

# WPR UTILITY DISTRICT

36 S. State Street  
Suite 500  
Salt Lake City, UT 84111

## **NOTICE OF REGULAR MEETING AND AGENDA**

**DATE:** Tuesday, November 25, 2025

**TIME:** 5:00 p.m.

**LOCATION:** 36 S. State St., Suite 500  
Salt Lake City, UT 84111  
And Via Microsoft Teams

**ACCESS:** To attend via Microsoft Teams Videoconference, use the below link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDM5MmUyZTktODZiNi00MzU3LWEwNDEtZDM3N2IwZGQ2ZjY2%40thread.v2/0?context=%7b%22Tid%22%3a%223e95e77c-c839-42d7-a767-aac8531785ff%22%2c%22Oid%22%3a%228d48df21-9763-40d0-ba52-983e5a92dcea%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDM5MmUyZTktODZiNi00MzU3LWEwNDEtZDM3N2IwZGQ2ZjY2%40thread.v2/0?context=%7b%22Tid%22%3a%223e95e77c-c839-42d7-a767-aac8531785ff%22%2c%22Oid%22%3a%228d48df21-9763-40d0-ba52-983e5a92dcea%22%7d)

**BOARD OF** Gary Derck

**TRUSTEES:** Ed Schultz

Jenny Robinson

PUBLIC NOTICE is hereby given that the Board of Trustees (the “Board”), of the WPR Utility District (the “District”), will hold a meeting of the Board on Tuesday, November 25, 2025, commencing at 5:00 p.m., at 36 S. State St., Ste. 500, Salt Lake City, Utah, 84111 and via Microsoft Teams, at which time the Board shall proceed according to the following agenda:

*[FOR REFERENCE] “As the Chair of the Board of Trustees of the WPR Utility District, I hereby call this regular meeting of the Board to order at 5:-- P.M. on Tuesday, November 25, 2025, at 36 S State Street, Suite 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah’s Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.”*

## **I. ADMINISTRATIVE MATTERS**

- A. Call to order.
- B. Public Comment. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

- C. Review and consider approval of minutes from October 28, 2025, regular meeting (enclosure).

## **II. FINANCIAL MATTERS**

- A. Approve and/or ratify approval of payment of claims (enclosure).
- B. Consider approval of Propane Fee Schedule and set a public hearing to take public comment on the same. (enclosure)

## **III. MANAGER AND OPERATIONAL MATTERS**

- A. Update on Utility District operations.

## **IV. LEGAL MATTERS**

- A. Review and approve Propane Infrastructure Dedication Resolution, Bill of Sale, and Acquisition Application (enclosure).
- B. Update on changes to District Privacy Notice.

## **V. BOARD MEMBER MATTERS**

- A. Comments, reports, updates, and discussion of ongoing issues and future agenda topics.

## **VI. OTHER BUSINESS**

## **VII. ADJOURNMENT**

**[This notice to be published on the Utah Public Notice Website at least 24 hours prior to the meeting.]**

# **Draft October 28, 2025, Meeting Minutes**

MINUTES OF REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
WPR UTILITY DISTRICT (THE “DISTRICT”)  
HELD  
OCTOBER 28, 2025

A regular meeting of the Board of Directors of the WPR Utility District (referred to hereafter as the “Board”) was convened on Tuesday, October 28, 2025, at 5:01 p.m., at 36 S. State St., Suite 500, Salt Lake City, Utah 84111 and via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Trustees in attendance were:  
Gary Derck  
Ed Schultz  
Jenny Robinson

Also, In Attendance Were:  
Carley Herrick, Evan Tufts, Suzanne Bennett, Nathan Bell and Kelli Reid; Wasatch Peaks Ranch  
Todd Godfrey; Hayes Godfrey Bell, P.C.

ADMINISTRATIVE MATTERS

Call to Order:

The meeting was called to order at 5:01 p.m. by Trustee Derck, who recited the following:

*“As Chair of the Board of Trustees of the WPR Utility District, I hereby call this regular meeting of the Board to order at 5:01 P.M. on October 28, 2025, at 36 S. State St., Suite 500, Salt Lake City, Utah 84111. In compliance with the requirements of Utah’s Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.*

Public Comment:

None.

