (c) fund the capitalized interest and reserve funds and the capitalized expense fund.

The Series 2023 Bonds bear interest of 7.00% payable semi-annually on June 1 and December 1, beginning on December 1, 2023. The Bonds are payable from assessment revenues.

Reserves

The District maintains a Debt Service Reserve Fund as required by the Series 2023 Bonds.

WOHALI PUBLIC INFRASTRUCTURE DISTRICT NO. 1
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY

\$4,435,000 Special Assessment Revenue Bonds
Series 2023
Dated July 7, 2023
Interest Rate - 7.00%
Payable June 1 and December 1

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ -	\$ 2,417,310	\$ 2,417,310
2026	1,009,000	2,417,310	3,426,310
2027	1,079,000	2,346,680	3,425,680
2028	1,155,000	2,271,150	3,426,150
2029	1,236,000	2,190,300	3,426,300
2030	1,322,000	2,103,780	3,425,780
2031	1,415,000	2,011,240	3,426,240
2032	1,514,000	1,912,190	3,426,190
2033	1,620,000	1,806,210	3,426,210
2034	1,733,000	1,692,810	3,425,810
2035	1,854,000	1,571,500	3,425,500
2036	1,984,000	1,441,720	3,425,720
2037	2,123,000	1,302,840	3,425,840
2038	2,271,000	1,154,230	3,425,230
2039	2,430,000	995,260	3,425,260
2040	2,601,000	825,160	3,426,160
2041	2,783,000	643,090	3,426,090
2042	6,404,000	448,280	6,852,280
Total	34,533,000	29,551,060	64,084,060

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**ASSIGNMENT OF REIMBURSEMENT PURSUANT TO
SEWER LIFT STATION
IMPROVEMENT AGREEMENT**

This **ASSIGNMENT OF REIMBURSEMENT PURSUANT TO SEWER LIFT STATION IMPROVEMENT AGREEMENT** (the “**Agreement**”) is made and entered into as of the 6th day of June, 2025, by and among: **WOHALI LAND ESTATES, LLC**, a Utah limited liability company (“**Developer**”); **WOHALI PUBLIC INFRASTRUCTURE DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Utah (“**District**”). The Developer and the District are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Developer and City entered into that certain Sewer Lift Station Improvement Agreement dated May 15, 2025, pursuant to which the Developer agreed to construct certain improvements to the City’s sewer lift station (collectively, the “**Work**”), and the City agreed to reimburse the Developer up to \$1,250,000 over time, based on incremental tax revenues generated from the Wohali project for the Work, attached hereto as **Exhibit A** (the “**Improvement Agreement**”); and

WHEREAS, those capitalize terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Improvement Agreement; and

WHEREAS, the Work will benefit certain real property located in in the City that is being developed as a master planned community known and referred to as “Wohali” that within the boundaries of the District; and

WHEREAS, pursuant to Section 13 of the Improvement Agreement, the Improvement Agreement may not be assigned by either party without the express written consent of the other; provided, however, that Developer may assign its rights to obtain reimbursement from the City to the District; and

WHEREAS, pursuant to this Agreement, the Parties hereby agree that the Developer has assigned its rights to obtain reimbursement from the City pursuant to the Improvement Agreement to the District.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Recitals are Incorporated. The recitals to this Agreement are incorporated as if fully set forth herein.

2. Assignment of Reimbursement Rights: The Developer hereby assigns to the District any and all of its rights to receive the Reimbursed Amount, as defined in the Improvement Agreement from the City (the “**Assigned Rights**”). The District hereby accepts the Assigned Rights.
3. Prior Provisions Effective. Except as specifically provided herein, all the terms and provisions of the Improvement Agreement shall remain in full force and effect.
4. Entire Agreement; Modifications. This Agreement contains the entire understanding of the Parties and supersedes all other agreements or understandings between them with respect to the subject matter of the Agreement. This Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.
5. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Utah, without giving effect to any choice or conflicts of laws principles.
6. Interpretation. Any caption that identifies a paragraph or section heading is for convenience only and the content of the paragraph controls the relationship between the Parties not the language of the heading. Singular includes the plural and plural includes singular. Reference to a paragraph also references all paragraphs. This Agreement shall be considered to have been drafted by the Parties and there will be no construction of ambiguities against any Party.
7. Counterparts. This Agreement may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
8. Waiver; Partial Invalidity. No term or condition of this Agreement shall be deemed waived unless such waiver is expressed in writing and is signed by the Parties. Failure or delay on the part of any Party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver thereof. In the event that an arbitrator or judge determines that any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall remain enforceable deleting therefrom the invalid or unenforceable provision and all other provisions remaining valid and enforceable to the fullest extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year 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.

DEVELOPER:

WOHALI LAND ESTATES, LLC
a Utah limited liability company



DAVID BOYDEN

Printed Name

MANAGER

Title

DISTRICT:

**WOHALI PUBLIC INFRASTRUCTURE
DISTRICT NO. 1**

a quasi-municipal corporation and political
subdivision of the State of Utah

By:



Authorized Board Member

Attest:

By:



Exhibit A
Improvement Agreement

SEWER LIFT STATION IMPROVEMENT AGREEMENT

This SEWER LIFT STATION IMPROVEMENT AGREEMENT (the "**Agreement**") is entered into as of this 15 day of May, 2025 (the "**Effective Date**"), by and between Wohali Land Estates, LLC, a Utah limited liability company (the "**Developer**") and Coalville City Corporation, a Utah municipal corporation (the "**City**").

RECITALS

- A. Developer owns and controls certain real property located in Coalville City, Summit County, Utah that is being developed as a master planned community known and referred to as "Wohali" (the "**Project**").
- B. City needs to improve its existing sewer infrastructure, including installation and/or repair of an existing sewer lift station, located in and serving Coalville City, Summit County, Utah, which lift station will likewise benefit the Project. The sewer lift station is approximately located on the real property depicted on Exhibit A attached hereto (the "**Sewer Lift Station**").
- C. Developer is willing to improve the Sewer Lift Station, and to cooperate with City in completing such improvements to the sewer infrastructure, on the terms and conditions set forth in this Agreement.
- D. City desires to contract with Developer to improve and repair such Sewer Lift Station.
- E. City and Developer desire to enter into this Agreement as a means to finance and construct improvements and repairs relative to the Sewer Lift Station.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned Recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Developer hereto agree as follows:

1. **Construction of Repairs and Improvements.** Developer agrees to improve and repair (or cause to be improved and repaired) the Sewer Lift Station in accordance with the plans and engineering specifications (the "**Plans**"), which Plans are attached hereto as Exhibit B. The scope of the work under the Plans will include all labor and services necessary to produce construction of, and all materials and equipment incorporated or to be incorporated in construction of, the improvements, set forth in the Plans (collectively, the "**Work**"). Developer agrees to perform the Work in accordance with the Plans and all applicable laws, statutes, rules, regulations, ordinances, and codes. As of the Effective Date, Developer is hereby granted authorization to commence the Work.
2. **Cost of Construction.** City shall reimburse Developer for the costs of construction of the Work in the sum of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) (the "**Reimbursed Amount**"). Developer will fund all costs and expenses for the Work and will be responsible for any costs and expenses that exceed the Reimbursed Amount.
3. **Installment Payments: Interest.** Reimbursement payments will commence on the date that is one (1) year from the date of substantial completion of the Work in accordance with the Plans (the "**Completion Date**"). Payments shall be made annually on each anniversary of the Completion Date and

continue each year thereafter until such Reimbursed Amount is repaid in full, including any interest owed thereon. The amount of the annual payments shall be the amount that is fifteen percent (15%) of the tax assessments received by the City from the prior calendar year that are in excess of the Base Amount. For purposes of this Agreement, the "**Base Amount**" shall mean the portion of the tax assessment received by City for the Project on January 1, 2024, which, for purposes of this Agreement, shall be deemed and construed to be Fifty-Seven Thousand and Nine Hundred Thirty-Two and 91/100 Dollars (\$57,932.91). Each payment will be applied directly to the principal amount of the cost of the Work. Simple interest in the amount of seven percent (7%) shall accrue and be assessed on the Reimbursed Amount as of the Completion Date, until the Reimbursed Amount is paid in full.

By way of example only, and presuming the excess tax assessment that would be received by City is One Hundred Thousand Dollars (\$100,000) (for sake of ease in calculating only), then City's payment to Developer shall be calculated as follows:

[2026 tax assessment figure] – Base Amount = \$100,000; and

\$100,000 (excess tax assessment) x 0.15 = \$15,000 (annual payment due by City).

4. **Prepayment Penalties; Late Fees.** City, at any time, may pay off the balance of the Reimbursed Amount plus any interest owing, without any prepayment penalties.
5. **ROW/Easement; Procurement.** City grants to Developer, and its contractors, agents, and permittees, a non-exclusive temporary construction easement, including, but not limited to, right-of-way and construction rights across, over and under the any property owned and/or controlled by City in relation to the Work until the date that is one (1) year after the Completion Date (or such longer period as may be reasonably necessary). City represents and warrants that (a) all other rights-of-way and easements necessary to complete the Work have been or will be obtained by City, at its sole cost and expense, prior to the commencement of the Work, and (b) that City has complied with its procurement ordinance, if any, and any other like requirements under Utah Code in relation to the Work.
6. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, successors, and assigns, and all persons claiming by, through, or under them. Any reference made to Developer or City is intended to refer also to any of their respective transferees, successors, and assigns, and all persons claiming by, through, or under them.
7. **Liens.** If Developer is required to perform any of the Work upon City's real property, then Developer shall not permit any mechanic, materialmen, or other similar liens to stand against the parcel on which such labor or material has been furnished in connection with such Work performed by, or on behalf of, Developer. Developer may bond and contest the validity of any lien, but on final determination of the validity and amount of such lien, Developer will immediately pay any judgment rendered, with all proper costs and charges, and will have the lien released at Developer's expense.
8. **Notices.** All notices, statements, demands, approvals, or other communications to be given with regard to this Agreement will be in writing, addressed to the parties at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid. If mailed, the notice will be deemed delivered twenty-four (24) hours after the date of mailing. The addresses of the parties to which such notices are to be sent will be those of which the other party or parties actually receive notice, and until further notice are as follows:

If to City: Coalville City
Attn: Mayor
P.O. Box 188
Coalville, UT 84017

If to Developer: Wohali Land Estates, LLC
Attn: Shaun Boydston
247 Village View Drive
Coalville, UT 84017

9. **Indemnify and Hold Harmless.** Except as otherwise set forth herein, Developer shall defend and hold the City harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and attorney's fees that may arise out of or result directly or indirectly from the Developer's negligence or willful misconduct in connection with this Agreement, including, but not limited to, Developer's negligent design or construction of the Improvements required hereunder, or Developer's failure to construct or complete the same. After inspection and acceptance by the City of the Sewer Lift Station, and after expiration of any applicable warranty period, if any, this agreement of indemnity shall expire and be of no future force or effect.

10. **Incidental, Consequential, and Liquidated Damages.** Developer is not liable for incidental, consequential, or liquidated damages, including delay damages, in connection with the Work.

11. **Mediation/Arbitration.** If a dispute arises and cannot be immediately resolved, either party may compel mediation to facilitate a solution. Developer reserves the right to require resolution through arbitration, at its discretion. If Developer opts to arbitrate rather than litigate this matter, arbitration shall be before one retired district court judge, with venue in Summit County, State of Utah only. The Utah Arbitration Act will apply but the parties will use the American Arbitration Association (AAA) rules even though the matter will not be referred to or through AAA. The parties shall share equally in the fees charged by the sole arbitrator.

12. **Litigation.** If any dispute is litigated, rather than arbitrated, the parties waive the right to a jury trial and litigation will occur only in the Third Judicial District Court for Summit County, State of Utah, with Utah law prevailing and the prevailing party entitled to an award of court costs, legal fees, and expert expenses.

13. **Assignment.** This assignment may not be assigned by either party without the express written consent of the other; provided, however, that Developer may assign its right to obtain reimbursement from City to Wohali Public Infrastructure District No. 1.

14. **General Provisions.**

a. **Entire Agreement; Modifications.** This Agreement contains the entire understanding of the parties and supersedes all other agreements or understandings between them with respect to the subject matter of the Agreement. This Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

b. **Governing Law.** The Agreement is governed by and construed in accordance with the laws of the State of Utah, without giving effect to any choice or conflicts of laws principles.

c. **Interpretation.** Any caption that identifies a paragraph or section heading is for

convenience only and the content of the paragraph controls the relationship between the parties not the language of the heading. Singular includes plural and plural includes singular. Reference to a paragraph also references all subparagraphs. Whenever the agreement indicates that a matter is in the "sole discretion" of another party that party may take such action without being subject to any standard of reasonableness and without obtaining the other party's consent. This Agreement shall be considered to have been drafted by both parties and there will be no construction of ambiguities against either party.

d. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.

e. Waiver: Partial Invalidity. No term or condition of this Agreement shall be deemed waived unless such waiver is expressed in writing and is signed by Developer and City. Failure or delay on the part of either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver thereof. In the event that an arbitrator or judge determines that any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall remain enforceable deleting therefrom the invalid or unenforceable provision and all other provisions remaining valid and enforceable to the fullest extent permitted by law.

f. Attorneys' Fees. In the event of a dispute, the prevailing party will be entitled to recover from the other party all reasonable attorney fees, expert fees, costs and expenses incurred, including statutory interest. This includes reasonable costs of travel, legal research, investigation, and copying.

[Signature Page Follows]

This Agreement is entered into as of the Effective Date, as first written above.

DEVELOPER:

Wohali Land Estates, LLC,
a Utah limited liability company

By: 
Name: DAVID BOYDEN
Its: MANAGER

CITY:

Coalville City Corporation,
a Utah municipal corporation

By: 
Name: Mark R Marsh
Its: Mayor

Attest:


City Recorder

Approved as to Form:

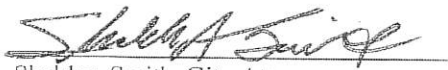

Sheldon Smith, City Attorney

Exhibit A

Depiction of Real Property

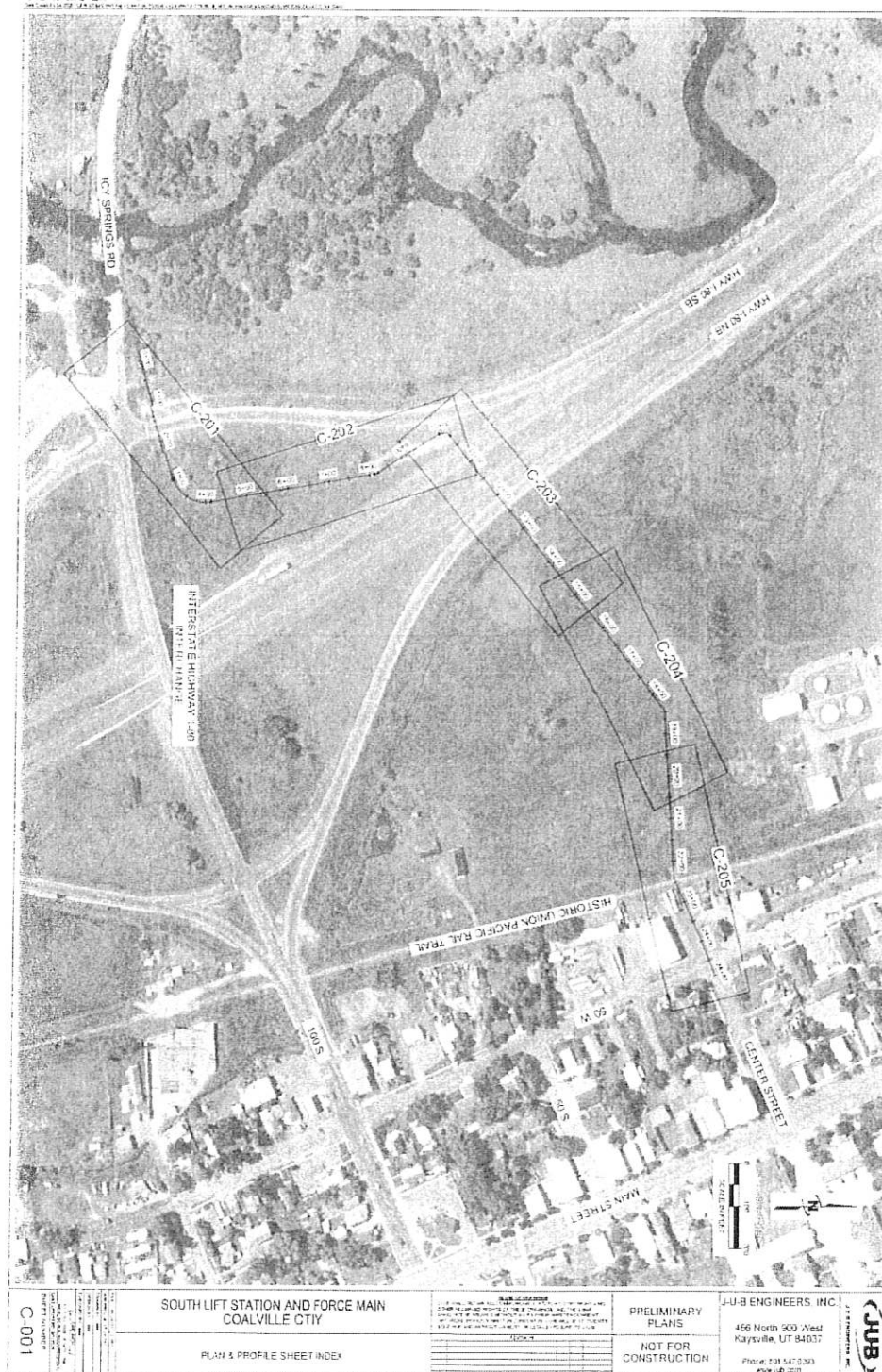


Exhibit B

Plans and Specifications

[Attachment Follows]

