SPECIAL MEETING
SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT
Wednesday, October 22, 2025 at 11:00 a.m. at
ANCHOR LOCATION: Lennar Offices, 1100 W Traverse Pkwy, Suite 300, Lehi, UT 84043

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

https://us06web.zoom.us/j/83189428508?pwd=xA2xduLU6qPN9GDiZ1lur4PqNYzBVy.1
Meeting ID: 831 8942 8508
Passcode: 458455
Call in Number: 720-707-2699

Alexander Wajsman, Secretary	Term to May 15, 2025 to 6 years
Benjamin Godfrey, Vice Chair/Treasurer	Term to May 15, 2025 to 4 years
Seth Townsend, Trustee	Term to May 15, 2025 to 6 years
William Ryan, Trustee	Term to May 15, 2025 to 6 years
VACANT	

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order/Declaration of Quorum

2. Preliminary Action Items

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. Preliminary Action Items

   a. Consider Approval of Agenda

   b. Confirm Conflict of Interest Disclsousres

   c. Consider Election of President

5. Action Items

   a. Minutes from July 17, 2025 Special Meeting

   b. Approval of September 30, 2025 Unaudited Financial Statements

   c. Approval of Claims Listing

   d. Approval of Independent Contractor Agreement with The Connextion Group for Engineering Services

   e. Resolutions

      i. Ratification of Resolution Appointing New Board Member

ii. Adoption of 2026 Annual Administrative Resolution, Confirm Anchor Location and 2026 Regular Meetings for the third Wednesday of January, April, July, October and November, 2026 at 10:00am.

iii. Adoption of Resolution Adopting District Bylaws

iv. Adoption of Resolution of Cost Acceptance

6. Tentative 2026 Budget

   a. Consider Adoption of Tentative 2026 Budget and Confirm Public Hearing for November 13, 2025 at 2:00 pm to hear public comment on the same

7. Administrative Non-Action Items

   i. Board Training – Open and Public Meetings Act - https://training.auditor.utah.gov/courses/open-and-public-meetings-act-training-2025

   ii. Training required by State Auditor - https://training.auditor.utah.gov

8. Other Business

9. Adjourn

MINUTES OF MEETING
SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT
BOARD OF TRUSTEES

Wednesday, July 16, 2025 at 10:00 a.m. at
ANCHOR LOCATION: Lennar Offices, 1100 W Traverse Pkwy, Suite 300, Lehi, UT 84043

The meeting was open to the public and held in person at the address listed above and via teleconference.

Attendance

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

Alexander Wajsman

Benjamin Godfrey

Seth Townsend

Also present: Megan J. Murphy, Esq., Betsy F. Russon Esq. WBA, PC, Attorneys at Law, District General Counsel; Brendan Campbell, Pinnacle Consulting Group, Inc., District Accountant; and BJ Ryan, Carl Mathis and Sienna Imes, Lennar Homes.

Call to Order/Declaration of Quorum

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

Preliminary Action Items

Consider Approval of Agenda

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

Public Hearing

The Board conducted a public hearing to receive input from the public on the adoption of the tentative budget as the final budget for the calendar year of 2025.

No members of the Public were present.

Mr. Campbell presented the 2025 Final Budget to the Board for consideration.

Action Items

Consider Appointment to Fill Vacancy

Upon a motion duly made by Mr. Wajsman and seconded by Mr. Townsend, the Board unanimously appointed BJ Ryan to the District Board.

Minutes from June 25, 2025 Initial Meeting

Ms. Murphy reviewed the June 25, 2025, Special Meeting Minutes with the Board. Following discussion, upon a motion duly made by Mr. Townsend and seconded by Mr. Godfrey, and upon a vote unanimously carried, the Board approved the June 25, 2025 minutes.

Adopt final operating and capital budget for calendar year 2025

Mr. Campbell presented the 2025 Final Operating and Capital Budget to the Board for consideration. Following discussion, upon a motion duly made by Mr. Godfrey and seconded by Mr. Townsend, and upon a vote unanimously carried, the Board adopted the 2025 Final Operating and Capital Budget.