Minutes from September 23, 2025 Regular Meeting:

The Board reviewed the minutes. Trustee Schultz made a motion to approve the minutes from the September 23, 2025, regular meeting. Trustee Robinson seconded the motion. The motion passed unanimously.

FINANCIAL MATTERS

Payment of Claims:

The Board reviewed the payment of claims. Trustee Schultz made a motion to approve and/or ratify approval of the payment of claims. Trustee Robinson seconded the motion. The motion passed unanimously.

### **Q3 Financials:**

Mr. Tufts reviewed the Q3 financials with the Board. Various questions were asked and answered. Trustee Schultz made a motion to approve the Q3 Financials. Trustee Robinson seconded the motion. The motion passed unanimously.

## **MANAGER AND OPERATIONAL MATTERS**

### **Propane Infrastructure Dedication:**

Ms. Herrick reviewed the draft propane infrastructure dedication with the Board. Various questions were asked and answered. The Board set the propane infrastructure dedication for approval at the November board meeting.

## **LEGAL MATTERS**

### **Propane System Management Agreement**

Ms. Herrick reviewed the Propane System Management Agreement with the Board. Trustee Schultz made a motion to approve the Propane System Management Agreement. Trustee Robinson seconded the motion. The motion passed unanimously.

**Plat 6A ICA and Easement Agreement:** Ms. Herrick reviewed the Plat 6A ICA and Easement Agreement. Trustee Schultz made a motion to approve the Propane System Management Agreement. Trustee Robinson seconded the motion. The motion passed unanimously.

## **BOARD MEMBER MATTERS**

Trustee Derck requested an update from Mr. Bell regarding the status of corrections to will serve letters. Mr. Bell confirmed that he would send out corrected will serve letters to the impacted property owners.

Trustee Derck also inquired about the current propane rates. Mr. Bell recommended convening a working session to finalize propane rates and hookup fees. Mr. Tufts agreed to arrange a meeting within the coming weeks to address these matters.

## **OTHER BUSINESS**

None.

## **ADJOURNMENT**

There being no further business to come before the Board at this time, Trustee Schultz

motioned to adjourn the meeting at 5:19 p.m. Trustee Robinson seconded the motion. The motion passed unanimously.

Respectfully submitted,

By \_\_\_\_\_

District Chair

Attest:

By \_\_\_\_\_

District Clerk

DRAFT

# **Payment of Claims**

## WPR Utility District

For the period 10/14/2025-11/12/2025

### Paid Claims

Date	Person/Description	Reference	Balance	Remarks
10/17/2025	HAYES GODFREY BELL PC (v0000749)	9999101725	(340.00)	September Legal Services
10/21/2025	Oct 2025 Bank Fees		(18.71)	Oct 2025 Bank Fees
10/23/2025	WEBER BASIN WATER CONSERVANCY DISTRICT (v0000061)	2097	(48.00)	September Lab Billing
10/23/2025	CORE & MAIN LP (v0000548)	2098	(31,677.43)	PRV retrofit
10/23/2025	USA BLUE BOOK (v0000623)	2099	(209.89)	I-Beam Trolley - 2000" plain
10/23/2025	BLUE STAKES OF UTAH 811 (v0000728)	2100	(142.50)	XMLE Notifications
10/23/2025	WPR ROAD & FIRE DISTRICT (v0000708)	9999102325	(4,750.00)	50/50 Split - Excavator Rental - Wheeler RS0000320727
10/23/2025	WPR ROAD & FIRE DISTRICT (v0000708)	9999102325	(33,116.00)	50/50 Split - F-250 2025 1FT7W2BA9SEC94406
10/24/2025	NAPA AUTO PARTS-BriandBry LLC (v0000739)	9999102425	(72.44)	Supplies
10/30/2025	CLIFTONLARSONALLEN LLP (v0000514)	2101	(284.03)	Public Admin Services through 9/23/25
10/30/2025	USA BLUE BOOK (v0000623)	2102	(489.70)	Lift All 8 Lifting Sling
11/6/2025	AQUA ENVIRONMENTAL SERVICES (v0000223)	2103	(1,232.50)	Services through 9/30/25
11/6/2025	WPR DEVELOPMENT COMPANY LLC (v0000069)	9999110625	(27,773.00)	November 2025 Management Fee
11/6/2025	WPR DEVELOPMENT COMPANY LLC (v0000069)	9999110625	(3,000.00)	November 2025 Administrative Fee
11/6/2025	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999110625	(2,500.00)	November 2025 Accounting Services
11/7/2025	BLUE LINE TECHNOLOGIES INC (v0000039)	9999110725	(112.00)	October Billing
11/7/2025	NICKERSON CO INC (v0000775)	9999110725	(25,035.00)	Well A2 Turbine Bowl Assy.
11/7/2025	NICKERSON CO INC (v0000775)	9999110725	(27,534.00)	12 Stage Pump end and 3600 RPM Submersible Motor