CONSTRUCTION SET

Sheet Number	Sheet Title
	GENERAL
C-001	COVER INDEX
C-002	GENERAL NOTES
C-003	NAME LEGEND
C-004	SYMBOL LEGEND
	CIVIL
C-001	PLAN PROFILE SHEET INDEX
C-001	PLAN AND PROFILE STA 0+00 TO STA 5+00
C-002	PLAN AND PROFILE STA 5+00 TO STA 10+00
C-003	PLAN AND PROFILE STA 10+00 TO STA 15+00
C-004	PLAN AND PROFILE STA 15+00 TO STA 20+00
C-005	PLAN AND PROFILE STA 20+00 TO STA 25+00
C-006	SEWERLINE DETAILS STA 10+00
C-001	CIVIL DETAILS
	MECHANICAL
M-101	LIFT STATION SITE PLAN
M-102	LIFT STATION GRADING PLAN
M-103	LIFT STATION PLAN
M-104	LIFT STATION SECTION
M-105	BYPASS VALVE DETAIL



PROJECT NO. 55-24-147

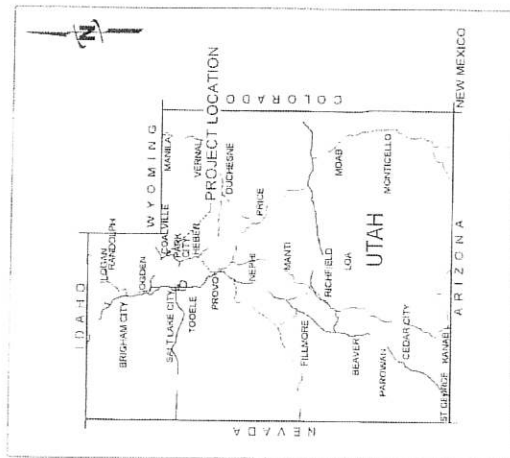


J-U-B ENGINEERS, INC.

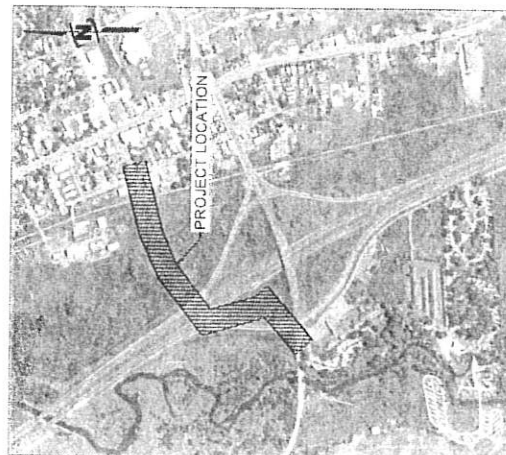
100 North 900 West, Kaysville, UT 84037
801.547.0399 • www.eleg2pc.com

GATEWAY
MAPPING
INC.

ALL-FAMILY OF COMPANIES



AREA MAP



VICINITY MAP

REUSE OF DOCUMENTS

John wants to exhibit a reproduction of some interesting letters that he has discovered in his father's papers. (Documents in Italian.)

[illegible]

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 103–110

For C-11411, shall replace
1.553 UNCLE TOM'S C-11411

THIS CONSTRUCTION AND REVISIONS OF THE FORMS. IN ORDER TO BE USED, THE USER MUST HAVE A COPY OF THE FORMS. THE USER MUST HAVE A COPY OF THE FORMS. THE USER MUST HAVE A COPY OF THE FORMS.

IN 1997, **ASTORIA** BOAT & RIFLE was founded with the intention of providing a safe and fun environment for all ages of hunters and anglers. The company has since grown into a full-service outdoor recreation company, offering a wide range of products and services to its customers. The company's commitment to safety and quality has earned it a reputation as a leader in the industry.

1734 W. 17th St.

G-001

1. THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. NOT ALL UTILITIES ARE SHOWN. CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR TO LOCATE AND MAINTAIN UTILITIES IN ACCORDANCE WITH BLUE STAKE PROCEDURES BEFORE TRENCHING OR UTILITY INSTALLATION.

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3. CROSS-REFERENCE AND COORDINATE ALL WORK IN THE CONTRACT DOCUMENTS AMONG THE VARIOUS TRADES AND DISCIPLINES.

4. THESE PLANS ARE SCHEMATIC AND ARE NOT INTENDED TO DEPICT ALL DETAILS OF THE WORK REQUIRED. THE CONTRACTOR IS RESPONSIBLE TO BECOME FAMILIAR WITH ACTUAL SITE CONDITIONS AND FACTORS AFFECTING WORK.

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THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS AND STANDARDS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.

THE CONTRACTOR SHALL NOTIFY ENGINEER A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO SURVEY NEEDS

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THE CONTRACTOR SHALL LIMIT WORK AREA TO THE LIMITS OF THE COALVILLE CITY PROPERTY, RIGHT OF WAY, AND APPROVED EASEMENTS. NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE OWNER'S REPRESENTATIVE.

GRASS, VEGETATION, AND TREES, TOGETHER WITH THE MAJOR PORTIONS OF THE ROOT STRUCTURE, SHALL BE REMOVED PRIOR TO CONSTRUCTION OF IMPROVEMENTS, WHERE REQUIRED.

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EXISTING FEATURES INCLUDING UTILITIES, ROADS, CANALS, FENCES, STRUCTURES, TREES, ETC. THAT ARE NOT IN DIRECT CONFLICT WITH THE WORK. DAMAGE BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR IS REQUIRED TO PROPERLY DISPOSE OF ALL DEBRIS REMOVED FOR CONSTRUCTION OF THE WORK.

THE OWNER RESERVES THE RIGHT TO SALVAGE ITEMS NOTED FOR DEMOLITION. CONTRACTOR SHALL DISPOSE OF ALL ITEMS NOT SALVAGED

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CONTRACTOR SHALL COORDINATE WITH STATE AND LOCAL INSPECTION AGENCIES AS REQUIRED FOR INSPECTION AND APPROVAL OF THIS WORK.

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WHERE COALVILLE CITY STANDARDS ARE REFERENCED USE THE "COALVILLE CITY ENGINEERING STANDARDS AND CONSTRUCTION SPECIFICATIONS" REVISED OCTOBER, 2022.

- WHERE COALVILLE CITY STANDARDS ARE REFERENCED USE THE "COALVILLE CITY ENGINEERING STANDARDS AND CONSTRUCTION SPECIFICATIONS" REVISED OCTOBER, 2022.

CONTRACTOR SHALL PREPARE A STORMWATER POLLUTION PREVENTION PLAN FOR REVIEW BY THE ENGINEER. THE CONSTRUCTION WILL DISTURB MORE THAN ONE ACRE. THE CONTRACTOR SHALL COMPLY WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S NPDES GENERAL PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION

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1. THE CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHODS TO EXCAVATE, DRAINAGE AND CONSTRUCT THE PROJECT.
2. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH OGIA REQUIREMENTS (LATEST REVISION) AND MANDATED EXCAVATION SAFETY REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SLOPE STABILITY AND EROSION CONTROL ON EXCAVATED SLOPES DURING CONSTRUCTION.
4. THE ENGINEER SHALL BE NOTIFIED WHEN THE EXCAVATION HAS REACHED FOUNDATION LEVEL TO ALLOW ENGINEER TO EXAMINE THE FOUNDATION MATERIALS.
5. TEMPORARY SHORING OF THE EXCAVATION, IF REQUIRED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. DEWATERING DISCHARGE POINTS SHALL BE APPROVED BY THE CITY.

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ENGINEER -
CHRIS THOMSEN
OREG WILLIAMS
JAN'S OFFICE
385-505-1045
370-799-2468
COALVILLE CITY
KYLE CLARK
PUBLIC WORKS DIRECTOR
801-537-1625

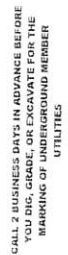
- ENGINEER -
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370-799-2468
COALVILLE CITY
KYLE CLARK
PUBLIC WORKS DIRECTOR
801-537-1625

[illegible]

- "MECHANICAL MATERIAL-EQUIPMENT"** INCLUDES FOR SOME OF THE PURPOSES CONTRACTOR IS RESPONSIBLE FOR CORRECT QUANTITIES AND DIMENSIONS. CONTRACT MANUFACTURER'S DETAIL DRAWINGS ARE INTENDED TO DETAIL CERTAIN MECHANICAL MATERIAL-EQUIPMENT. CONTRACTOR SHALL VERIFY ALL EQUIPMENT DIMENSIONS AND TRADES ASSOCIATED WITH THE WORK TO ENSURE PROPER CONNECTION, OPERATION, ALIGNMENT, MOVING REQUIREMENTS, DETAIL AND SHOP DRAWINGS PER THE SPECIFICATIONS.

PIPE SUPPORTS AND HANGARS SHOWN ARE A GENERALIZATION. PIPE SUPPORTS AND HANGARS SHALL BE DESIGNED BY THE CONTRACTOR AND SUBMITTED WITH THE PIPING SHOP DRAWINGS. PROVIDE PIPE SUPPORTS AND HANGARS IN ACCORDANCE WITH THE STANDARD DETAILS AND AS REQUIRED TO ADEQUATELY SUPPORT AND STABILIZE THE PIPING. PROVIDE RETAINED JOINTS ON ALL PIPING. CONSTRUCT THROUST BLOCKING ONLY WHERE SPECIFICALLY NOTED ON THE PLANS.

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SHEET NUMBERING



LINE LEGEND

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
POWER / COMMUNICATIONS		
OVERHEAD POWER	OP	OP
UNDERGROUND POWER	UP	UP
OVERHEAD TELEPHONE	OUT	OUT
UNDERGROUND TELEPHONE	UT	UT
FIBER OPTIC	F70	F70
CABLE TELEVISION	CTV	CTV
UNDERGROUND POWER, TEL, CABLE TV	UP70	UP70
UNDERGROUND POWER, TEL, CABLE TV, GAS	UP70G	UP70G
STORM DRAIN		
STORM DRAIN (GENERAL)	SD	SD
STORM DRAIN	SD	SD
ROOF DRAIN	RD	RD
LAND DRAIN	LD	LD
SANITARY SEWER		
SANITARY SEWER (GENERAL)	SS	SS
SANITARY SEWER	SS	SS
SANITARY SEWER SERVICE	SS	SS
SEWER FORCE MAIN	FM	FM
WATER		
WATER (GENERAL)	W	W
WATER (SPECIFIED SIZE)	W-S	W-S
WATER SERVICE	WS	WS
IRRIGATION		
IRRIGATION	IR	IR
GRAVITY IRRIGATION	GR	GR
PRESSURE IRRIGATION	PIR	PIR
POTABLE WATER	PW	PW
NON-POTABLE WATER	NPW	NPW
GAS		
NATURAL GAS	G	G
NATURAL GAS SERVICE	G	G
HIGH PRESSURE GAS	HPS	HPS
LIQUID GAS	LG	LG
UTILITY		
CHLORINE LINE	CL	CL
INDUSTRIAL WASTE WATER DRAIN LINE	W	W

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
BOUNDARY		
PROPERTY LINE	PL	PL
RIGHT OF WAY	ROW	ROW
TEMPORARY EASEMENT	TE	TE
PERMANENT EASEMENT	PE	PE
TOWNSHIP AND RANGE	TR	TR
SECTION LINE		
QUARTER SECTION LINE	QSL	QSL
1/16 SECTION LINE	1/16SL	1/16SL
COUNTY LINE	CL	CL
SITE		
FENCE	F	F
MAJOR CONTOUR	MC	MC
MINOR CONTOUR	MC	MC
GRADE BREAK	GB	GB
TOP OF BANK	TB	TB
TOE OF SLOPE	TS	TS
CUT LIMITS	CU	CU
FILL LIMITS	FI	FI
DITCH	D	D
STORM SWALE	SS	SS
EDGE OF WATER	EW	EW
HIGH WATER	HW	HW
WETLAND	W	W
WETLAND BOG	WB	WB
WETLAND MARSH	WM	WM
WETLAND SWAMP	WS	WS
ROADWAY		
ROAD SHOULDER	RS	RS
ROAD CENTERLINE	RC	RC
ROAD ASPHALT	RA	RA
ROAD GRAVEL	RG	RG
TOP BACK OF CURB	TBC	TBC
UP OF GUTTER	UG	UG
LANDSCAPING LIMITS	LS	LS

DISCIPLINE DESIGNATORS

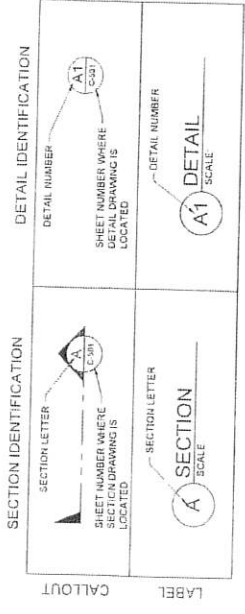
DISCIPLINE	DESIGNATOR	DESCRIPTION
GENERAL	G	ALL OTHERS
	GI	GENERAL INFORMATION
	GC	GENERAL CONTRACTUAL
	GR	GENERAL RESOURCE
SURVEY/MAPPING	V	ALL SURVEY
GEOTECHNICAL	B	ALL GEOTECHNICAL
CIVIL	C	ALL CIVIL
LANDSCAPE	L	ALL LANDSCAPE
STRUCTURAL	S	ALL STRUCTURAL
ARCHITECTURAL	A	ALL ARCHITECTURE
EQUIPMENT	Q	ALL EQUIPMENT
MECHANICAL	M	ALL MECHANICAL
ELECTRICAL	E	ALL ELECTRICAL
PLUMBING	P	ALL PLUMBING
PROCESS	D	ALL PROCESS
RESOURCE	R	ALL RESOURCE

SHEET TYPE DESIGNATORS

DESIGNATOR	SHEET TYPE
0	GENERAL (SYMBOLS, LEGENDS, NOTES, ETC.)
1	PLANS (HORIZONTAL VIEWS)
2	ELEVATIONS, PROFILES, COMBINED PLAN & PROFILES
3	SECTIONS (SECTIONAL VIEWS)
4	LARGE SCALE VIEWS (PLANS, ELEVATIONS, ECT.)
5	DETAILS OR COMBINED DETAILS AND SECTIONS
6	SCHEDULES AND DIAGRAMS
7	USER DEFINED
8	3D REPRESENTATIONS (ISOMETRICS, PERSPECTIVES, PHOTOS)

SECTION AND DETAIL IDENTIFIERS

NOTE:
A DASH MAY BE PLACED IN THE LOWER PORTION OF THE IDENTIFIER IF THE DETAIL DRAWING OR SECTION VIEW IS LOCATED ON THE SAME SHEET.