Review and Approve Proposal for Engineering Services

Ms. Murphy presented the proposals from IDES and The Connextion Group for services as District Engineer. Following discussion, upon a motion duly made by Mr. Godfrey and seconded by Mr. Townsend, and upon a vote unanimously carried, the Board approved the engagement of Connextion Group, Inc. for Engineering Services.

Administrative Non-Action Items

Board Training – Open and Public Meetings Act

Ms. Murphy reminded the Board members of the required annual training.

Training Required by state auditor for New Board Members

Ms. Murphy reminded the Board members of the required annual training.

Adjourn

There being no further business to come before the Board 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.

____
Alexander Wajsman
District Clerk/Secretary

The foregoing minutes were approved on the 22nd day of October, 2025.

SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT

FINANCIAL STATEMENTS
AND
TENTATIVE 2026 BUDGET

September 30, 2025

SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT
BALANCE SHEET

	Unaudited Actual 9/30/2025
Assets	
Current Assets	
Cash - Construction Fund 2025A	$ 1,191,008
Cash - Construction Fund2025B	279,360
Cash - COI Fund	14,101
Cash - Surplus Fund	171,125
Cash - Capital Interest Fund	376,688
Total Current Assets	$ 2,032,281
Total Assets	**$ 2,032,281**
Liabilities	
Long-Term Liabilities	
Bond Payable 2025A	$ 2,009,000
Bond Payable 2025B	288,000
Total Long-Term Debt	$ 2,297,000
Total Liabilities	**$ 2,297,000**
Fund Equity	
Net investment in Fixed Assets	$ (2,297,000)
Fund Balance	
Restricted	2,032,281
Unassigned	-
Total Fund Equity	**$ (264,719)**
Total Liabilities and Fund Equity	**$ 2,032,281**

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SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT
GENERAL FUND

	2025 Final Budget	Actual Through 9/30/2025	Variance Through 9/30/2025	2026 Tentative Budget
Revenues				
Developer Advances	$ 50,000		$ 50,000	$ -
Total Revenues	**$ 50,000**	**$ -**	**$ 50,000**	**$ -**
Expenditures				
Accounting and Finance	$ 15,000	$ -	$ 15,000	$ 15,750
Audit	10,000	-	10,000	10,500
Insurance	5,000	-	5,000	5,250
Legal/District Management	20,000	-	20,000	21,000
Total Expenditures	**$ 50,000**	**$ -**	**$ 50,000**	**$ 52,500**
Revenues Over/(Under) Expenditures	**$ -**	**$ -**	**$ -**	**$ (52,500)**
Beginning Fund Balance	**$ -**	**$ -**	**$ -**	**$ -**
Ending Fund Balance	**$ -**	**$ -**	**$ -**	**$ (52,500)**
			=	
TOTAL EXPENDITURES REQUIRING APPROPRIATION	**$ 50,000**	**$ -**	**$ 50,000**	**$ 52,500**

SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT
DEBT SERVICE FUND

	2025 Final Budget	Actual Through 9/30/2025	Variance Through 9/30/2025	2026 Tentative Budget
Revenues				
Property Taxes	$ -	$ -	$ -	$ 9,241
Interest and Other Income	-	-	-	-
Total Revenues	**$ -**	**$ -**	**$ -**	**$ 9,241**
Expenditures				
Bond Interest	$ -	$ -	$ -	$ 78,825
Trustee Fee	-	-	-	4,000
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ 82,825**
Other Sources/(Uses) of Funds:				
Transfer to Capital Fund	$ 547,813	$ 547,813	$ -	$ -
Net Other Sources/(Uses) of Funds:	**$ 547,813**	**$ 547,813**	**$ -**	**$ -**
Revenues Over/(Under) Expenditures	**$ 547,813**	**$ 547,813**	**$ -**	**$ (73,584)**
Beginning Fund Balance	**$ -**	**$ -**	**$ -**	**$ 547,813**
Ending Fund Balance	**$ 547,813**	**$ 547,813**	**$ -**	**$ 474,228**
			=	
Components of Ending Fund Balance				
Capitalized Interest	$ 376,688	$ 376,688	$ -	$ 303,103
Surplus Fund	171,125	171,125	-	171,125
Ending Fund Balance	**$ 547,813**	**$ 547,813**	**$ -**	**$ 474,228**
TOTAL EXPENDITURES REQUIRING APPROPRIATION	**$ -**	**$ -**	**$ -**	**$ 82,825**