(158,335.20)

### Unpaid Claims

	Vendor	Amount
4/3/2025	Mountainland Supply Company	06748668.004C
		(559.39) Credit on account

(559.39)

# **Propane Fee Schedule**

Fee Schedule					
WPR Utility District					
Fee	2025-2026	Frequency			
<b>Water</b>					
<b>Residential</b>					
<u>Water Service Fees</u>					
Water Standby Fee	\$10.00	Monthly (Billed Annually)			
Water Utility Base Rate	\$100.00	Monthly			
<u>Water Usage Fees Per 1,000 Gallons</u>					
Water Tier 1 Usage: <8000 Gallons	\$0.00	Monthly			
Water Tier 2 Usage: 8,001-12,000 Gallons	\$5.00	Monthly			
Water Tier 3 Usage: 12,001-16,000 Gallons	\$6.00	Monthly			
Water Tier 4 Usage: 16,001+ Gallons	\$7.00	Monthly			
<b>Commercial / Resort</b>					
<u>Water Service Fees</u>					
Water Standby Fee	\$10.00	Monthly			
Water Utility Base Rate	\$100.00	Monthly			
<u>Water Usage Fees Per 1,000 Gallons</u>					
Culinary:					
Small Commercial: <5,000 SF	\$5.50	Monthly			
Large Commercial: >5,000 SF	\$5.50	Monthly			
Non-Culinary:					
Irrigation, Snowmaking, & Golf	\$4.50	Monthly			
<b>Construction</b>					
General Contractor	\$50.00	Daily			
<b>Sewer</b>					
<u>Sewer Service Fee</u>					
Sewer Utility Base Rate	\$175.00	Per Month			
<b>Connection Fees*</b>					
<b>Water</b>					
Irrigation	\$3,000.00	One-Time			
<b>Water &amp; Sewer</b>					
Small: <= 2" Water Meter	\$20,000.00	One-Time			
Medium: > 2", < 6" Water Meter	\$25,000.00	One-Time			
Large: > 6" Water Meter	\$27,000.00	One-Time			
Multi-Family Building Connection	\$75,000.00	One-Time			
*Connection fees will be collected upon building permit application					
<b>Propane (per Gallon)</b>					
<b>Rate per Gallon</b>					
Cost (Wholesale)	Market Rate	Monthly			
Operator	\$0.30	Monthly			
Billing and Administration	\$0.20	Monthly			
Repairs and Maintenance	\$0.25	Monthly			
Capital Reserve	\$0.15	Monthly			
<b>Total Rate per Gallon</b>	<b>Market + \$0.90</b>				
Connection (Meter & Gas Line)	\$1,500	One-Time			

# **Propane Infrastructure Dedication**

# WPR UTILITY DISTRICT

## RESOLUTION 2025-04

### PROPANE INFRASTRUCTURE ACQUISITION RESOLUTION

WHEREAS, Wasatch Peaks Ranch, LLC (“**Wasatch Peaks**”), owns and is developing a private planned recreational community located in Morgan County, Utah (the “**County**”), called Wasatch Peaks Ranch (the “**Development**”), and in connection therewith has installed and constructed, and as of the date hereof is continuing to install and construct significant infrastructure facilities and improvements (the “**Public Service Infrastructure**”), necessary to provide essential public utility services within the Development including systems (collectively, the “**Utility Services**”); and

WHEREAS, WPR Utility District (the “**District**”), was created by the County to provide the Utility Services to and for the benefit of the public comprised of those persons owning property within the boundaries of the District, and their guests, tenants, assignees, transferees, contractors, and invitees (collectively, the “**District’s Citizens**”); and inasmuch as the legal boundaries of the District generally align with the boundaries of the Development, the public served by the District is thus limited to the District’s Citizens and not the public generally; and