SOUTH LIFT STATION AND FORCE MAIN
COALVILLE CITY

LINE LEGEND

SET

1	2	3	4	5	6	7	8	9



SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
SURVEY		
CAP (BRASS)		
CHISELED X		
CTRL PT GENERIC		
CTRL PT 1/2" REBAR		
CTRL PT 3/4" REBAR		
CTRL PT 600 HAIL		
CTRL PT HUB & TACK		
CTRL PT PK HAIL		
CTRL PT TEMP BENCHMARK		
NAIL		
NAIL AND TAG		
NAIL (PK)		
BOLT		
DRILL STEEL		
REBAR (5'')		
REBAR (6'')		
STAINLESS STEEL ROD		
IRON PIPE		
RAILROAD SPIKE		
RAW MATERIAL		
STONE		
SECTION CORNER, MOIL		
SECTION QUARTER MOIL		
SITE		
BOLLARD		
BOULDER		
DRINKING FOUNTAIN		
FLAGPOLE		
GATE		
MAIL BOX		
PARKING METER		
POST		
SKIN		
SPOT ELEVATION		
TREE (SHRUB)		
TREE (STUMP)		
TREE (CONIFEROUS)		
TREE (DECIDUOUS)		
TEST HOLE		
WELL		
WELL (MONITORING)		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
UTILITIES		
MANHOLE (GENERIC)		
PRESSURE CLEAN OUT AT GRADE		
THURST BLOCK		
VAULT		
COMMUNICATION		
TELE MANHOLE		
TELE PEDESTAL		
TELE POLE		
TV PEDESTAL		
GUY WIRE		
DOMESTIC WATER		
FIRE HYDRANT		
SPIGOT		
YARD HYDRANT		
WATER MANHOLE		
WATER METER		
WATER VALVE		
ELECTRIC		
ELEC MANHOLE		
ELEC METER		
ELEC TRANS		
JUNCTION BOX		
POWER POLE		
POWER STUB		
STREET LIGHT		
TRAFFIC SIGNAL POLE		
IRRIGATION		
IRRIGATION VALVE		
IRRIGATION VALVE BOX		
SPRINKLER		
NATURAL GAS		
GAS VALVE		
GAS METER		
SANITARY SEWER		
CLEANOUT		
SEWER STUB		
SS MANHOLE		
STORM DRAIN		
CATCH BASIN		
DRY WELL		
FLAME END		
GREASE TRAP		
SO MANHOLE		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
FITTINGS		
BEND (11.25°)		
BEND (22.5°)		
BEND (45°)		
BEND (60°)		
CAP		
COURT RING		
CROSS		
REDUCER (CONCENTRIC)		
REDUCER (ECCENTRIC)		
TEE		
WYE		
VALVES		
AIR VALVE		
BLOW OFF		
COMBO VALVE		
DALL VALVE (N.C.)		
BALL VALVE (N.O.)		
BUTTERFLY VALVE		
CHECK VALVE		
CHECK VALVE (FLANGE)		
CHECK VALVE (N.J.)		
GATE VALVE		
PLUG VALVE (N.C.)		
PLUG VALVE (N.O.)		
ROAD MARKINGS		
TURN ARROW		
ARROW STRAIGHT		
ARROW STRAIGHT/TURN		
BICYCLE ROUTE		
CAR		
HANDICAP SYMBOL		
ROADWAY		
INTERSTATE ROUTE		
MAST ARM		
PEDESTRIAN SIGNAL		
STATE ROUTE		
TRAFFIC LIGHT		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
ROADWAY (CONT.)		
TYPIC 2 BARRICADE		
US ROUTE		
TRAFFIC ATTENUATOR		
JERSEY BARRIER		

ABBRV	ASSEMBLY	ABBRV	ASSEMBLY
B	ANGLE	W	WITHOUT
BUDG	AT (MEASUREMENTS)	W/RECD	WHERE REQUIRED
BM	BUILDING		
BSC	BENCH MARK		
BSW	BITUMINOUS SURFACE COURSE		
BT	BOTH WAYS		
C	CENTER LINE		
C.L.	CHANNEL (STRUCTURAL)		
CMP	CORRUGATED METAL PIPE		
CO	CLEANOUT		
CONC	CONCRETE		
CONT	CONTINUOUS		
CPLG	COUPLING		
CU FT	CUBIC FEET		
CU YD	CUBIC YARD		
DEGR	DEGREE		
DET	DETAIL		
DIA OR Q	DIAMETER		
DIP	DUCTILE IRON PIPE		
DIST	DISTRIBUTION		
DWG	DRAWING		
EA	EACH		
ELEV	ELEVATION		
EW	EACH WAY		
EXIST	EXISTING		
FG	FINISH GRADE		
FLG	FLANGE		
FT OR	FEET		
GV	GATE VALVE		
HORIZ	HORIZONTAL		
ID	INSIDE DIAMETER		
IN OR	INCH		
LB OR #	LINEAL FEET		
LF	LINEAL		
LN	LINEAL		
MAX	MAXIMUM		
MIN	MINIMUM		
NO OR #	NUMBER		
PE	POLYETHYLENE		
PL	PLATE		
PVC	POLYVINYL CHLORIDE		
R	RADIUS		
RP	RADIUS POINT		
REM	REMOVE & REPLACE		
RECD	REQUIRED		
REV	REVISION		
RW	RIGHT-OF-WAY		

ABBRV	ASSEMBLY	ABBRV	ASSEMBLY
S	SLOPE	W	WITHOUT
SPEC	SPECIFICATION	W/RECD	WHERE REQUIRED
STA	STATION		
STD	STANDARD		
STL	STAINLESS STEEL		
ST STL	STAINLESS STEEL		
TBC	TOP BACK OF CURB		
TYP	TYPICAL		
TFC	TOP FACE OF CONCRETE		
W	WITHOUT		
W/RECD	WHERE REQUIRED		

SOUTH LIFT STATION AND FORCE MAIN

SYMBOL LEGEND

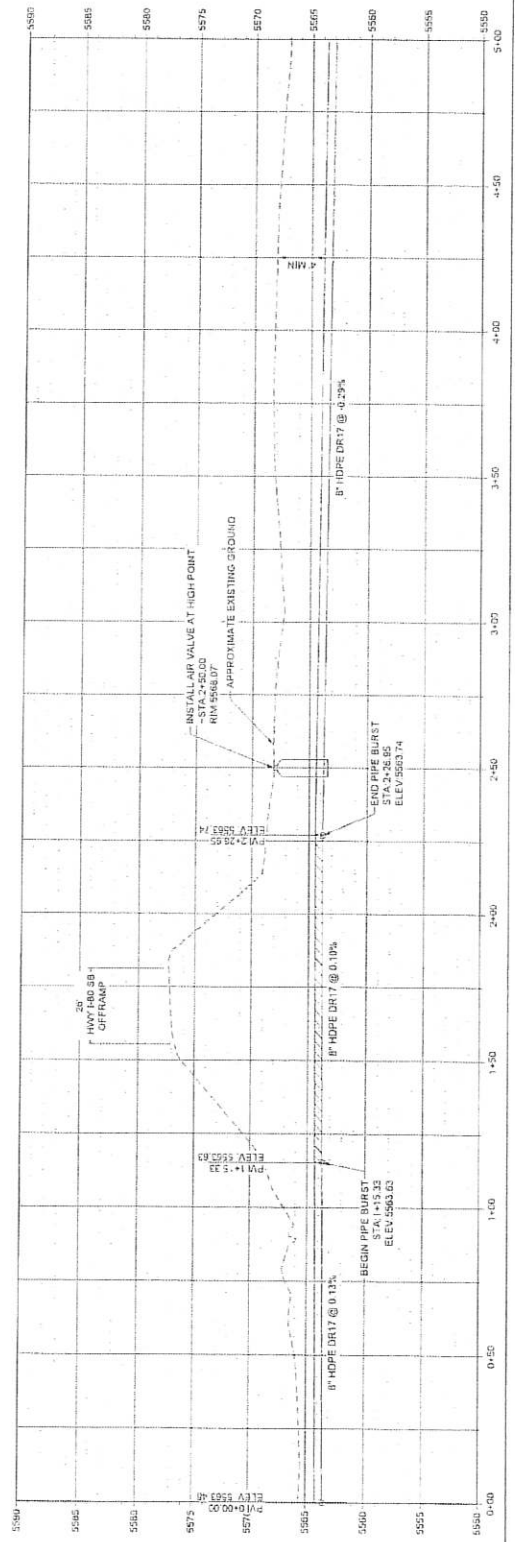
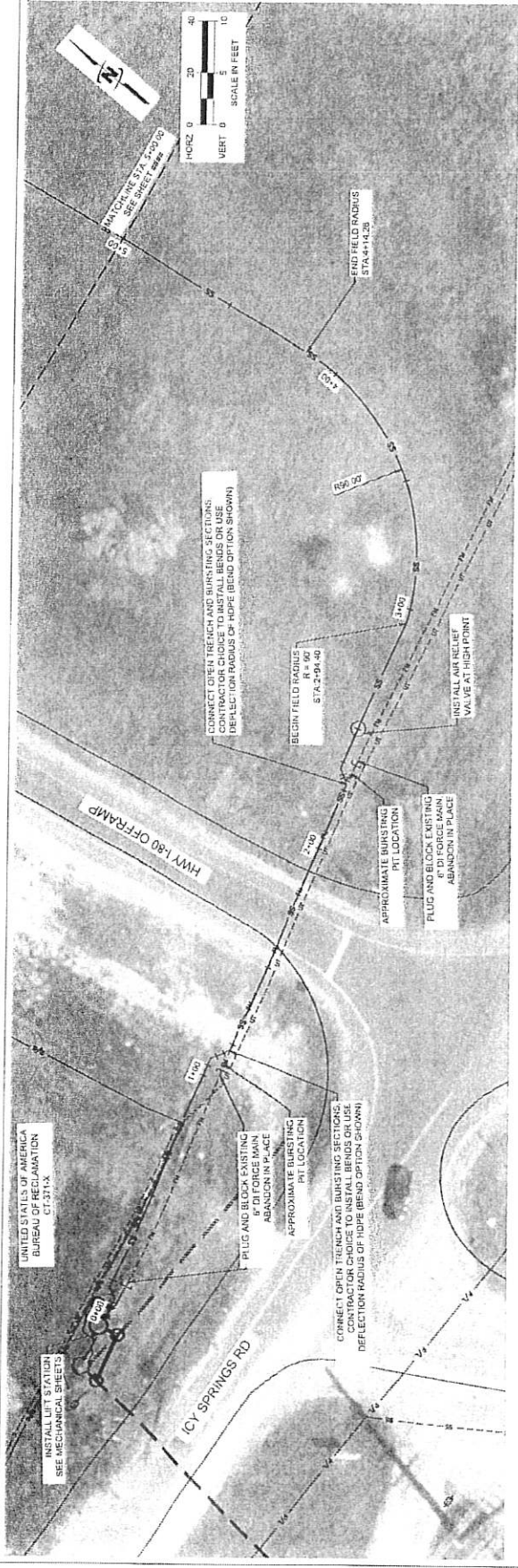
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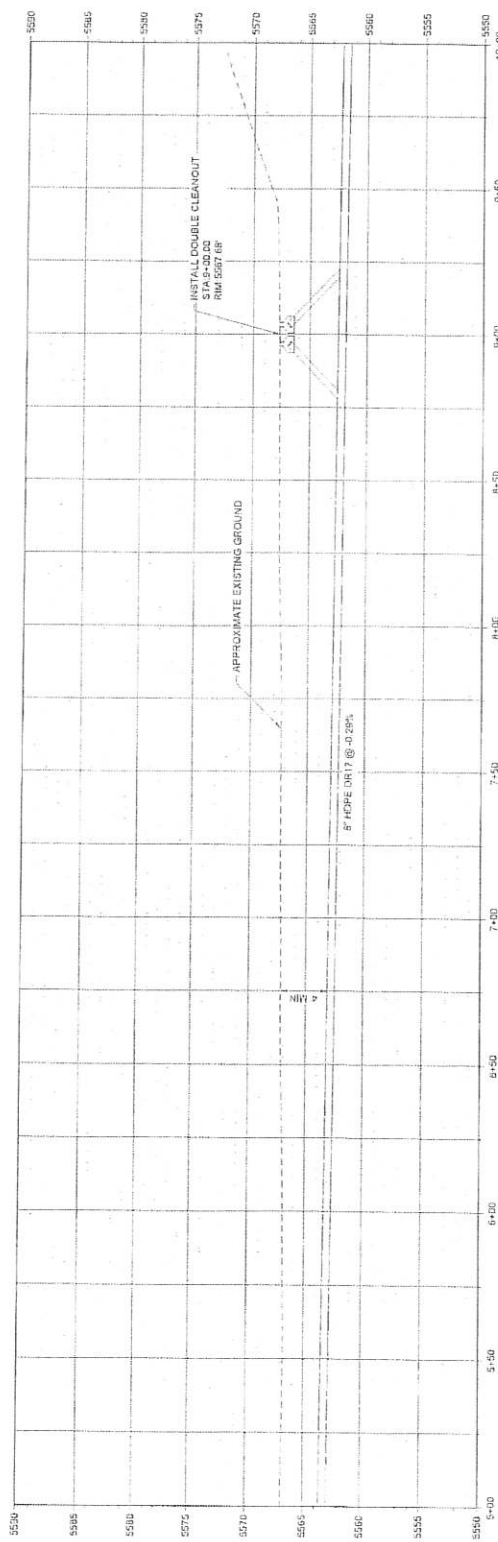
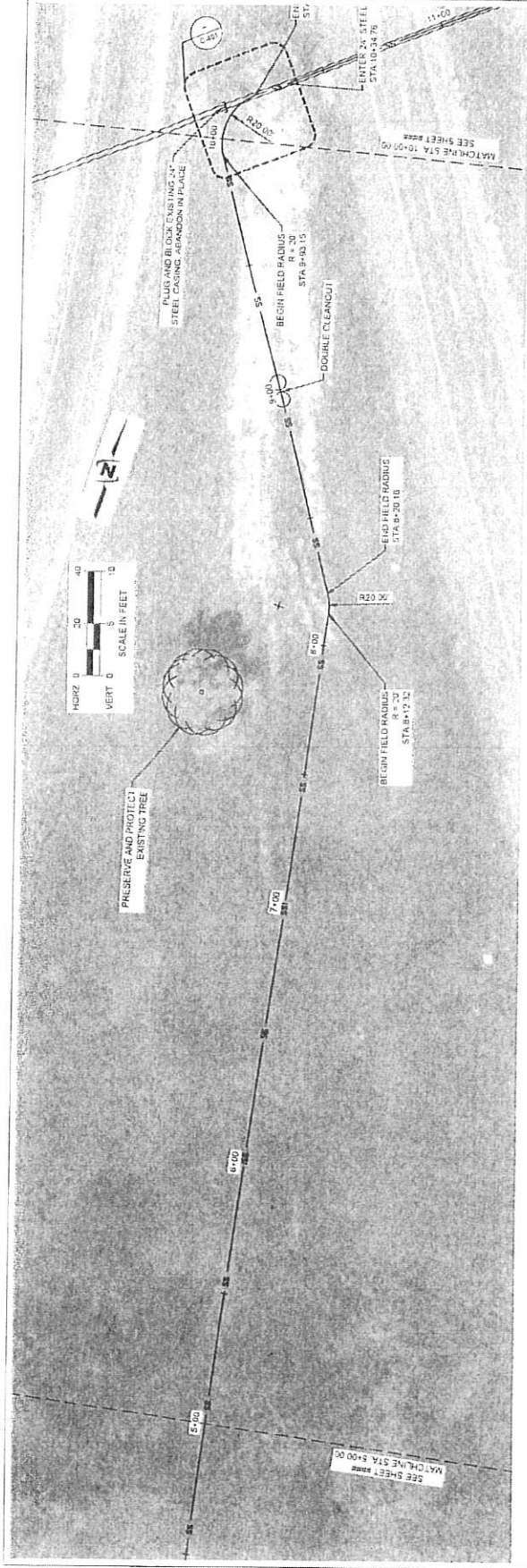
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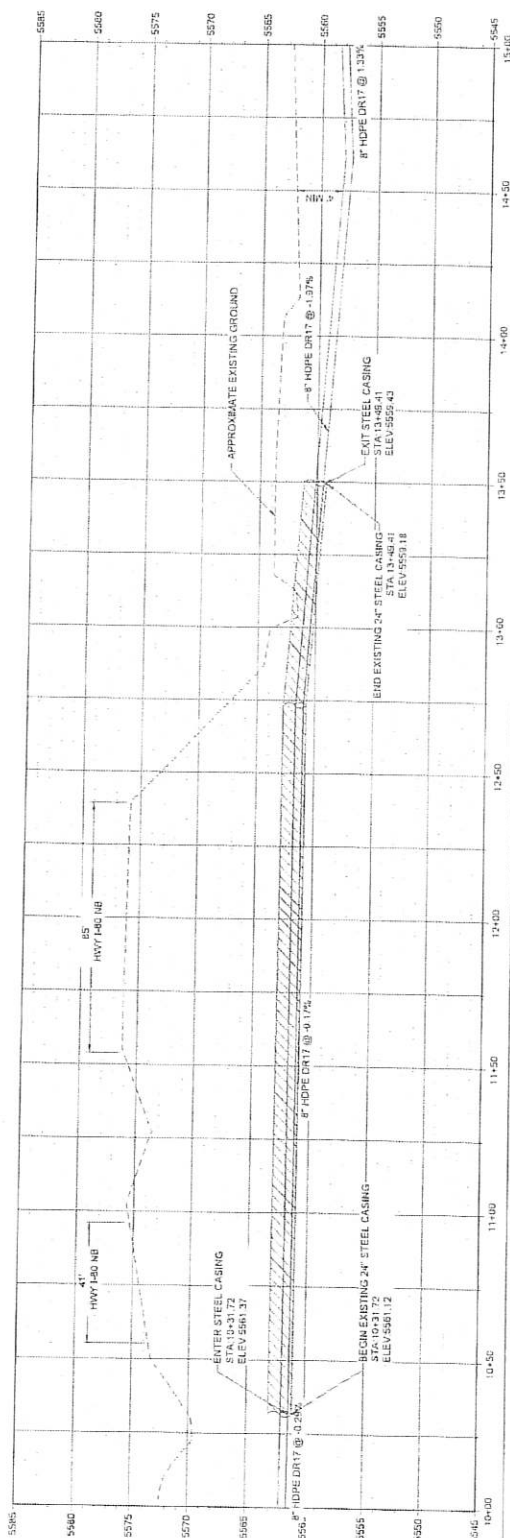
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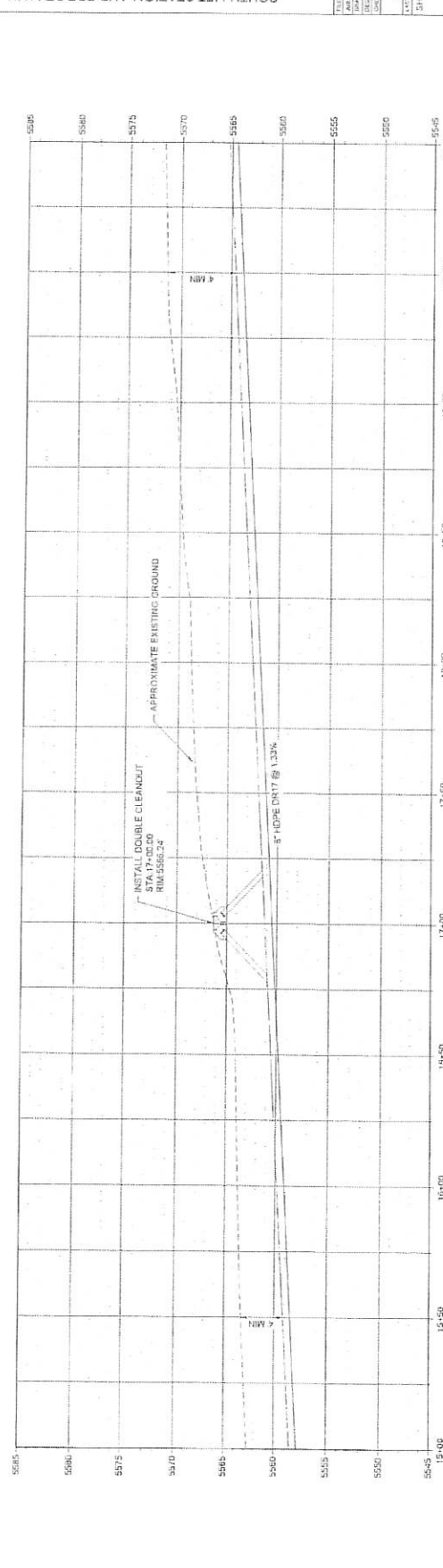
SHEET NUMBER