PROPERTY TAX CALCULATION:	
Estimated Assessed Value	$ 1,540,085
Mill Levy	6.000
Property Tax Revenue	$ 9,241

SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT
CAPITAL PROJECTS FUND

	2025 Final Budget	Actual Through 9/30/2025	Variance Through 9/30/2025	2026 Tentative Budget
Revenues				
Interest and Other Income	$ -	$ -	$ -	$ -
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**
Expenditures				
Capital Outlay	$ 1,470,368	$ -	$ 1,470,368	$ 1,484,468
Total Expenditures	**$ 1,470,368**	**$ -**	**$ 1,470,368**	**$ 1,484,468**
Revenues over/(under) Expenditures	**$ (1,470,368)**	**$ -**	**$ (1,470,368)**	**$ (1,484,468)**
Other Sources/(Uses) of Funds:				
Bond Proceeds	$ 2,297,000	$ 2,297,000	$ -	$ -
Cost of Issuance	(278,819)	(264,719)	(14,100)	-
Transfer to Debt Service Fund	(547,813)	(547,813)	-	-
Net Other Sources/(Uses) of Funds:	**$ 1,470,368**	**$ 1,484,468**	**$ (14,100)**	**$ -**
Revenues Over/(Under) Expenditures	**$ 0**	**$ 1,484,468**	**$ (1,484,468)**	**$ (1,484,468)**
Beginning Fund Balance	**$ -**	**$ -**	**$ -**	**$ 1,484,468**
Ending Fund Balance	**$ 0**	**$ 1,484,468**	**$ (1,484,468)**	**$ -**
			=	
TOTAL EXPENDITURES REQUIRING APPROPRIATION	**$ 2,297,000**	**$ 547,813**	**$ 1,470,368**	**$ 1,484,468**

INDEPENDENT CONTRACTOR AGREEMENT
DISTRICT ENGINEERING SERVICES

This INDEPENDENT CONTRACTOR AGREEMENT, which term includes any and all exhibits attached hereto and amendments executed as provided herein (the "**Agreement**"), is effective as of the 16th day of July 2025, by and between SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT, a quasi-municipal municipal corporation and political subdivision of the State of Utah (the "**Client**"), and THE CONNEXTION GROUP – CIVIL LLC, a Colorado limited liability company (the "**Contractor**"). The Client and the Contractor are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

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

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

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

AGREEMENT

TERMS AND CONDITIONS

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

Directors, any officer or manager of Client, or other person having apparent authority to direct the Client. All such directives shall be binding upon the Client. The Contractor shall not be obligated to make further inquiry of any such person.

2. TERM/RENEWAL. This Agreement shall be effective as of July 16, 2025 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2025. The Client may, by written agreement, extend the term of this Agreement, but all extensions shall be subject to the Contractor's price/rate increase schedule, as detailed below in this Agreement. If this Agreement is a "multiyear contract" as defined in Section 63G-6a-103(49), Utah Code Annotated 1953, then it is subject to the provisions of Section 63G-6a-104, Utah Code Annotated 1953.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be entitled to reimbursement of expenses and compensation as provided in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the Client in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable as set forth in **Exhibit B**. The Client acknowledges that the Contractor may increase its rates and fees on an annual or other basis. The Contractor will provide the Client with not less than thirty (30) days prior notice of changes in rates and fees and the Client will have the option, upon receipt of such notice, to terminate this Agreement as set forth in Section 18 below, but otherwise will be deemed to have accepted such new rates and fees. Concurrent with the execution of this Agreement, the Contractor shall provide the Client with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

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

i. An itemized statement of the Services performed.

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

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Client within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Client may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Client to do so.

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

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

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

11. <u>CONTRACTOR'S INSURANCE</u>.

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

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

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

12. <u>CONFIDENTIALITY AND CONFLICTS</u>.