WHEREAS, the District has entered into that certain Infrastructure Acquisition and Reimbursement Agreement by and among the WPR Utility District, WPR Road & Fire District, Wasatch Peaks Ranch Public Infrastructure District and Wasatch Peaks Ranch, LLC, dated April 27, 2023, an executed copy of which is attached as Exhibit A hereto (the “**Acquisition Agreement**”), pursuant to which, among other things the District has agreed to receive the dedication of and acquire from Wasatch Peaks the Public Service Infrastructure which is to thereupon be owned, operated, maintained, repaired and replaced by the District and utilized by it in providing Utility Services to the District’s Citizens, subject to and in conformance with all terms, covenants, conditions and procedures set forth in the Acquisition Agreement; and

WHEREAS, the District’s Board of Trustees (the “**Board**”), has found and determined, in conformance with the provisions and procedures set forth in Paragraph 3.c. of the Acquisition Agreement<sup>1</sup>, that:

(1) Wasatch Peaks, pursuant to a duly executed Application for Acquisition, has duly requested that the District acquire the completed portions of the Public Service Infrastructure (the “**Completed Infrastructure**”), identified and more particularly described in Exhibit B hereto;

(2) The District’s Engineer has reviewed the Infrastructure Plans and Facilities pertaining to the Completed Infrastructure to be acquired by the District pursuant to this Resolution, and has verified payment to the applicable contractors and suppliers;

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<sup>1</sup> The defined terms utilized in this Resolution with reference to the Acquisition Agreement shall have the same meanings as defined in the Acquisition Agreement.

(3) The Board has received from the Engineer and has reviewed and accepted the Engineer's Infrastructure Certification;

(4) No waivers have been granted;

(5) With respect to those portions of the Competed Infrastructure to be acquired by the District, as delineated in Exhibit B hereto, which are not 100% complete as of the date hereof, the full and final completion of the same is provided for pursuant to the terms of that certain Phase 1 Improvement Completion Agreement ("Completion Agreement"), entered into by and between Wasatch Peaks and the County, dated April 20, 2022, an executed copy of which is attached as Exhibit C hereto, and is guaranteed and secured by the collateral posted by Wasatch Peaks with the County pursuant thereto;

(6) The agreement providing for sufficient financial guarantees to secure performance by Wasatch Peaks of its warranty obligations against defects in materials, workmanship, construction and installation of the Completed Infrastructure, and providing for the maintenance, repair and replacement of the Completed Infrastructure by Wasatch Peaks during the one (1) year warranty period is included within the terms and provisions of the Completion Agreement;

(7) Wasatch Peaks has supplied all other information and satisfied the requirements and conditions necessary to enable the District to acquire the Completed Infrastructure, and the Board otherwise being fully advised with respect hereto;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The District hereby accepts the dedication of the Completed Infrastructure and shall acquire all components of the same, subject to the following:

(a) Wasatch Peaks shall execute and deliver to the District a duly executed Bill of Sale, deeds and such other instruments of conveyance as shall be required to convey legal title to all of the respective components of the Completed Infrastructure, in form and substance reasonably acceptable to the District as approved by the District's legal counsel;

(b) Wasatch Peaks shall execute and deliver to the District all easements and rights- of-way as shall be required to enable the District to own, utilize, operate, maintain, repair and replace all components of the Completed Infrastructure, in form and substance reasonably acceptable to the District as approved by the District's legal counsel;

(c) Wasatch Peaks shall assign to the District all equipment and system warranties and contract rights associated with any of the components of the Completed Infrastructure, and deliver to the District all documents, instruction materials and other information related to the Completed Infrastructure which are in the possession of Wasatch Peaks.

2. This Resolution shall take effect immediately.

DATED this 25<sup>th</sup> day of November, 2025.

**WPR UTILITY DISTRICT**

By: \_\_\_\_\_  
Gary Derck - Chairman, Board of Trustees

## **CERTIFICATION**

I hereby certify that the foregoing is a true and accurate copy of a resolution adopted Trustees of WPR Utility District on the 25<sup>th</sup> day of November, 2025.