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CONSTRUCTION

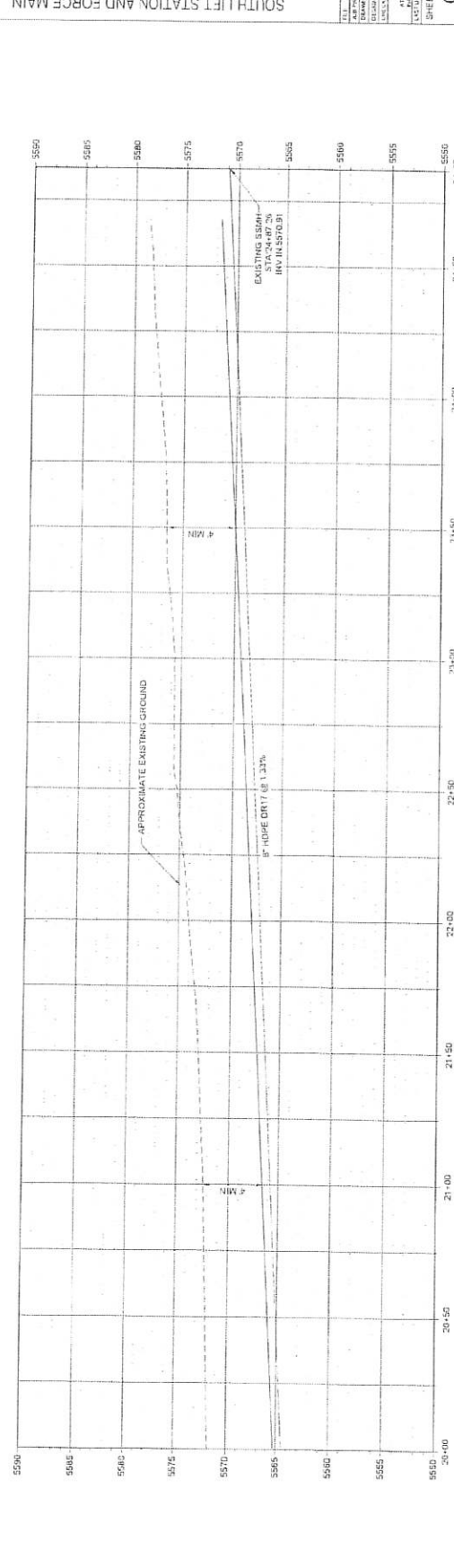
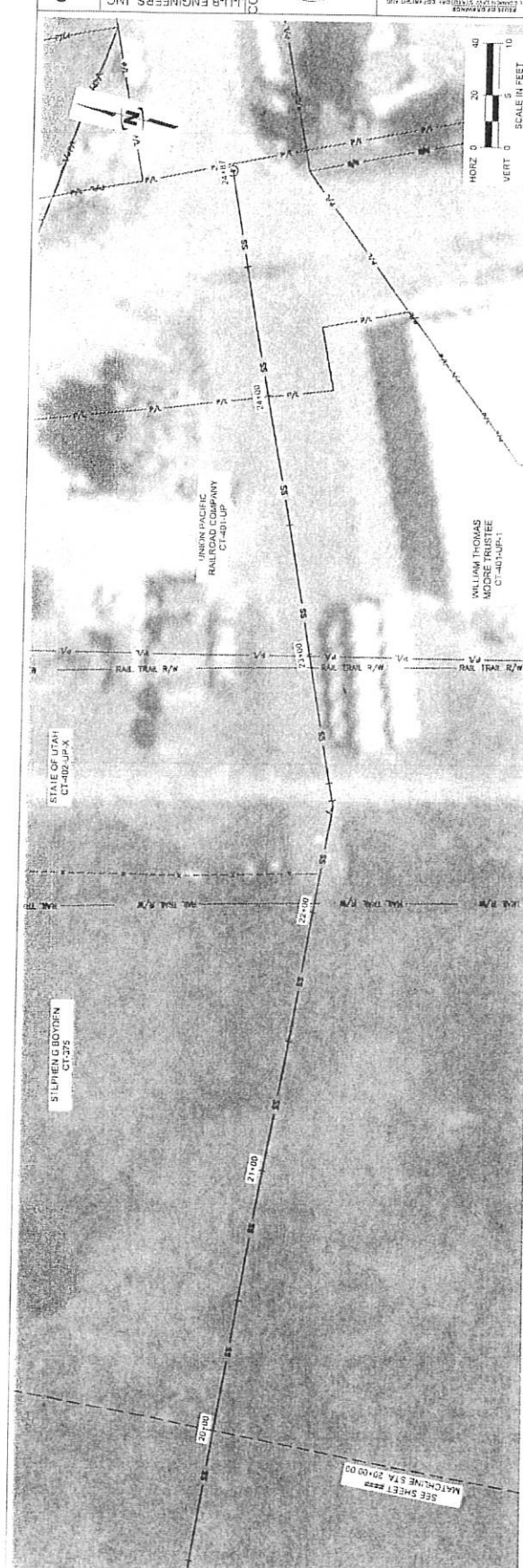


NO.	DESCRIPTION	DATE
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3	PLAN AND PROFILE STA 25+00 TO STA 25+68	10/27/2017
4	PLAN AND PROFILE STA 25+68 TO STA 26+00	10/27/2017
5	PLAN AND PROFILE STA 26+00 TO STA 26+68	10/27/2017
6	PLAN AND PROFILE STA 26+68 TO STA 27+00	10/27/2017
7	PLAN AND PROFILE STA 27+00 TO STA 27+68	10/27/2017
8	PLAN AND PROFILE STA 27+68 TO STA 28+00	10/27/2017
9	PLAN AND PROFILE STA 28+00 TO STA 28+68	10/27/2017
10	PLAN AND PROFILE STA 28+68 TO STA 29+00	10/27/2017