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

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

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

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

labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

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

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

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

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

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the Client for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Client's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement . The Contractor shall not subcontract any Services without prior written approval by the Client. The Contractor agrees that

each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the Client harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Client in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

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

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on

the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

Client:	Slate Canyon Public Infrastructure District c/o WBA, PC 350 East 400 South, #2301 Salt Lake City, UT 84111 Attention: Megan J. Murphy Phone: (303) 858-1800 Email: mmurphy@wbapc.com
Contractor:	The Connextion Group – Civil LLC 4785 Tejon St, Suite 101 Denver, CO 80211 Attention: Barrett Marrocco Phone: 970.604.0982 Email: Marrocco@TheConnextionGroup.com

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

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

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

24. GOVERNING LAW.

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

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

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

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

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

26. [RESERVED]

27. [RESERVED]

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

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

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

31. [RESERVED]

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

33. [RESERVED]

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

35. MISCELLANEOUS PROVISIONS.

a. The Contractor is familiar with and is stratified as to all laws and regulations that may affect cost, progress, and performance of the Work, including, but not limited to, Sections 63G-6a-101, et seq., Utah Code Annotated 1953 (the "Utah Procurement Code"), and shall comply with all such applicable laws and regulations.

b. 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 Client, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Client and, in particular, governmental immunity afforded to or available to the Client pursuant to Sections 63G-7-101, et seq., Utah Code Annotated 1953 (the "Governmental Immunity Act of Utah").

c. The Parties understand that all material provided or produced under this Agreement may be subject to Sections 63G-2-101, et seq., Utah Code Annotated 1953 (the "Utah Government Records Access and Management Act").

d. During the performance of this Agreement, the Client may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a Social Security number; a financial account number, or credit or debit card number; a required security code, access code, or password; an official state or government-issued driver's license or identification card number, as defined as "Personal information" in Utah Code § 13-44-102(4); or an address, birth date, Social Security number, tax identification number, passport number, driver license number, non-driver government-issued identification number (including a military identification number), telephone number, bank account number, student identification number, credit or debit card number, personal identification number, unique biometric data, employee or payroll number, automated or electronic signature, computer image file, photograph, computer screen name, personal identification code, or account balance, overdraft history, or payment history, as defined as "Identifying information" or "Personally identifiable information" in Utah Code § 13-40-102(7), (14). In compliance with Utah Code §§ 78B-4-701, et seq., the Cybersecurity Affirmative Defense Act, the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal

Identifying Information disclosed to GSH; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

e. Audits

i. The Contractor shall keep full and detailed books and records that relate to this Agreement and exercise such controls as may be necessary for proper financial management under this Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Client.

ii. The Contractor shall preserve these books and records for a period of six (6) years after final payment under this Agreement, or until all audits initiated under this Agreement within the six (6) year period have been completed, whichever is later.

iii. The Contractor shall require subcontractors to maintain all books and records relating to a subcontract for a period of six (6) years after final payment under a subcontract, or until all audit initiated under this Section within the six (6) year period have been completed, whichever is later.

iv. The Client or an audit entity under contract with the Client may audit the books and records of the Contractor and the Contractor shall provide in the Contractor's subcontractors that the Client or an audit entity under contract with the Client may audit the books and records of the Subcontractor. An audit under this section: (1) is limited to the books and records that relate to this Agreement and/or subcontracts entered into pursuant to this Agreement; and (2) may only occur at a reasonable place and time.

f. Lien Waivers must be in the statutory form prescribed in Utah Code Section 38-1a-802.

g. Retainage cannot exceed 5% and must be placed in an interest-bearing account and must be paid pursuant to Utah Code Section 13-8-5.

[Signature pages follow].

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

CLIENT:
SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT, a quasi-municipal municipal corporation and political subdivision of the State of Utah

____
NAME

____
TITLE

Client's Signature Page to Independent Contractor Agreement

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

____

____
Barrett Marrocco

____
Manager

Contractor's Signature Page to Independent Contractor Agreement

EXHIBIT A

SCOPE OF SERVICES

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

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

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

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

In the event the services requested are not able to be provided by The Connextion Group, we may be able to recommend another trusted firm for you.