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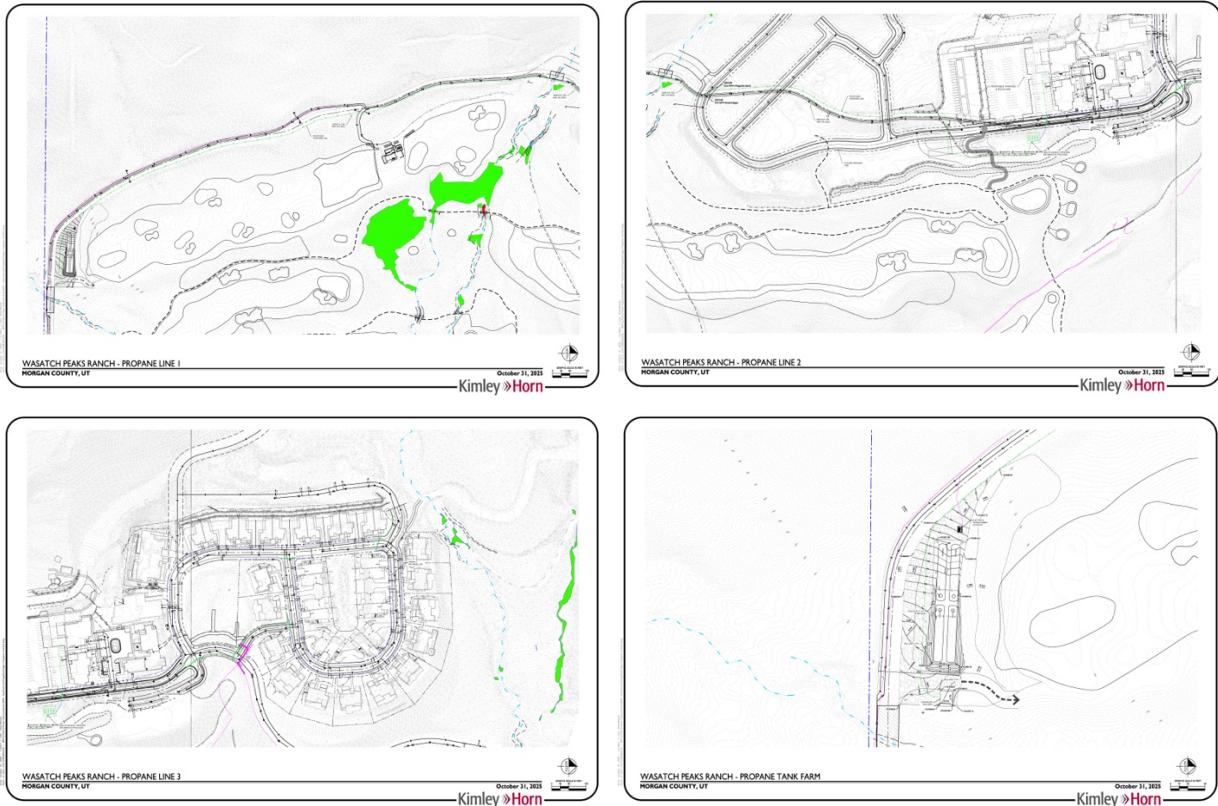
Carley Herrick, District Clerk

**EXHIBIT A**

Copy of Infrastructure Acquisition and Reimbursement Agreement

## **EXHIBIT B**

### Identification and Description of Completed Infrastructure



**North Village Propane Distribution Line** – Includes all gas distribution lines, fittings, valves, valve boxes, reducers, risers, and other necessary infrastructure in Peaks View Ln, North Village Lane, and North Village Emergency Access

**North Village Trunk Propane Distribution Line** – Includes all gas distribution lines, fittings, valves, valve boxes, reducers, risers, and other necessary infrastructure in Peaks View Ln to the Propane Service Yard as depicted in Exhibit A

**Propane Service Yard** – Includes two (2) vaporizers, vaporizer pad, vaporizer house, electrical service, fencing, and crash protection

**EXHIBIT C**

Copy of Phase 1 Completion Agreement

## **BILL OF SALE**

THIS BILL OF SALE (“**Bill of Sale**”) is entered into as of November 25, 2025, by and between Wasatch Peaks Ranch, LLC, a Delaware limited liability company (“**Developer**”) and WPR Utility District, a Utah special district (“**District**”).