SOUTH LIFT STATION AND FORCE MAIN
COALVILLE CITY

PLAN AND PROFILE STA 20+00 TO STA 24+68

SHEET NUMBER
C-205



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CONSTRUCTION

SEWERLINE DETAIL - STA 10+00

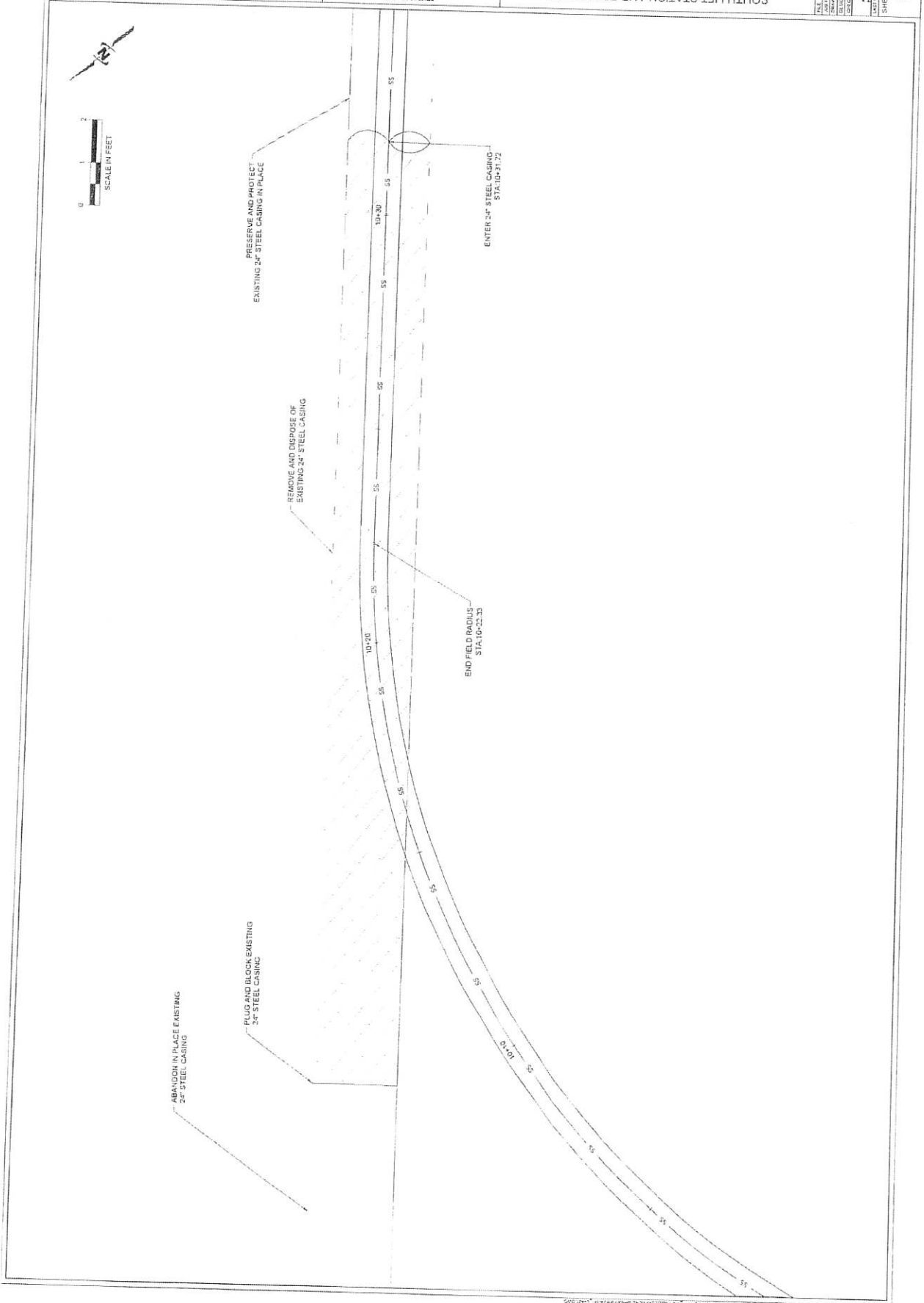
SOUTH LIFT STATION AND FORCE MAIN
COALVILLE CTY

REVISIONS

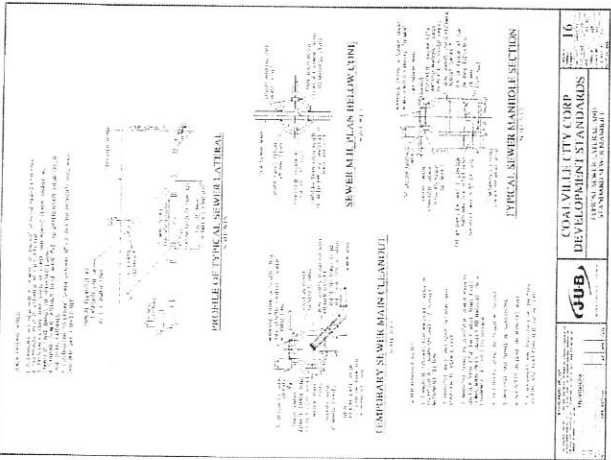
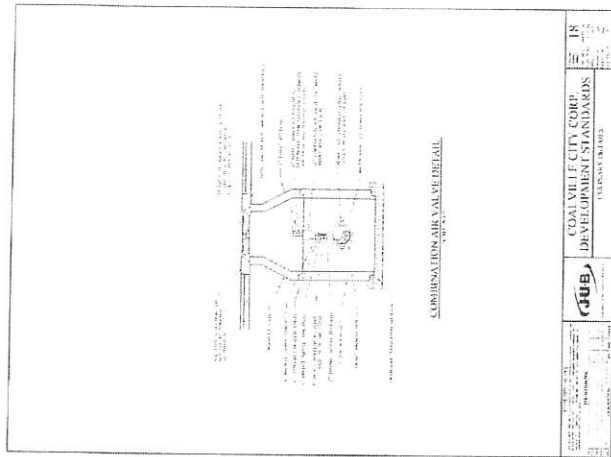
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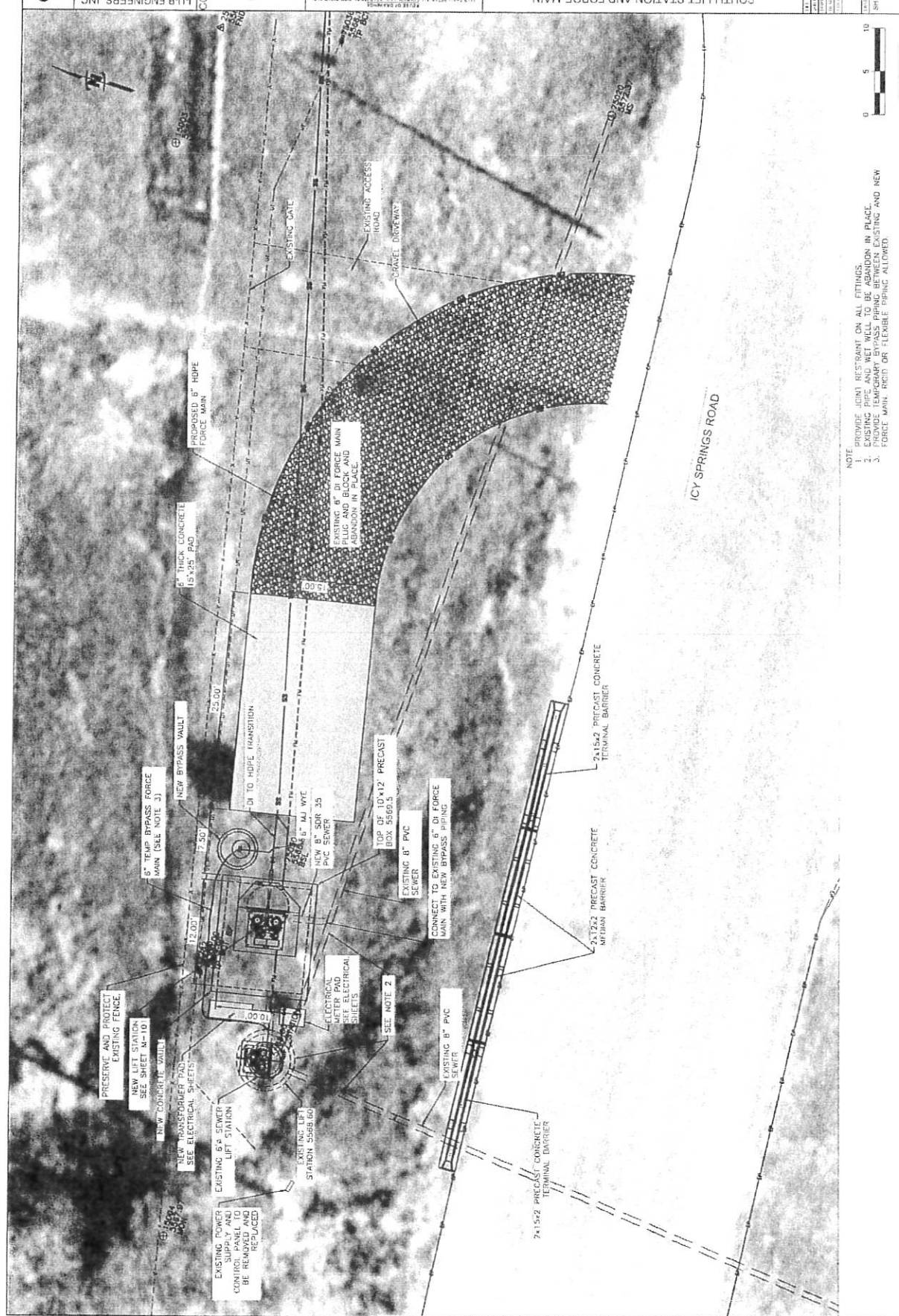
PROJECT INFORMATION

PROJECT NO.: 2024-001
SHEET NO.: 1 OF 1
DRAWN BY: JUB
CHECKED BY: JUB
DATE: 01/15/2024



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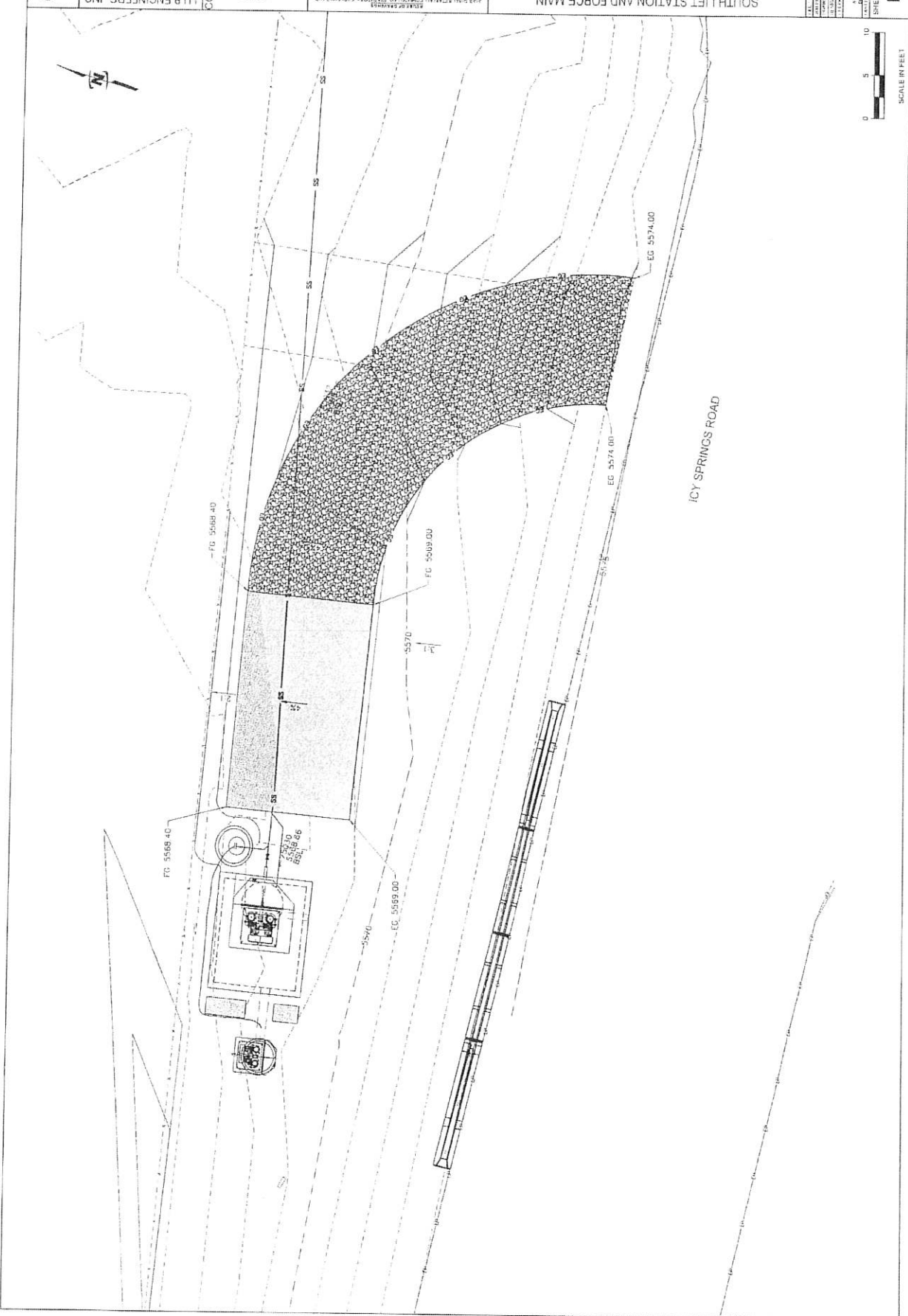
CONSTRUCTION



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10	REVISION	

SOUTH LIFT STATION AND FORCE MAIN
COALVILLE CITY
LIFT STATION GRADING PLAN

DATE: 11/11/2011	BY: JUB
DESIGNED BY: JUB	CHECKED BY: JUB
APPROVED BY: JUB	DATE: 11/11/2011
SHEET NUMBER: M-102	



SCALE IN FEET



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NO.	REVISION	DATE
1	ISSUED FOR PERMIT	11/27/2024
2	REVISED FOR COMMENTS	12/10/2024
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4	REVISED FOR COMMENTS	12/10/2024
5	REVISED FOR COMMENTS	12/10/2024
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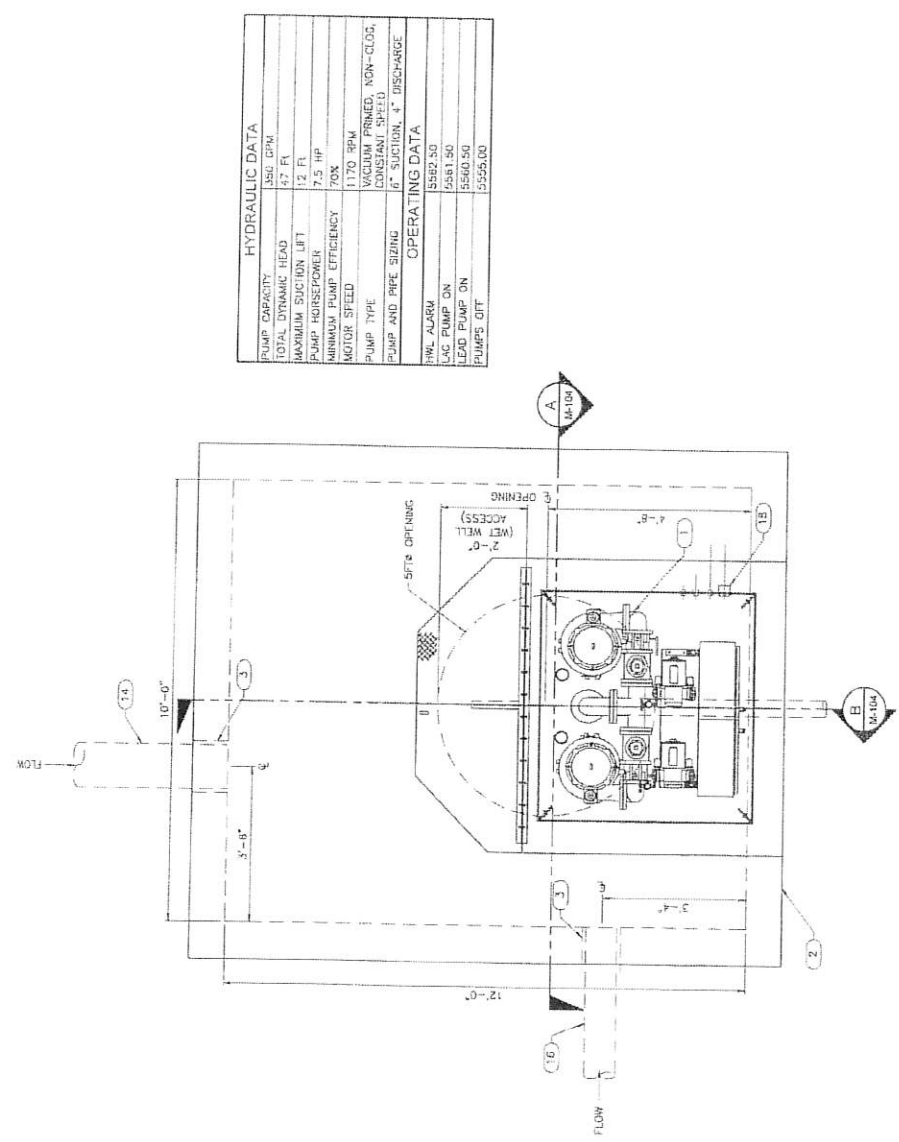
SOUTH LIFT STATION AND FORCE MAIN
COALVILLE CITY
LIFT STATION PLAN
SHEET NUMBER
M-103

GENERAL NOTES:

1. DEMO AND REMOVE EXISTING INTERNAL PIPING, GUIDE WALLS, AND OTHER APPURTENANCES SALVAGE EXISTING PUMPS AND PROVIDE TO CITY.
2. PUMP STATION MECHANICAL MATERIAL/EQUIPMENT SHOWN IS FOR SCHEMATIC PURPOSES. CONTRACTOR TO PROVIDE ALL NECESSARY MATERIALS, EQUIPMENT, AND PIPE SPOOL LENGTHS AS REQUIRED FOR A FULLY COMPLETED LIFT STATION. FIELD VERIFY ALL DIMENSIONS (BOTH VERTICAL AND HORIZONTAL). VERIFY ALL DIMENSIONS AND MATERIALS BEFORE ORDERING. PROVIDE A DIMENSIONED DRAWING WITH SHOP DRAWINGS, PIPING, SPOOLS, AND PUMP CONNECTIONS WITH SHOP DRAWING SUBMITTAL. COORDINATE WORK WITH RELATED TRADES TO AVOID CONFLICTS.
3. INSTALL PUMP AND RELATED PUMP EQUIPMENT IN STRICT ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, AND MANUFACTURER'S RECOMMENDATIONS.
4. LIFT STATION ELECTRICAL AND CONTROLS TO BE PROVIDED BY OTHERS.
5. SITE IMPROVEMENTS AND FINAL GRADING TO BE PROVIDED BY OTHERS.
6. GROUT SEAL/REPAIR EXISTING PENETRATIONS IN WET WELL STRUCTURE.
7. CONTRACTOR TO VERIFY DIAMETER AND DEPTH OF EXISTING WET WELL.

KEYED NOTES:

- (1) WET WELL MOUNTED SEWER LIFT STATION WITH COLO WEATHER PACKAGE AND EMERGENCY BYPASS CONNECTION (SEE SPECIFICATION).
- (2) PRECAST TUFKRAFT CONCRETE WET WELL, CONCRETE UO WITH 5FT DIAMETER OPENING, PROVIDE FLAT LEVEL SURFACE ON TOP RIBB SECTION FOR MOUNTING LIFT STATION.
- (3) MANHOLE CONNECTION ADAPTER, KOF-N-SEAL OR EQUAL GROUT SMOOTH INTO PLACE.
- (4) 6" SCH 80 PVC SUCTION PIPE, TYP. EA PUMP (BY CONTRACTOR).
- (5) LEVEL CONTROL SYSTEM - FLOATS AND PRESSURE TRANSDUCER (PROVIDED BY PUMP MANUFACTURER INSTALLED BY CONTRACTOR).
- (6) 4" DI DISCHARGE PIPE, MATCH FORCE MAIN CONNECTION ELEVATION, CORRE DRILL HOLE FOR FORCE MAIN PENETRATION, INSTALL URM-SEAL ON APPL. EQUAL.
- (7) SUCTION PIPE CONNECTION, CONTRACTOR TO INSTALL GASKETS AND SEALANT PROVIDED BY PUMP STATION MANUFACTURER TO ENSURE A GAS TIGHT SEAL BETWEEN THE WET WELL AND THE PUMP SMD.
- (8) DISCHARGE PIPING SHALL BE SUPPORTED AND RESTRAINED TO PREVENT SEPARATION AT THE COUPLING LOCATED JUST BENEATH THE BASE PLATE.
- (9) PRIOR TO SETTING THE STATION ON TOP OF THE WET WELL, APPLY A LAYER OF NON-SHRINK OR LEADWIDE ON THE TOP OF THE DISCHARGE WET WELL. THE BASE PLATE SHALL BE LEVEL IN ALL DIRECTIONS WHEN COMPLETE.
- (10) PROVIDE GROUTING AS REQUIRED IN ACCORDANCE WITH PUMP MANUFACTURER RECOMMENDATIONS.
- (11) 8"x6" SCH. 80 PVC REDUCER.
- (12) 6"x4" DI ECC. REDUCER.
- (13) 6" FLEXIBLE COUPLING.
- (14) 12" SDR 35 SANITARY SEWER INLET.
- (15) 4" DRESSER O.D.G. (BY PUMP MANUFACTURER)
- (16) TIE IN EXISTING 8" PVC SEWER PIPE.
- (17) ELECTRICAL POWER SUPPLY TO MANUFACTURER CONTROL PANEL TO BE PROVIDED BY CONTRACTOR.