EXHIBIT B

COMPENSATION SCHEDULE

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

Hourly rates are revised periodically to reflect the current cost for delivery of engineering services and the fees charged for services under this engagement may change without notice. The charge rate by position is as follows:

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

PAYMENT TERMS

Invoices will show the total time recorded per charge rate. We reserve the right to bill the Developer for our services performed that were by the direction of any representative of the Developer or District, whether in person or in writing. The Connextion Group invoices can include the total amounts invoiced for a specific period of time.

The Connextion Group invoices monthly or on any reasonable basis we may determine necessary. Except as set forth herein, the Developer agrees to make prompt payment of all outstanding fees and costs. We reserve the right to charge interest at the rate of 1.5% per month on the invoiced amounts 60 days after submission to the Developer and until paid. Additionally, The Connextion Group may upon five (5) days' notice to the Developer, suspend all Services until paid in full and may terminate the Agreement.

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

2. Commercial General Liability Insurance with minimum limits of liability of not less than $2,000,000 per occurrence for bodily injury and property damage liability; $2,000,000 designated location, general aggregate; and $1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

    a. premises operations;
    b. personal injury liability without employment exclusion;
    c. limited contractual;
    d. broad form property damages, including completed operations;
    e. medical payments;
    f. products and completed operations;
    g. independent consultants coverage; and
    h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

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

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

5. Professional liability insurance in the amount of $1,000,000.00 each occurrence.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

RESOLUTION

OF THE BOARD OF TRUSTEES OF THE

SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT

APPOINTING NEW BOARD MEMBER

WHEREAS, the Slate Canyon Public Infrastructure District (the "**District**") is a quasi-municipal corporation and political subdivision 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 (together, the "**Act**") from time to time and any successor statutes thereto; and

WHEREAS, Section V.A of the Governing Document for the District provides that the Board of Trustees (the "**Board**") shall be composed of five Trustees appointed by the City Council of Provo City, and further provides that any vacancy on the Board shall be filled pursuant to the Special District Act. In accordance with Section 17D-4-202 of the Act the remaining members of the District Board are authorized to appoint a replacement board member if a vacancy on the board occurs. In the event a vacancy on the Board is not filled within sixty (60) days of the occurrence of the vacancy, the City may appoint a member or member(s) to fill the vacancies; and

WHEREAS, a vacancy occurred on the Board due to the resignation of Steven Jackson; and

WHEREAS, the Board approved a Resolution on July 16, 2025, to fill this vacancy in compliance with the Governing Document, the Act, and Utah law.

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

1. **Appointment**. The Board hereby appoints William Ryan to serve as Trustee of the District, filling the vacancy created by Steven Jackson.

2. **Term**. William Ryan shall serve for the remainder of the unexpired term of the predecessor Trustee, consistent with the staggered terms established in the Governing Document.

3. **Authority**. This appointment is made pursuant to Section V.D. of the Governing Document, Section 17D-4-202 of the Utah Code, and other applicable provisions of Utah law.

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

ADOPTED JULY 16, 2025.

DISTRICT:

SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT, a quasi-municipal corporation and political subdivision of the State of Utah

By: ______________________________
Officer of the District

Attest:

By: ______________________________

SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT
JOINT ANNUAL ADMINISTRATIVE RESOLUTION
(2026)

WHEREAS, the Slate Canyon Public Infrastructure District (the "**District**"), a quasi-municipal corporation and political subdivision of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the "**Utah Code**") as amended from time to time and any successor statute thereto and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953,; and

WHEREAS, the Board of Trustees of the District has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its members and consultants to take the following actions.

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

1. Annual Registration with Lieutenant Governor. The Board directs the District's legal counsel to complete the required Local Government and Limited Purpose Entity Registration with the Lieutenant Governor's Office no later than July 1st of each year following the issuance of a Certificate of Creation/Incorporation in accordance with Utah Code Section 67-1a-15, and to notify the Lieutenant Governor's Office of any changes to this information within 30 days of such changes.