### **RECITALS:**

WHEREAS, Developer and District are parties to that certain Infrastructure Acquisition and Reimbursement Agreement dated April 27, 2023 (the “**Agreement**”), under which Developer agreed to dedicate and convey certain completed infrastructure to the District as described therein;

WHEREAS, Developer has completed certain infrastructure, including but not limited to the all of the North Village Propane Distribution System, as more fully described in Exhibit A attached hereto and incorporated by this reference (the “**Completed Infrastructure**”);

WHEREAS, the District has adopted an Acquisition Resolution on November 25, 2025, for the Completed Infrastructure, and the parties desire to effect the dedication and conveyance pursuant to the terms of the Agreement;

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

**1. Conveyance of Completed Infrastructure.** Developer does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, assign, convey, release, and deliver to District all of Developer’s right, title, and interest in and to the Completed Infrastructure, including all associated rights, easements, and other appurtenances, as depicted in Exhibit A, without representation or warranty, except as specifically set forth in the Agreement.

**2. Assignment of Warranties and Contracts.** As part of this conveyance, Developer hereby assigns to District all warranties, guaranties, and contract rights associated with the Completed Infrastructure. Developer shall deliver to District all relevant documents, including warranties and instruction materials, in Developer’s possession related to the Completed Infrastructure.

**3. Costs of Infrastructure.** For informational purposes only, a summary of the costs of the Completed Infrastructure is provided in Exhibit B. The inclusion of these costs does not affect the payments to be made, which shall be governed solely by the terms of the Agreement.

**4. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE COMPLETED INFRASTRUCTURE CONVEYED UNDER THIS BILL OF SALE IS SOLD “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS,” SUBJECT TO WEAR

AND TEAR FROM AND AFTER THE DATE OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTY, PROMISE, PROJECTION OR PREDICTION WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**5. Limitation of Liability.** Developer's liability with respect to this Bill of Sale and the Completed Infrastructure shall be subject to all limitations of time, dollar amounts, and other liability limitations set forth in the Agreement.

**6. Successors and Assigns.** This Bill of Sale shall be binding upon and inure to the benefit of the successors and permitted assigns of Developer and District.