HYDRAULIC DATA	
PUMP CAPACITY	350 GPM
TOTAL DYNAMIC HEAD	47 FT
MAXIMUM SUCTION LIFT	12 FT
PUMP HORSEPOWER	7.5 HP
MINIMUM PUMP EFFICIENCY	70%
MOTOR SPEED	1770 RPM
PUMP TYPE	VACUUM PRIMED, NON-CLOG, CONSTANT SPEED
PUMP AND PIPE SIZING	
6" SUCTION, 4" DISCHARGE	
OPERATING DATA	
FWL ALARM	5562.50
LAC PUMP ON	5561.50
LEAD PUMP ON	5560.50
PUMPS OFF	5555.00

1 LIFT STATION PLAN
SCALE NOT TO SCALE

LIFT STATION SECTIONS

M-104



LIFT STATION SECTIONS
SCALE: NOT TO SCALE

SCALE: NOT TO SCALE



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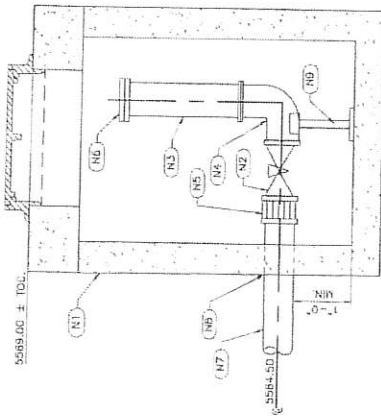
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SOUTH LIFT STATION AND FORCE MAIN
COALVILLE CITY
BYPASS VAULT DETAIL
SHEET NUMBER
M-105

KEYED NOTES

- (N1) 48" DIA. VAULT - PRECAST CONC. MH W/ FLAT TOP, FROST PROOF FRAME AND COVER. LOCATE VALVE OPERATOR AND BLIND FLANGE WITHIN COVER OPENING FOR ACCESS.
- (N2) 6" FLO PLUG VALVE W/ GEAR AND NUT
- (N3) 6" FLO DI SPOOL
- (N4) 6" FLO DI 90 BEND - COMPACT
- (N5) 6" RFCA
- (N6) 6" DI BLIND FLANGE
- (N7) 6" DI FORCE MAIN
- (N8) LINK SEAL, 6" EQUAL
- (N9) PIPE SUPPORT



B1 BYPASS VAULT DETAIL
SCALE: NOT TO SCALE

**WOHALI PUBLIC INFRASTRUCTURE DISTRICT NO. 1
RESOLUTION RATIFYING CERTIFIED DISTRICT ELIGIBLE COSTS
AND PAYMENTS UNDER INFRASTRUCTURE ACQUISITION
AND REIMBURSEMENT AGREEMENT
(September 29, 2025)**

WHEREAS, Wohali Public Infrastructure District No. 1, in Coalville City, Summit County, State of Utah (the “**District**”), a quasi-municipal corporation and political subdivision of the State of Utah (the “**District**”), duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953 as amended from time to time and any successor statute thereto (the “**Special District Act**”); and

WHEREAS, the District has the power to provide certain public infrastructure, improvements and services as described in the Special District Act and Public Infrastructure District Act within and without its boundaries (collectively, the “**Public Infrastructure**”), as authorized in accordance with the Governing Document for the District approved by the Coalville City Council on January 10, 2023 (the “**Governing Document**”); and

WHEREAS, the District and Wohali Land Estates, LLC (“**Wohali Land Estates**”) are parties to that certain Infrastructure Acquisition and Reimbursement Agreement dated April 27, 2023, (the “**Agreement**”); and

WHEREAS, capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement; and

WHEREAS, the Agreement establishes the terms and conditions for the reimbursement of District Eligible Costs to Wohali Land Estates from the Project Fund, and, as applicable, for the acquisition of Public Infrastructure that is to be conveyed to the District; and

WHEREAS, the Agreement provides that District Eligible Costs shall be reviewed by the District Accountant and District Engineer, and upon certification, may be accepted and reimbursed upon the adoption of an Acceptance Resolution or action by a designated officer authorized by resolution; and

WHEREAS, pursuant to the Agreement, Wohali Land Estates has submitted eight Applications for Acceptance of District Eligible Costs/Dedicated Public Infrastructure (“**Applications**”) and such additional information as the District may reasonably require; and

WHEREAS, a designated officer of the Board received a satisfactory Engineer’s Cost Certification, and Accountant’s Cost Certification for each of these eight Applications; and

WHEREAS, the designated officer of the Board approved each of the eight Applications and made requisitions from the Project Fund held by the Trustee (as set forth in Section 5.9 of the Indenture), which requisition directed the Trustee to make payment of the Certified District Eligible Costs directly to Wohali Land Estates, LLC; and

WHEREAS, the Board desires to ratify the approval of Certified District Eligible Costs and declare satisfaction of the conditions to acceptance as set forth in the Agreement, subject to any variances or waivers which the Board may allow in its sole and absolute discretion, and with any reasonable conditions the Board may specify (hereinafter, the “**Acceptance Ratification**”).

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT:

1. Incorporation of Recitals. The above recitals are hereby incorporated into and made a part of this Acceptance Resolution.

2. Acknowledgement of Documents Received. With respect to Public Infrastructure that is being dedicated to other governmental entities, Public Infrastructure to be acquired by the District, and funds advanced, the Board makes the following findings.

- a. The Board has received and reviewed all Applications for Acceptance of District Eligible Costs/ Dedicated Public Infrastructure.
- b. Wohali Land Estates has submitted all of the information required under Exhibit A - Schedule 1 of the Agreement for all **eight** Applications.
- c. The Connexion Group-Civil LLC (“**The Connexion Group**”) has reviewed the invoices and other material presented to substantiate the District Eligible Costs and issued an Engineer Cost Certification for each Application, attached hereto as **Exhibit A1-A8**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition and/or reimbursement, and that such costs are reasonable and appropriate for the type of Public Infrastructure being constructed.
- d. CliftonLarsonAllen LLP has reviewed the Engineer’s Cost Certification and invoices and other material presented to substantiate the District Eligible Costs and has issued an Accountant Cost Certification for each Application, attached hereto as **Exhibit B1-B8**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition/and or reimbursement.

3. Acceptance of Certified District Eligible Costs. The Board, having reviewed the Applications for Acceptance of District Eligible Costs and Public Infrastructure, Engineer’s Cost Certifications, Accountant’s Cost Certifications, and all other information as deemed necessary and appropriate for all **eight** Applications, finds and determines that the Certified District Eligible Costs accepted pursuant to the approval thereof is **\$** . Based on the documentation received, the Board further finds that the applicable requirements set forth in the Agreement have been satisfied, and that the Certified District Eligible Costs were properly approved for payment by the District subject to the terms of the Agreement.

4. Ratification of Payment of Certified District Eligible Costs from the Project Fund. Pursuant to the Agreement, the District ratifies the requisition from the Project Fund held by the

Trustee (as set forth in Section 5.9 of the Indenture), and recognizes that the Trustee made appropriate payment of the Certified District Eligible Costs directly to Wohali Land Estates, LLC.

[Signature Page Follows.]

ADOPTED SEPTEMBER 29, 2025.

DISTRICT:

**WOHALI PUBLIC INFRASTRUCTURE
DISTRICT NO. 1**, a quasi-municipal
corporation and political subdivision of the State
of Utah

By: _____
Officer of the District

Attest:

By: _____
Secretary

INFRASTRUCTURE ACQUISITION

AND

REIMBURSEMENT AGREEMENT

BETWEEN

WOHALI PUBLIC INFRASTRUCTURE DISTRICT NO. 1

AND

WOHALI LAND ESTATES, LLC

DATED _____

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EXHIBIT A - Application for Acceptance of District Eligible Costs
Dedicated Public Infrastructure

EXHIBIT B – Application for Acceptance of District Eligible Costs
District Public Infrastructure

EXHIBIT C - Application for Acceptance of District Eligible Costs
Capital Services Costs

INFRASTRUCTURE ACQUISITION AND REIMBURSEMENT AGREEMENT

This INFRASTRUCTURE ACQUISITION AND REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____, 20__, by and between WOHALI PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Utah (the “**District**”), and **WOHALI LAND ESTATES LLC** (“**Wohali Land**”).

RECITALS

A. The District was organized to provide Public Infrastructure for the Project as authorized in the PID Act, Special District Act, and the Governing Document for the District.

B. In accordance with the PID Act, Special District Act, and the Governing Document, the District has the power to perform any act or exercise any power reasonably necessary for the efficient operation of the District in carrying out their purposes.

C. Wohali Land Estates has incurred or in the future may incur District Eligible Costs, which may consist of Eligible Public Infrastructure Costs, Eligible Capital Service Costs, or both.

D. The Parties desire to establish the terms and conditions for the reimbursement of District Eligible Costs that become Certified District Eligible Costs.

E. The District does not intend to direct the design or construction of any Public Infrastructure by way of this Agreement.

F. Pursuant to [Utah Code Section 17B-1-103\(l\)](#), the District is permitted to enter into contracts that the Board considers necessary, convenient, or desirable to carry out the District’s purposes, and the Board has determined that the best interests of the District, property owners within the District, and the public, are served by entering into this Agreement, and this Agreement is in furtherance of the purposes for which the District was established.

G. The Parties acknowledge and agree that this Agreement is intended to fully supersede and replace that certain Infrastructure Acquisition and Reimbursement Agreement between the District and Wohali Land Estates, LLC, dated April 27, 2023, (the “**Prior Agreement**”). Upon execution of this Agreement, the Prior Agreement shall be of no further force or effect, and all rights and obligations of the Parties thereunder are hereby terminated and extinguished, except to the extent any payments or actions were validly made or taken pursuant to the Prior Agreement prior to the effective date hereof, which shall remain valid and binding.

H. The Parties have authorized their respective officers or representatives to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

COVENANTS AND AGREEMENTS

ARTICLE 1

PURPOSE OF AGREEMENT

1.1 **Purpose of Agreement.** This Agreement establishes the terms and conditions for the reimbursement of Certified District Eligible Costs by the District, and the terms and conditions for the acquisition of District Public Infrastructure.

ARTICLE 2

DEFINITIONS

2.1 **Definitions.** In this Agreement, unless a different meaning clearly appears from the context, capitalized terms mean:

Accountant's Cost Certification: a written certification issued by the District's Accountant following review of an Engineer's Cost Certification, invoices, and other material presented to substantiate Eligible Public Infrastructure Costs, in form and substance reasonably acceptable to the District, declaring the total amount of Eligible Public Infrastructure Costs proposed for reimbursement.

Accountant's Services Cost Certification: a written certification issued by the District's Accountant following review of invoices, and other material presented to substantiate the Eligible Capital Services Costs, in form and substance reasonably acceptable to the District, declaring the total amount of Eligible Capital Services Costs proposed for reimbursement.

Agreement: this Infrastructure Acquisition and Reimbursement Agreement between the Parties dated [REDACTED].

Application for Acceptance of District Eligible Costs/Application: an application by Wohali Land Estates for reimbursement of Eligible Public Infrastructure Costs or Eligible Capital Services Costs, in the form attached to this Agreement as **Exhibits A, B and C**.

Application Review Procedures: those requirements set forth in Article III hereof by which an Application for Acceptance of District Eligible Costs is evaluated for sufficiency as a condition to adoption of a District Acceptance Resolution.

Board: the duly elected and/or appointed Board of Trustees of the District.

Bonds: means bonds, notes or other financial obligations issued by the District with respect to which proceeds are available for the payment of Certified District Eligible Costs.

Certified District Eligible Costs: means District Eligible Costs that have been accepted by the District through adoption of a District Acceptance Resolution.

Component Unit(s): portions of Public Infrastructure that are substantially complete and fit for their intended purposes, whether or not yet placed in service.

Construction Drawings: drawings prepared by a licensed and registered engineer and approved by the applicable governmental entity, by which Public Infrastructure has been built.

Dedicated Public Infrastructure: means Public Infrastructure that is to be dedicated to another governmental entity for public use.

Design Engineer's Certification: a certification in form and substance reasonably acceptable to the District from an engineer or other appropriate design professional, licensed in Utah and approved by the District, stating that 1) the Public Infrastructure, or applicable Component Unit thereof, has been inspected for compliance with approved designs, plans and construction standards, and, if applicable, Construction Drawings; 2) that the Public Infrastructure, or applicable Component Unit thereof, has been substantially constructed in accordance with the approved designs, plans and construction standards, and, if applicable, Construction Drawings; and 3) the Public Infrastructure is fit for its intended purpose.

Developer: Wohali Land Estates, LLC

District Acceptance Resolution: a resolution adopted by the Board following satisfactory completion of the Common Application Review Procedures as set forth in Section 3.2 hereof.

District Acquisition Resolution: a resolution adopted by the Board following satisfactory completion of the Additional Application Review Procedures as set forth in Section 3.3 hereof.

District Accountant: an accountant licensed to practice in the State of Utah that has been engaged by the District.

District Eligible Costs: collectively, the Eligible Public Infrastructure Costs and the Eligible Capital Services Costs.

District Engineer: an engineer licensed to practice in the State of Utah that has been engaged by the District.

District Public Infrastructure: Public Infrastructure that is intended to be owned and operated by the District.

District Inspection Report: a report issued by the District Engineer following an Inspection in connection with District Public Infrastructure, addressing those matters set forth Section 3.3 hereof.

District: Wohali Public Infrastructure District No. 1.

Eligible Public Infrastructure Costs: costs related to the acquisition, financing, planning, design, construction, and installation of Public Infrastructure that may be lawfully funded by the

District under the PID Act and the Governing Document, and which may represent Dedicated Public Infrastructure and/or District Public Infrastructure.

Eligible Capital Services Costs: costs of certain services and/or work directly related to the ability of the District to provide and/or the provision of Public Infrastructure, including but not limited to: District organizational costs, engineering, architectural, surveying, construction planning, and related legal, accounting, and other professional services.

Engineer's Cost Certification: a written report certifying that, in the opinion of the District Engineer, the cost of the Public Infrastructure is reasonable considering the type of Public Infrastructure being reviewed.

Inspection: with respect to District Public Infrastructure, an inspection conducted by the District Engineer and Wohali Land Estates to ascertain the completion of such Public Infrastructure and/or whether corrective work is required prior to acceptance by the District.

Governing Document: means the Governing Document for the District approved by Coalville City.

Maximum Repayment Term: shall mean, with respect to any and all costs accepted by an Acceptance Resolution, and not otherwise the subject of a Reimbursement Obligation, twenty (20) years from the date of each such Acceptance Resolution, or such lesser period as may be established in the Governing Document.

Notices: shall mean those forms of notice authorized by Section 7.4 hereof.

Party or Parties: means the District or Wohali Land Estates, individually; Parties refers to the District and Wohali Land Estates, collectively.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Project: the proposed development described generally in the Governing Document, for which the District is authorized to furnish Public Infrastructure.

Public Infrastructure: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act to serve the future property owners and inhabitants of the District as determined by the Board, and includes Public Infrastructure and Improvements as defined in the PID Act.

Registered Municipal Advisor: means a municipal advisor as defined in Section 15B of the federal "Securities Exchange Act of 1934," that is registered with the securities and exchange commission under Section 15B of the federal "Securities Exchange Act of 1934."

Reimbursement Obligation/s: one or more notes, bonds, or other financial obligations issued at the request of Wohali Land Estates in the amount of Certified District Eligible Costs as approved from time to time.

RMA Rate: the interest rate derived from an interest rate analysis performed by a Registered Municipal Advisor.

Special District Act: means Title 17B of the Utah Code, including Chapter 2a, Part 13, Infrastructure Financing Districts, as amended from time to time.