2. District Contact Information. The Board directs the District's legal counsel to post the name, phone number, and email address of each member of the Board to the Public Notice Website within 30 days of the trustee taking office and whenever the contact information changes, in accordance with Utah Code Section 17B-1-303.

3. Annual Report. The Board directs the District's legal counsel to file the annual report with the City of Provo, Utah, as outlined in the District's Governing Document and pursuant to Utah Code Section 17D-4-205.

4. Trustee Training – Board Member. Pursuant to Utah Code Section 17B-1-312 each member of the Board shall, within one year after taking office, complete training developed by the Office of the State Auditor in cooperation with the Utah Association of Special Districts, and provide certification thereof to the Recording Secretary. An online training course that fulfills this requirement is available at training.auditor.utah.gov.

5. Trustee Training – Open Meeting. Pursuant to Utah Code Section 52-4-104, each Trustee shall, not more than once per year, complete the training provided by the State Auditor on the requirements of the Open and Public Meetings Act, and provide certification thereof to the Recording Secretary.

6. Trustee Training - GRAMA (Records Officer). Pursuant to Utah Code Section 63G-2-108 the District Clerk/Secretary shall complete annually, an online training course in order to receive the required certification in GRAMA. This training can be accessed online at archives.utah.gov/rim/certification.html.

7. Oaths. Each Trustee shall take an Oath of Office as specified in Article IV, Section 10 of the Utah Constitution, and as prescribed in Utah Code Section 17B-1-303(3)(a)(i). The Board directs the District's legal counsel to file each Oath of Office with the office of the District Clerk/Secretary in accordance with Utah Code Section 17B-1-303(3)(b).

8. Trustee Bonds – Treasurer Required. Pursuant to Utah Administrative Code Section R628-4-2(A) and Utah Code § 17B-1-301 the District Treasurer shall secure crime insurance coverage in the amount shown in Utah Administrative Code Section R628-4-4.

9. Conflict of Interest Disclosure Statement – Annual Requirement. Pursuant to Utah Code Section 67-16-7; 67-16-8 and 67-16-9 the Board hereby determines that each Trustee shall complete a Conflict of Interest Disclosure Statement and file their conflicts of interest disclosures with the Recording Secretary at the end of January of each year. Additionally, throughout the year, each Trustee shall provide the Recording Secretary with any revisions, additions, corrections, or deletions to said conflicts of interest disclosures.

10. Officers. Pursuant to Utah Code Section 17B-1-309 and 11-50-202 The Board hereby acknowledges the following officers for the District:

Chair:	Benjamin Godfrey
Treasurer:	Seth Townsend
Clerk:	William Ryan
Recording Secretary:	Legal Counsel
Records Officer:	Legal Counsel
Chief Administrator Officer	Benjamin Godfrey
Chief Financial Officer	Amanda Castle

11. Trustee Compensation. At the discretion of the Board, Trustees may receive compensation for their service, and/or per diem and travel expenses in accordance with Utah Code Section 17B-1-307.

12. Notice of Meetings. The Board directs that all public notices be provided no less than 24 hours in advance and prepared in accordance with Utah Code Section 52-4-202.

13. Anchor Locations. Pursuant to Utah Code Section 52-4-101, *et seq.* and 52-4-207, and the District's Resolution Adopting Written Procedures Governing Electronic Meetings, the Board determines to establish the following primary anchor location(s): [ ]. If an additional or alternative anchor location is to be used for a Board meeting, such location shall be identified in the public notice of the meeting in accordance with Utah Code Sections 52-4-201 and 52-4-207.

14. Electronic Meeting Policy. The District may convene and conduct electronic meetings pursuant to Utah Code Section 52-4-207, and the District's Resolution Adopting Written Procedures Governing Electronic Meetings.

15. Regular Meeting Schedule. Pursuant to Utah Code Section 52-4-202(2)(a), the Board determines to hold regular meetings on the third Wednesday of January, April, July, October, and November, 2026 at 10:00am. All notices of meetings shall designate whether such meeting will be held by electronic means, at an anchor location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

16. Emergency Meeting. In the event of an unforeseen emergency, the Board may call an emergency meeting pursuant to Utah Code Section 52-4-202(5) provided that an attempt has been made to notify all the members of the Board and a majority of the Board approves the meeting.