**7. Governing Law.** This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the day and year first written above.

**DEVELOPER**

**WASATCH PEAKS RANCH, LLC,**  
a Delaware limited liability company

By: Wasatch Peaks Ranch Management,  
LLC, its Manager

By: \_\_\_\_\_  
Name: Ed Schultz  
Title: Authorized Signatory

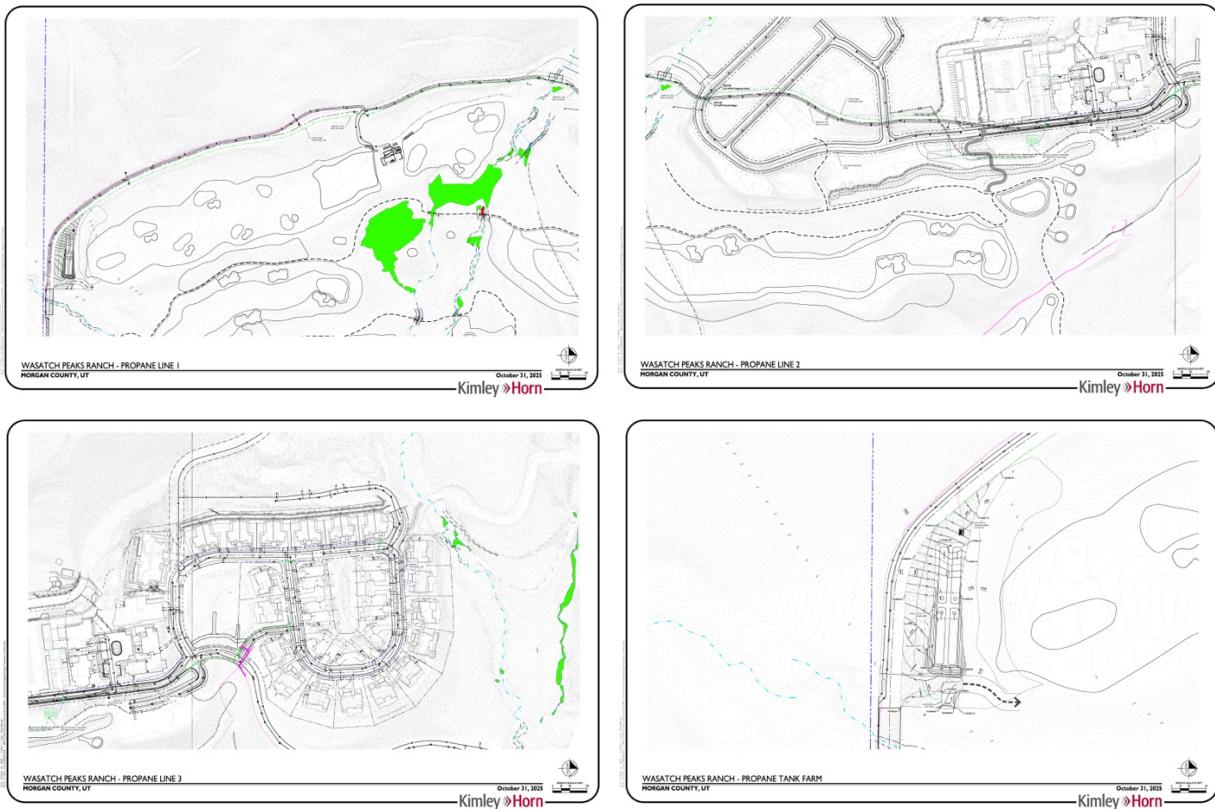
**DISTRICT**

**WPR UTILITY DISTRICT,**  
a Utah special district

By: \_\_\_\_\_  
Name: Gary Derck  
Title: Chairman, Board of Trustees

## EXHIBIT A

### Depiction of Completed Infrastructure



**North Village Propane Distribution Line** – Includes all gas distribution lines, fittings, valves, valve boxes, reducers, risers, and other necessary infrastructure in Peaks View Ln, North Village Lane, and North Village Emergency Access

**North Village Trunk Propane Distribution Line** – Includes all gas distribution lines, fittings, valves, valve boxes, reducers, risers, and other necessary infrastructure in Peaks View Ln to the Propane Service Yard as depicted in Exhibit A

**Propane Service Yard** – Includes two (2) vaporizers, vaporizer pad, vaporizer house, electrical service, fencing, and crash protection

## **EXHIBIT B**

<b>Propane Infrastructure Assets</b>				
<b>Asset</b>	<b>Vendor</b>	<b>Hard Cost</b>	<b>Soft Cost</b>	<b>Total Cost</b>
North Village Distribution Line	Intermountain Truck Rebuilders	\$420,515.49		\$420,515.49
Village Trunk Distribution Line	Intermountain Truck Rebuilders	\$419,991.00		\$419,991.00
Civil Engineering	Kimley-Horn and Associates		\$42,647.37	\$42,647.37
Propane Service Yard	Skinner Excavating	\$38,013.50		\$38,013.50
Propane Service Yard - Electrical Service Extension	Rocky Mountain Power	\$5,148.83		\$5,148.83
Propane Service Yard - Electrical	Pro Source Inc	\$16,713.00		\$16,713.00
<b>Grand Total</b>		<b>\$900,381.82</b>	<b>\$42,647.37</b>	<b>\$943,029.19</b>

**EXHIBIT A**  
**Form of Application for Acquisition**

**WPR UTILITY DISTRICT AND WPR ROAD AND  
FIRE DISTRICT**

**Application for Acquisition**

Pursuant to the Infrastructure Acquisition Agreement  
between Wasatch Peaks Ranch, LLC as "Developer" and  
WPR Utility District and WPR Road and Fire District as  
"District" ("Acquisition Agreement")

No. 3

**General:**

**Description of Completed Public Service Infrastructure:**

North Village Propane Distribution Line, North Village Trunk Propane Distribution Line, and Propane Service Yard (see exhibit A in the Bill of Sale for a detailed description of each scope)

Location of Completed Public Service Infrastructure must be shown on a map or plat submitted with this application.