State: means the State of Utah.

Third-Party Accounting Firm: an accounting firm mutually selected by the Parties to perform certain functions as set forth in Sections 3.2 and 3.3 hereof.

Third-Party Engineering Firm: an engineering firm mutually selected by the Parties to perform certain functions as set forth in Section 3.2 hereof.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended from time to time.

UTPIF Rate: The rate published each January by the Public Treasurers Investment Fund at <https://treasurer.utah.gov/for-government/public-treasurers-investment-fund/ptif-rates/>

ARTICLE 3

APPLICATION FOR ACCEPTANCE/REVIEW PROCEDURES

3.1 **Application for Acceptance of District Eligible Costs.** Wohali Land Estates will initiate a request for the District's acceptance of District Eligible Costs by submitting the following, as applicable:

a. For Dedicated Public Infrastructure, a completed "Application for Acceptance of District Eligible Costs - Dedicated Public Infrastructure" attached hereto as **Exhibit A** and incorporated herein by this reference.

b. For District Public Infrastructure, a completed "Application for Acceptance of District Eligible Costs - District Public Infrastructure" attached hereto as **Exhibit B** and incorporated herein by this reference.

c. For Eligible Capital Services Costs, a completed "Application for Acceptance of District Eligible Costs - Capital Services Costs" attached hereto as **Exhibit C** and incorporated herein by this reference.

d. For an interest in land required for the construction of roadway, park, or storm ponds, or for land that is required to be dedicated for Public Infrastructure, a copy of pre-development appraisal, closing statement for the bulk land purchase, or assessed value records from the County Assessor or other sources.

e. Notwithstanding the provisions of Section 3.1, no Application for Acceptance of District Eligible Costs – Dedicated Public Infrastructure may be submitted

to the extent such Application includes costs for Dedicated Public Infrastructure that has not received conditional acceptance from the applicable governmental entity, unless a) the District has Bond proceeds available to fund the full amount to be requested, and b) the District agrees to accept such Application. In such an event, the provisions of Section 3.3 regarding the conduct of an inspection and issuance of an Inspection Report shall apply.

3.2 Common Application Review Procedures - Eligible Public Infrastructure Costs. Following receipt of a complete Application for Acceptance of District Eligible Costs as provided in Section 3.1 (a) or (b) above, the District shall promptly direct the following to occur:

a. The District shall direct the District Engineer to review the Application for Acceptance of District Eligible Costs to substantiate the District Eligible Costs associated with the Public Infrastructure proposed for reimbursement for the purpose of issuing an Engineer's Cost Certification. Such Engineer's Cost Certification shall be issued promptly upon completion of the Engineer's review. Wohali Land Estates may dispute the conclusions set forth in the Engineer's Cost Certification, and the Parties shall attempt to resolve any such disputes in good faith, within 30 days of issuance thereof. In the event the Parties are not able to resolve such disputes within 30 days of the date of the Engineer's Cost Certification, the Parties shall submit the dispute to a Third-Party Engineering Firm, whose findings shall be binding on the Parties. The fees and expenses of the Third-Party Engineering Firm shall be split equally between the Parties, unless otherwise agreed.

b. Upon receipt of the Engineer's Cost Certification, the District shall direct the District Accountant to review the Engineer's Cost Certification and Application for Acceptance of District Eligible Costs and issue an Accountant's Cost Certification. Wohali Land Estates may dispute the conclusions set forth in the Accountant's Cost Certification, and the Parties shall attempt to resolve any such dispute in good faith. In the event the Parties are not able to resolve such disputes within 30 days of the date of the Accountant's Cost Certification, the Parties shall submit the dispute to a Third-Party Accounting Firm, whose findings shall be binding on the Parties. The fees and expenses of the Third-Party Accounting Firm shall be split equally between the Parties.

3.3 Additional Application Review Procedures - District Public Infrastructure. In addition to the requirements set forth in Section 3.2, upon receipt of an Application for Acceptance of District Eligible Costs – District Public Infrastructure, the District shall promptly direct the following to occur:

a. The District Engineer, or other appropriate consultant engaged by the District according to the nature of the work being inspected, shall conduct an Inspection of the Public Infrastructure within 30 days of the submission of a complete Application for Acceptance of District Eligible Costs – District Public Infrastructure. If Wohali Land Estates, or its representative, wants to join the Inspection of the Public Infrastructure it shall make a request to the District Engineer in writing.

b. Within 14 days after the Inspection, the District Engineer shall issue a District Inspection Report that addresses the following:

i. whether the Public Infrastructure has been constructed in substantial accordance with the Construction Drawings;

ii. whether the Public Infrastructure is fit for its intended purpose; and

iii. whether any corrective work is necessary before declaring satisfaction of subsections (i) and (ii) hereof, in which case the District Inspection Report will include a punch list of such items.

c. If the District Inspection Report identifies any necessary corrective work, Wohali Land Estates shall be responsible for correcting such work listed on the punch list to the reasonable satisfaction of the District. The Parties shall mutually agree on a date by which such corrective work must be completed, failing which the Application shall be deemed terminated. In such event, Wohali Land Estates may submit a new Application to initiate the acceptance process anew. Within 30 days after the corrective work has been completed, the Engineer and Wohali Land Estates shall jointly inspect the Public Infrastructure that was found to be defective, and upon a determination by the District that the corrective work is satisfactory, the District Engineer shall issue a new District Inspection Report for such Public Infrastructure.

d. The District and Wohali Land Estates agree and acknowledge that, in the event that the District Engineer determines that the District Public Infrastructure, was completed in a manner that makes direct inspection of such District Public Infrastructure by the District Engineer (and issuance of the District Inspection Report) impossible or infeasible, then Wohali Land Estates shall be required to obtain a Design Engineer's Certification to be issued to the District as a condition to acceptance.

3.4 **Application Review Procedures - Eligible Capital Services Costs.** Upon receipt of an Application for Acceptance of District Eligible Costs – Capital Services Costs using the form attached hereto as **Exhibit C**, the District shall promptly direct the District Accountant to review the invoices and other material presented to substantiate the District Eligible Costs and to issue an Accountant's Services Cost Certification. Wohali Land Estates shall have a reasonable opportunity to dispute the conclusions set forth in the Accountant's Services Cost Certification, and the Parties shall attempt to resolve any such dispute in good faith. In the event the Parties are not able to resolve such disputes within 30 days of the date of the Accountant's Services Cost Certification, the Parties shall submit the dispute to a Third-Party Accounting Firm, whose findings shall be binding on the Parties. In such event, the fees and expenses of the Third-Party Accounting Firm shall be split equally between the Parties.

3.5 **Documentary Requirements in Exhibit Schedules.** Wohali Land Estates acknowledges that the Exhibits contain additional documentary requirements that must be met, unless modified or waived by the District, as a condition to the adoption of any District Acceptance Resolution and agrees to satisfy same.

ARTICLE 4

DISTRICT ACCEPTANCE

4.1 **District Acceptance Resolution.** The Parties agree that no reimbursement shall be required under this Agreement unless and until the District has adopted a District Acceptance Resolution. Upon completion of the applicable Application Review Procedures described in Article III hereof, the District shall accept the District Eligible Costs and (if applicable) acquisition of the District Public Infrastructure within a reasonable time thereafter, not to exceed 60 days. Such acceptance shall be evidenced by the District adopting a District Acceptance Resolution and thereupon the District Eligible Costs so accepted shall become Certified District Eligible Costs. The District Acceptance Resolution shall declare the satisfaction of the requirements of this Agreement, subject to any waivers or modifications of specific requirements as the District may, in its sole discretion, approve. The District Acceptance Resolution shall also address the means by which reimbursement is to occur, as contemplated in Section 5.1 hereof.

4.2 **Reimbursement Subject to Availability of Funds.** The obligation of the District to reimburse Wohali Land Estates following adoption of an Acceptance Resolution shall be subject to availability of funds, and as otherwise provided in Section 5.1 hereof, however, the Parties agree that the District has no obligation to reimburse Wohali Land Estates where Wohali Land Estates or its affiliates are in default on the payment of any debt service assessments due on any property owned by Wohali Land Estates within the boundaries of the District or where a default by Wohali Land Estates has occurred and resulted in a foreclosure of any property within the boundaries of the District.

4.3 **District Acquisition Resolution.** Upon completion of the applicable Application Review Procedures described in Article III hereof, the District shall acquire the District Public Infrastructure within a reasonable time thereafter, not to exceed 60 days. Such acquisition shall be evidenced by the District adopting a District Acquisition Resolution. The District Acquisition Resolution shall declare the satisfaction of the requirements of this Agreement, subject to any waivers or modifications of specific requirements as the District may, in its sole discretion, approve.

ARTICLE 5

PAYMENT OF CERTIFIED DISTRICT ELIGIBLE COSTS

5.1 **Payment of Certified District Eligible Costs.** In connection with the adoption of a District Acceptance Resolution and satisfaction of any conditions to reimbursement as may be set forth therein, the District shall tender to Wohali Land Estates, or any other entity as directed by Wohali Land Estates, the amount of the Certified District Eligible Costs from the sources identified below in the following order of priority (unless otherwise agreed to by Wohali Land Estates):

- a. First, from the proceeds of Bonds (whether available at the time of adoption of a District Acceptance Resolution or at any time thereafter), in which case, within three (3) business days of adoption of a District Acceptance Resolution, the District shall make a requisition in the amount of the Certified District Eligible Costs from any project fund

held by the bond trustee (or such lesser amount as may then be available in the project fund), which requisition shall direct that the bond trustee make payment of the applicable amount directly to Wohali Land Estates. To the extent Bond proceeds are not available within three (3) business days of adoption of a District Acceptance Resolution, but subsequently become available upon a future Bond issuance, payment of Certified District Eligible Costs shall be made at closing, with such funds being issued directly to Wohali Land Estates;

b. Second, from such funds as the District determines, in its sole and absolute discretion, to be available; and/or

c. Third, through the issuance of one or more Reimbursement Obligations.

5.2 Limitation on Payment Source for Dedicated Improvements Not Conditionally Accepted. Notwithstanding the foregoing, and subject to the provisions of 3.1.d hereof, reimbursement for Dedicated Public Infrastructure in advance of conditional acceptance by the applicable governmental entity shall be limited to proceeds from the issuance of Bonds available at the time of adoption of an Acceptance Resolution with respect to such Public Infrastructure.

5.3 Interest Prior to Issuance of Reimbursement Obligations. With respect to Certified Capital Services Costs that are deferred in accordance with Section 5.1.a above, interest shall accrue on such amounts, compounding annually, at the rate published each January by the Public Treasurers Investment Fund published at <https://treasurer.utah.gov/for-government/public-treasurers-investment-fund/ptif-rates/> (“Interest Rate”). Such Interest Rate shall adjust on an annual basis. Interest shall begin accruing from the date of adoption of a District Acceptance Resolution until the earlier of the following: (i) the date a Reimbursement Obligation is issued to evidence the Certified Capital Services Costs; or (ii) the date of repayment in full of all interest then due and payable, along with the principal balance of Certified Capital Services Costs.

5.4 Such interest shall accrue from the date of adoption of such District Acceptance Resolution to the earlier of the date Reimbursement Obligation is issued to evidence the Certified District Eligible Costs, or the date of repayment in full of the applicable Certified District Eligible Costs.

5.5 Issuance of Reimbursement Obligations. Subject to any limitations or restrictions contained in any loan or bond documents, the Governing Document and the conditions of this Section, upon request of Wohali Land Estates, the District hereby agrees to issue to or at the direction of Wohali Land Estates one or more Reimbursement Obligations to evidence any repayment obligation of the District then existing with respect to Certified District Eligible Costs, and interest accrued, under this Agreement. Such Reimbursement Obligations shall be payable solely from the sources identified in the Reimbursement Obligations, including, but not limited to, *ad valorem* property tax revenues of the District, and shall be secured by the District’s pledge to apply such revenues as required thereunder, unless otherwise consented to by Wohali Land Estates. Such Reimbursement Obligations shall mature on a date or dates, subject to the limitation set forth herein, and bear interest at a market rate, to be determined at the time of issuance of such Reimbursement Obligations.

a. In connection with the issuance of any such Reimbursement Obligation, the District shall make such filings as it may deem necessary to comply with the provisions of [Utah Code Section 17D-4-301](#), as amended.

b. To the extent such Reimbursement Obligations may be issued as tax-exempt obligations, and upon the request of Wohali Land Estates, such obligations shall be issued with a tax-exempt opinion of nationally recognized bond counsel.

c. The District shall bear the costs of issuance of the Reimbursement Obligations.

d. The terms of this Agreement may be used to construe the intent of the Parties in connection with the issuance of any Reimbursement Obligations and shall be read as nearly as possible to make the provisions of any Reimbursement Obligations and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the terms of any Reimbursement Obligations, the terms of such Reimbursement Obligations shall prevail.

ARTICLE 6

TERMINATION

6.1 **Termination of Obligation to Reimburse.**

a. Notwithstanding any provision in this Agreement to the contrary, this Agreement and the District's obligation to reimburse Wohali Land Estates for any and all Certified District Eligible Costs not converted to Reimbursement Obligations shall terminate automatically and be of no further force or effect upon the occurrence of: (i) Wohali Land Estates's voluntary dissolution, liquidation and winding up; (ii) administrative dissolution (or other legal process not initiated by Wohali Land Estates, dissolving Wohali Land Estates as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (iii) the initiation of bankruptcy, receivership or similar process or actions with regard to Wohali Land Estates (whether voluntary or involuntary). The termination of this Agreement and the District's reimbursement obligations set forth herein shall be absolute and binding upon Wohali Land Estates and its successors and assigns. Wohali Land Estates, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the District relating to or arising out of the District's reimbursement obligations under this Agreement, in the event that any of the occurrences described in this Section occur.

b. Furthermore, this Agreement and the District's obligations under this Agreement to reimburse Wohali Land Estates shall terminate at the earlier of the repayment in full of the Certified District Eligible Costs or at the expiration of the Maximum Repayment Term. The Parties hereby agree and acknowledge that, upon the termination date set forth in the preceding sentence, any obligation of the District to reimburse Wohali Land Estates for amounts due and outstanding under this Agreement, including accrued interest, shall be forgiven in its entirety, generally and unconditionally released, waived,

acquitted and forever discharged, and shall be deemed a contribution to the District by Wohali Land Estates and there shall be no further obligation of the District to pay or reimburse Wohali Land Estates with respect to such amounts. This limitation shall not apply to Reimbursement Obligations, which shall mature in accordance with their terms.

ARTICLE 7

MISCELLANEOUS

7.1 **Default/Remedies.** In the event of a breach or default of this Agreement by any Party, the non-defaulting Party, after having given notice to the other Party and a 30-day period to cure said breach or default, shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees, expert witness fees and court costs.

7.2 **Time is of the Essence/Modification of Performance Dates.** Time is of the essence hereof; provided, however, that if the last day permitted or otherwise determined for the performance of any required act under this Agreement falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated. Notwithstanding the foregoing, any date specified for completion of any required act by either Party hereunder may be modified upon the mutual agreement of the Parties.

7.3 **Indemnification.** Wohali Land Estates hereby agrees to indemnify and save harmless the District from all claims and/or causes of action, including but not limited to mechanic's liens, arising out of the fraudulent misrepresentation or misstatement in connection with Wohali Land Estates's performance of its obligations hereunder.

7.4 **Notices.** All notices, demands and communications (collectively, "Notices") under this Agreement shall be delivered or sent, addressed to the address of the intended recipient set forth below or such other address as a Party may designate by notice pursuant to this Section, by: (a) first class, registered or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, or (c) sent by confirmed facsimile transmission or email. Notices shall be deemed given either one business day after delivery to the overnight carrier, three days after being mailed as provided in clause (a) or (b) above, or upon confirmed delivery as provided in clause (c) above.

To the District:	Wohali Public Infrastructure District No. 1
	c/o WBA , PC
	350 East 400 South, #2301
	Salt Lake City, UT 84111
	Attention: Blair Dickhoner
	(303) 858-1800
	Email: bdickhoner@wbapc.com

To Wohali Land Estates, LLC
Estates: 5499 South Woodcrest Drive
Salt Lake City, Utah 84117
Attention John Kaiser – Managing Partner
Email: jkaiser@wohalipartners.com

7.5 **Amendments.** This Agreement may only be amended or modified by a writing executed by the Parties.