17. Closed Meetings. The Board may determine to hold a closed meeting in compliance with Utah Code Section 52-4-204, and in accordance with Utah Code Section 52-4-205. Any minutes or recordings of a closed meeting shall be prepared and retained in accordance with the requirements of Utah Code Section 52-4-206.

18. Written minutes of open meetings -- Public records -- Recording of meetings. The Board directs the Recording Secretary to transcribe minutes of all regular and emergency meetings in accordance with Utah Code Section 52-4-203(2). Pursuant to Utah Code Section 52-4-203(4)(e)(i), the Board directs the Recording Secretary to make pending minutes available to the public within 30 days after holding the open meeting. Pursuant to Utah Code Section 52-4-203(e)(ii), the Board directs the Recording Secretary to post the approved minutes and any public materials distributed at the meeting in accordance with Utah Code Section 52-4-203(e)(ii).

19. Electronic Recording of Meetings. Pursuant to Utah Code Section 52-4-203(7)(b), no electronic recording of any open meeting shall be made or kept so long as the annual budgeted expenditures for all the District's funds, excluding capital expenditures and debt service, are $50,000 or less.

20. GRAMA. The Board hereby appoints the District's Recording Secretary/Records Officer as the official custodian for the maintenance, care, and keeping of all public records of the District, in accordance with the District's Resolution Adopting a Public Records Policy. The Board hereby directs its legal counsel, accountant, manager, and all other consultants to adhere to the District's Resolution Adopting a Public Records Policy.

21. Liability Insurance. Provided the District's annual budget is $50,000 or more, the Board directs the District's legal counsel to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with Utah Code Section 17B-1-113(1).

22. Tentative Budget/Budget Hearing. Pursuant to Utah Code Section 17B-1-607, the Board directs the District's accountant to provide a tentative budget to the Board for review on or before the first regularly scheduled meeting in November, at which time, the Board shall adopt the tentative budget, establish the time and place of a public hearing to take public comment on the same, and order notice of said hearing be provided in accordance with the requirements of Utah Code Section 17B-1-609.

23. Budget Hearing Posting Requirement. Following adoption of a tentative budget, and no less than seven days prior to the public hearing on the adoption of a final, the Board shall make available a copy of the tentative budget pursuant to Utah Code Section 17B-1-608(2)(b), the District shall publish the tentative budget as a class A notice under Utah Code Section 63G-30-102 for at least seven days. Pursuant to Utah Code Section 17-B-608(3), the tentative budget notice is exempt from the physical posting requirement described in Utah Code Section 63G-30-102(1)(c).

24. Final Budget. Following adoption of a final budget, the Board directs the District's accountant to file the Final Budget with the State Auditor within 30 days of adoption and post a copy of the Final Budget as required by Utah Code Section 17B-1-614(2).

25. Budget Amendment. Pursuant to Utah Code Section 17B-1-622, the Board directs the District's accountant to monitor all expenditures and, if necessary, to notify the District's legal counsel and the Board when expenditures are expected to exceed budgeted amounts.

26. Audits. Pursuant to Utah Code Section 17B-1-639 and within 180 days after the close of each fiscal year, the Board directs the District's accountant to prepare an annual financial report in conformity with generally accepted accounting principles as prescribed in the Uniform Accounting Manual for Special Districts.

27. Approval of Expenditures. Pursuant to Utah Code Section 17B-1-642(2), the Board authorizes the District's accountant to act as the financial officer of the District for the purposes of approving routine expenditures, such as utility bills, payroll-related expenses, supplies, and materials. The Board shall, at least quarterly, review all expenditures authorized by the District's accountant. Pursuant to Utah Code Section 17B-1-642(4), the Board hereby sets $10,000 as the maximum sum over which all purchases may not be made without the Board's approval.

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ADOPTED OCTOBER 22, 2025.

DISTRICTS:

SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT, a quasi-municipal corporation and political subdivision of the State of Utah

By: ______________________________
Officer of the District

Attest:

By: ______________________________