Applicant Entity Name: WPR Utility District

Contact Person Name: Gary Derck Phone: 970-759-1524

Address: 36 S State Street, Suite 500, Salt Lake City, UT 84111 Email: [gderck@wprutilitydistrict.gov](mailto:gderck@wprutilitydistrict.gov)

Applicant has attached evidence of District Eligible Costs in the form of invoices, pay applications, waivers, or other evidence of payment  Yes  No

Applicant has attached contracts, approved change orders, bids, tabulation and evaluation, or any combination of the same  Yes  No

Applicant has attached acceptance letters from Morgan County, other acceptance and approval letters, or any combination of the same  Yes  No

District Engineer or Developer's Engineer has completed the Engineer Certification and submitted any related evidence including testing results, videos, record drawings, CADD files, or any other pertinent information  Yes  No

Applicant has attached shop drawings and submittals  Yes  No

Applicant has attached evidence of guaranties and warranties to be transferred to District with Completed Infrastructure  Yes  No

Applicant has attached operation and maintenance manuals applicable to the Completed Infrastructure  Yes  No

Applicant has attached a proposed Bill of Sale

Yes  No

If no, please provide reason:

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**Public Service Infrastructure:**

✓

Are any of the facilities to be owned and/or maintained by the WPR Utility District? Yes  No

Description of Completed Infrastructure	Ownership	Maintenance	If District ownership and/or maintenance are improvements located within District Property, Easements, or Public ROW	Date of Acceptance/Beginning of Maintenance	Cost of Infrastructure-Hard Cost Only
North Village Distribution Line	WPRUD	WPRUD	Yes		\$420,515.49
Village Trunk Distribution Line	WPRUD	WPRUD	Yes		\$419,991.00
Propane Service Yard (Sitework & Electrical)	WPRUD	WPRUD	Yes		\$59,875.33

If yes, please provide the following information:

**Cost of Public Service Infrastructure:**

Please complete the following, or attach a separate form:

See attached on last page

Improvement Category or Component	Hard Construction Costs (including Staking and Testing)	Soft Costs (Engineering, Legal, Planning, Landscape & Irrigation Design)	Vendor	Totals
North Village Distribution Line	\$420,515.49		Intermountain Truck Rebuilders	\$420,515.49
Village Trunk Distribution Line	\$419,991.00		Intermountain Truck Rebuilders	\$419,991.00
Civil Engineering		\$42,647.37	Kimley-Horn and Associates	\$42,647.37
Propane Service Yard	\$38,013.50		Skinner Excavating	\$38,013.50
Propane Service Yard - Electrical Service Extension	\$5,148.83		Rocky Mountain Power	\$5,148.83
Propane Service Yard - Electrical	\$16,713.00		Pro Source Inc	\$16,713.00

**Total District Eligible Costs: \$ 943,029.19**

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**Applicant Certification:**

I hereby certify that the attached documentation is true and accurate, and the Public Service Infrastructure set forth herein qualifies as District Eligible Costs in accordance with the Infrastructure Acquisition Agreement.

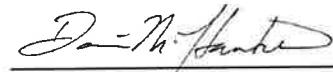
  
Applicant's Signature

11/18/2025

Date

**Engineer's Cost Certification:**

I hereby certify that I have reviewed the information summarized or attached hereto and inspected the improvements and the costs associated with the Public Service Infrastructure are qualified District Eligible Costs. The costs proposed for reimbursement set forth herein (including all attached materials) are reasonable and consistent with fair market costs of similar Public Service Infrastructure. I hereby recommend that WPR Utility District accept the total amount of District Eligible Costs so certified as a Repayment Obligation as such is defined in the Acquisition Agreement.

  
District Engineer's Signature  
Darin Hawkes, P.E.  
District Engineer's Printed Name

11/18/2025

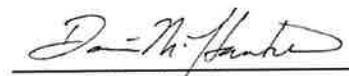
Date

Developer Engineer's Signature (Optional) Date

Developer Engineer's Printed Name

**Engineer's Infrastructure Certification**

I hereby certify that I have reviewed the plans and specifications and have inspected the Completed Infrastructure and the Completed Infrastructure has been constructed in accordance with the approved construction documents and is in satisfactory form and condition. Further, the Public Service Infrastructure is fit for its intended purpose and I hereby recommend that WPR Utility District accept the Completed Infrastructure that is the subject of this Application for Acquisition and resolve to acquire the same in accordance with the terms and conditions of the Acquisition Agreement.

  
District Engineer's Signature  
Darin Hawkes, P.E.  
District Engineer's Printed Name

11/18/2025

Date

Developer Engineer's Signature (Optional) Date

Developer Engineer's Printed Name

**Resolution Adoption Date:** \_\_\_\_\_