7.6 **Severability.** If any portion of this Agreement is declared by any court of competent jurisdiction to be illegal, void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such illegal, 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.

7.7 **Governing Law/Venue.** This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Utah, 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. Venue for all actions arising from this Agreement shall be in the District Court in which the District is located.

7.8 **No Assignment.** This Agreement may not be assigned by either Party and any attempt to do so shall be null and void.

7.9 **Authority.** By execution hereof, the District and Wohali Land Estates represent and warrant that their representative signing hereunder has full power and lawful authority to execute this Agreement and to bind the respective Party to the terms hereof.

7.10 **Entire Agreement.** This Agreement constitutes and represents the entire, integrated agreement between the Parties with respect to the matters set forth herein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Agreement shall become effective upon the date set forth above.

7.11 **Inurement.** The terms of this Agreement shall be binding upon and inure to the benefit of the Parties as well as their respective successors.

7.12 **Legal Existence.** The District will maintain its legal identity and existence so long as any of the advanced amounts contemplated herein remain outstanding. The foregoing statement shall apply unless, by operation of law, another legal entity succeeds to the liabilities and rights of the District without materially adversely affecting Wohali Land Estates's privileges and rights under this Agreement.

7.13 **Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person

acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Governmental Immunity Act of Utah, [Utah Code Section 63G-7-101](#), *et. seq.*

7.14 **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 substantially and materially to the preparation of this Agreement.

7.15 **Parties Interested /No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. 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. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other third parties. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.16 **Electronic Storage and Execution.** The Parties agree that the transactions described herein may be conducted and related documents may be signed and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of electronically signed and stored documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Without limiting the foregoing, the Parties agree that in the event that any individual or individuals who are authorized to execute or consent to this Agreement on behalf of the District or Wohali Land Estates are not able to be physically present to manually sign this Agreement or any amendments or consents thereto, that such individual or individuals are hereby authorized to execute the same electronically via an electronic signature. Any electronic signature so affixed to this Agreement or any amendments or consents thereto shall carry the full legal force and effect of any original, handwritten signature.

7.17 **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.

7.18 **Supersession of Prior Agreement.** This Agreement supersedes, replaces, and renders null and void that certain Infrastructure Acquisition and Reimbursement Agreement between the District and Wohali Land Estates, LLC, dated April 27, 2023. All rights and obligations of the Parties under the Prior Agreement are hereby terminated and discharged, and the Prior Agreement shall have no further force or effect from and after the Effective Date of this Agreement, except that any reimbursement validly made under the Prior Agreement prior to the Effective Date shall remain valid and binding.

[The remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year 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.

DISTRICT:

WOHALI PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Utah

By: _____
Officer of the District

ATTEST:

By: _____

DEVELOPER:

WOHALI LAND ESTATES, LLC, a Utah limited liability company

By: _____

Printed Name

Title

EXHIBIT A

Application for Acceptance of District Eligible Costs Dedicated Public Infrastructure

Applicant Name: _____

Applicant Address: _____

State: _____ **Zip:** _____ **Daytime Phone #:** _____

Alt. Phone / Cell: _____

Email: _____

The District Engineer shall provide a table showing the categories; ownership entity; whether final, preliminary, or conditional acceptance has been achieved, and the proposed District Eligible Costs therefore.

By its signature below, the Applicant certifies that this Application for Acceptance of District Eligible Costs - Dedicated Public Infrastructure and all documents submitted in support of this application are true and correct, that the Applicant is authorized to sign this application, and that the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Infrastructure Acquisition and Reimbursement Agreement.

Signature: _____

Date: _____

Schedule 1 Documentary Requirements

In addition to the requirements set forth in Section 3.2 of this Agreement, the following additional documentary requirements apply in connection with the Application for Acceptance of District Eligible Costs – Dedicated Public Infrastructure, per **Exhibit A**:

Public Infrastructure that has been finally accepted by the applicable governmental entity	Public Infrastructure conditionally accepted by the applicable governmental entity	Public Infrastructure prior to conditional or final acceptance by the applicable governmental entity
If applicable, development agreement or similar.	If applicable, development agreement or similar.	If applicable, development agreement or similar.
Construction Drawings.	Construction Drawings.	Construction Drawings.
The preliminary or final plat.	The preliminary or final plat.	The preliminary or final plat.
		Contracts and approved change orders.
An itemized list of all hard improvement costs, which may include invoices or bids, along with unconditional lien waivers from the general contractor or other sufficient evidence of payment.	An itemized list of all hard improvement costs, which may include invoices or bids, along with unconditional lien waivers from the general contractor or other sufficient evidence of payment.	Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from any suppliers and subcontractors.
Invoices and evidence of payment for soft costs (consultants, testing, project management, etc.).	Invoices and evidence of payment for soft costs (consultants, testing, project management, etc.).	
A letter from the governmental entity (or equivalent initial written approval) to which the Public Infrastructure is being dedicated evidencing the governmental entity's final acceptance of such Public Infrastructure.	A letter from the governmental entity (or equivalent initial written approval) to which the Public Infrastructure is being dedicated evidencing the governmental entity's conditional acceptance of such Public Infrastructure.	

If applicable, all agreements pertaining to the reimbursement of the Public Infrastructure by entities other than the District.	If applicable, all agreements pertaining to the reimbursement of the Public Infrastructure by entities other than the District.	If applicable, all agreements pertaining to the reimbursement of the Public Infrastructure by entities other than the District.
If applicable, regional improvement agreements or other agreements obligating the District in cost-sharing arrangements.	If applicable, regional improvement agreements or other agreements obligating the District in cost-sharing arrangements.	If applicable, regional improvement agreements or other agreements obligating the District in cost-sharing arrangements.
		A license agreement or equivalent document from the jurisdiction to which the Public Infrastructure is to be dedicated, authorizing the District to enter onto public right-of-way and the Public Infrastructure to conduct any construction, installation, or maintenance of the Public Infrastructure in the event Wohali Land Estates fails to do so.
		Design Engineer Certification
	Submission of a letter or agreement in form and substance satisfactory to the District addressing: a) Wohali Land Estates's obligation to undertake all steps necessary to achieve final acceptance of the Public Infrastructure by the appropriate governmental entity, and b) to the extent not otherwise performed by the governmental entity having conditionally accepted such Public Infrastructure, Wohali Land Estates's obligation to maintain such Public Infrastructure until final acceptance thereof by the applicable governmental entity.	A letter agreement in form and substance satisfactory to the District establishing: a) Wohali Land Estates's obligation to undertake all steps necessary to achieve dedication to and final acceptance of the Public Infrastructure by the appropriate governmental entity and, b) Wohali Land Estates's obligation to maintain such Public Infrastructure until final acceptance thereof by the applicable governmental entity.

Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Engineer Cost Certification and Accountant Cost Certification.	Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Engineer Cost Certification and Accountant Cost Certification.	Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Engineer Cost Certification and Accountant Cost Certification.
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[EXHIBIT B]

**Application for Acceptance of District Eligible Costs
District Public Infrastructure**

Applicant Name: _____

Applicant Address: _____

State: _____ **Zip:** _____ **Daytime Phone #:** _____

Alt. Phone / Cell: _____

Email: _____

District Engineer shall provide a table showing the categories; ownership entity; whether final, preliminary, or conditional acceptance has been achieved, and the proposed District Eligible Costs therefore.

By its signature below, the Applicant certifies that this Application for Acceptance of District Eligible Costs - District Public Infrastructure by the District and all documents submitted in support of this application are true and correct, that the Applicant is authorized to sign this application, and that the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Infrastructure Acquisition and Reimbursement Agreement.

Signature: _____

Date: _____

Schedule 1 Documentary Requirements

In addition to the requirements set forth in Section 3.3 of this Agreement, the following additional documentary requirements apply in connection with the Application for Acceptance of District Eligible Costs – District Public Infrastructure, per **Exhibit B**:

Public Infrastructure that is to be owned by the District
If applicable, development agreement or similar.
Construction Drawings.
The preliminary or final plat.
Contracts and approved change orders.
Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from any suppliers and subcontractors.
If applicable, all agreements pertaining to the reimbursement of the Public Infrastructure by entities other than the District.
If applicable, regional improvement agreements or other agreements obligating the District in cost-sharing arrangements.
A license agreement or equivalent document from the jurisdiction to which the Public Infrastructure is to be dedicated, authorizing the District to enter onto public right-of-way and the Public Infrastructure to conduct any construction, installation, or maintenance of the Public Infrastructure in the event Wohali Land Estates fails to do so.
Design Engineer Certification.
A letter agreement in form and substance satisfactory to the District establishing: a) Wohali Land Estates's obligation to undertake all steps necessary to achieve dedication to and final acceptance of the Public Infrastructure by the appropriate governmental entity and, b) Wohali Land Estates's obligation to maintain such Public Infrastructure until final acceptance thereof by the applicable governmental entity.
Evidence satisfactory to the District that any and all real property interests necessary to permit the District's use and occupancy of the Public Infrastructure have been granted, or, in the discretion of the District, assurances acceptable to the District that Wohali Land Estates will execute or cause to be executed such instruments as shall satisfy this requirement. If the District is to assume ownership of any real property, a title commitment and form of Special Warranty Deed, in a form acceptable to the District, conveying the real property free and clear of all liens, claims and other encumbrances, except matters of record acceptable to the District.
Assignment of any warranties or guaranties.
Any operation and maintenance manuals.
Evidence that any underground facilities are electronically locatable (if applicable).
Approved landscape plan and certification by a landscape architect or engineer that all landscape improvements were installed in accordance with the approved landscape plan(s) (if applicable).
Test results for improvements conforming to industry standards (compaction test results, concrete tickets, hardscape test results, cut-sheets, etc.) (if applicable).
Pressure test results for any irrigation system (if applicable).
Such information as the District may require in order to insure the Public Infrastructure.

A Warranty Agreement, in form and substance acceptable to the District, providing that Wohali Land Estates will immediately correct or replace any Public Infrastructure that is defective to the reasonable satisfaction of the District at Wohali Land Estates's sole expense for a period of [1 year or two years].
An executed Bill of Sale for the Public Infrastructure in form and substance acceptable to the District.
Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Engineer Cost Certification and Accountant Cost Certification.

EXHIBIT C

Application for Acceptance of District Eligible Costs Capital Services Costs

Applicant Name: _____

Applicant Address: _____

State: _____ **Zip:** _____ **Daytime Phone #:** _____

Alt. Phone / Cell: _____

Email: _____

Description of the nature of the Eligible Service Costs and the relation to Public Infrastructure, as applicable: _____

By its signature below, the Applicant certifies that this Application for Acceptance of Eligible Service Costs and all documents submitted in support of this application are true and correct, that the Applicant is authorized to sign this application, and that the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Infrastructure Acquisition and Reimbursement Agreement.

Signature: _____

Date: _____

Schedule 1
Documentary Requirements

In addition to the requirements set forth in Section 3.4 of this Agreement, the following additional documentary requirements apply in connection with the Application for Acceptance of District Eligible Costs – Service Costs, per **Exhibit C**:

Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from any suppliers and subcontractors.
Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Accountant Cost Certification.



Date: September 27, 2024

Special Districts Preparation Statement of Work

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Wohali Public Infrastructure District No. 1 ("you," "your," "board of trustees" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2025 in connection with that agreement.

Scope of professional services

Shelby L. Clymer is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed records and a tracking system of fee impositions, due dates and payments; and at

direction of the board of directors, provide reporting of fee imposition and payments to the board of the district

- Process accounts payable including: confirmation that for payment of any vendors that there are sufficient funds budgeted and available, prior to the preparation and issuance of checks for approval by the board of trustees
- Coordinate with the district manager and/or district general counsel (in the event of legal issues) regarding financial matters and determine prior to the district entering any contract for capital or operations services that there are sufficient appropriations for same
- To the extent applicable, read and understand Developer Funding Agreements and coordinate funding from Developer necessary for the district to pay its obligations
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of trustees and in accordance with state law
- At the direction of the board of trustees, assist with the coordination and execution of banking and investment transactions and documentation
- In collaboration with district consultants and the board of trustees, assist with the preparation and filing of the annual budget as required by statute
- In collaboration with district consultants and the board of trustees, assist with the preparation and filing of the Certification of Tax Levies with the respective county or counties
- Assist the district's board of trustees in monitoring actual expenditures against appropriation/budget: at the direction of the board of trustees, evaluate budget to actual expenses and provide a report to the district board; advise the district board prior to paying any vendor amounts in excess of budgeted amounts
- If an audit or agreed-upon-procedures is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use

by the district's auditors

- If an audit is not required, prepare a Small Entity Report
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Read cost verifications and obtain acceptance and approval by the board of trustees for the district prior to the requisition or disbursement of funds
- Read and understand intergovernmental agreements that create financial or cost sharing obligations of the district
- Review claims for reimbursement from related parties prior to the board of trustees' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
 - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW
 - These procedures may not satisfy district policies, procedures, and agreements' requirements
 - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
- Be available during the year to consult with you on any accounting matters related to the district
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of trustees
- Develop and track key business metrics as requested and review periodically with the board of trustees
- Document accounting processes and procedures

- Continue process and procedure improvement implementation
- Report on cash flows
- Assist with bank communications
- Perform other non-attest services

Preparation services - financial statements

We will prepare the quarterly financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund and the related statement(s) or schedule(s) of revenues, expenditures, and changes in fund balance(s) for other applicable funds. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit or agreed-upon-procedures is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also

include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a)** Prepare quarterly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services. (GAAP stands for Generally Accepted Accounting Principles and refers to a common set of account rules, standards, and procedures.)
- b)** As requested, apply accounting and financial reporting expertise to assist you in the presentation of your quarterly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c)** Prepare the annual budget in accordance with the requirements prescribed by Utah law based on information provided by you.
- d)** Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Utah law.
- e)** If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f)** If applicable, we will complete the Small Entity Report in the form prescribed by the Utah Office of the State Auditor.

We will conduct our preparation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Small Entity Report (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements, in the quarterly financial statements, the annual budget, the Small Entity Report, and the year-end financial statements including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of trustees of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of trustees of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

No assurance statements

The quarterly financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: "No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For business type activities, the Statement of Cash Flows has been omitted".

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Utah law and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Utah law.

The Small Entity Report engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Small Entity Report in accordance with the requirements prescribed by the Utah Office of the State Auditor and assist management in the presentation of the Small Entity Report in accordance with the requirements prescribed by the Utah Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of

the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a)** The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Small Entity Report.
- b)** The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Utah law, and the preparation and fair presentation of the Small Entity Report (if applicable) in accordance with the requirements prescribed by the Utah Office of the State Auditor.
- c)** The presentation of the supplementary information.
- d)** The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Small Entity Report (if applicable) that are free from material misstatement, whether due to fraud or error.
- e)** The prevention and detection of fraud.
- f)** To ensure that the entity complies with the laws and regulations applicable to its activities.
- g)** The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h)** To provide us with the following:
 - i)** Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Small Entity Report (if applicable) such as records, documentation, and other matters.
 - ii)** Additional information that may be requested for the purpose of the engagement.
 - iii)** Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Small Entity Report (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Small Entity Report (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the board treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees and terms

Billing rates guaranteed through December 31, 2025:

Services performed by	Rate per hour
Principal	\$300-\$650
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$300
Senior	\$150-\$230
Staff	\$130-\$190
Administrative Staff	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Use of financial statements, the annual budget, the Small Entity Report

The financial statements, the annual budget, and the Small Entity Report (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Small Entity Report (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Small Entity Report (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Small Entity Report (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Small Entity Report (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are

not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Shelby L. Clymer

Principal

303-265-7812

shelby.clymer@claconnect.com

Response

This SOW correctly sets forth the understanding of Wohali Public Infrastructure District No. 1 and is accepted by:

CLA
CliftonLarsonAllen LLP

Shelby Clymer

Shelby L. Clymer, Principal

SIGNED 12/3/2024, 9:23:39 AM MST

Client
Wohali Public Infrastructure District No. 1

SIGN:

Dave Boyden

DATE:
