

SAGE CREEK INFRASTRUCTURE FINANCING DISTRICT
BOARD OF TRUSTEES

NOTICE OF SPECIAL MEETING

Monday, December 29, 2025, at 2:00 P.M.
ANCHOR LOCATION: 1946 W 5600 S, Roy UT, 84067

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

<https://us06web.zoom.us/j/82264048712?pwd=TrOf9Dp7hxKNESSGfiO9LLAYdbqfhV.1>

Meeting ID: 822 6404 8712

Passcode: 308741

Dial-In: 720-707-2699

<u>Trustees</u>	<u>Terms</u>
Tom Willis, Chair	Term to September 27, 2030
Nathan Combs, Treasurer/Vice Chair	Term to September 27, 2028
Pat Burns, Clerk/Secretary	Term to September 27, 2030

AGENDA

1. Call to Order/Declaration of Quorum
2. Preliminary Action Items
 - a. Conflict Disclosure
 - b. Consider Approval of Agenda
3. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
4. Action Items
 - a. Approve of Minutes from the October 22, 2025 Special Meeting (**enclosure**)
 - b. Adopt 2026 Annual Administrative Resolution (**enclosure**)
 - c. Adopt Resolution Accepting District Eligible Costs (**enclosure**)
 - d. Adopt Resolution Adopting District Bylaws, Ethical Behavior, and Fraud Prevention (**enclosure**)
5. Administrative Non-Action Items
 - a. Confirmation of Completed Trustee Training – [Open and Public Meetings Act Training 2025](#)
 - b. Training required by state auditor for New Board Members:
<https://training.auditor.utah.gov>
6. Adjourn

MINUTES OF A SPECIAL MEETING
SAGE CREEK INFRASTRUCTURE FINANCING DISTRICT
BOARD OF TRUSTEES

Wednesday, October 22, 2025 at 8:00 a.m.
ANCHOR LOCATION: 1946 W 5600 S, Roy, UT 84067

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

Attendance

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

Pat Burns
Tom Willis
Nathan Combs

Also present: Blair M. Dickhoner, Esq. and Betsy Fowler-Russon, Esq., WBA, PC, District General Counsel; and Shelby Clymer, CliftonLarsonAllen, District Accountant.

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

Conflict Disclosure

Mr. Dickhoner inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted.

Consider Approval of Agenda

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

Public Comment

No members of the public were in attendance.

Public Hearing

Conduct a Public Hearing to receive input from the public on the adoption of the tentative budgets as the final budgets for the calendar year of 2026

The Board opened the public hearing on the proposed 2026 Budget. Mr. Dickhoner noted that the notice of public hearing was provided in accordance with Utah law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Action Items

Approve Final Operating and Capital Budgets for Calendar Year 2026

Ms. Clymer presented the final operating and capital Budgets for the 2026 calendar year to the Board for consideration, noting a shift in funds from the capital projects fund. Following review, upon a motion duly made by Mr. Willis, seconded by Mr. Burns, and upon a vote unanimously carried, the Board unanimously approved the 2026 Budgets.

Adopt Resolution Adopting the 2026 Budget

Mr. Dickhoner presented the Resolution adopting the 2026 Budget to the Board for consideration. Following review, upon a motion duly made by Mr. Willis, seconded by Mr. Burns, and upon a vote unanimously carried, the Board unanimously adopted the the Resolution.

Approval of Minutes from the October 8, 2025 Special Meeting

Mr. Dickhoner presented minutes from the October 8, 2025 Special Meeting to the Board for consideration. Following review, upon a motion duly made by Mr. Burns, seconded by Mr. Willis, and upon a vote unanimously carried, the Board unanimously approved the minutes.

Administrative Non-Action Items

Board Training – Open and Public Meetings Act

Mr. Dickhoner reminded the Board members of the required annual training and to send their completion certificates to WBA, PC.

Training Required by state auditor for New Board Members

Mr. Dickhoner informed 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 by Mr. Willis, seconded by Mr. Burns, and unanimously carried, the meeting was adjourned.

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

/s/ _____
Pat Burns
District Clerk/Secretary

The foregoing minutes were approved on the 29th day of December, 2025.

**SAGE CREEK INFRASTRUCTURE FINANCING DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION
(2026)**

WHEREAS, the Sage Creek Infrastructure Financing 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, (the “**Utah Code**”) and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code, as amended from time to time and any successor statute thereto (together the “**Acts**”); and

WHEREAS, the Board of Trustees of the District (the “**Board**”) 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 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 Weber County, 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. **Ethical Conduct Acknowledgment – Annual Requirement.** Each Trustee shall annually sign an Ethical Conduct Acknowledgment confirming review of the District’s Ethical Behavior and Conflict of Interest Policies, and file their signed Acknowledgement with the Recording Secretary at the end of January of each year.

11. **Officers.** Pursuant to [Utah Code Section 17B-1-309](#), and [11-50-202](#), the Board hereby acknowledges the following officers for the District:

Chair:	Tom Willis
Treasurer/Vice Chair:	Nathan Combs
Clerk/Secretary:	Pat Burns
Recording Secretary:	WBA, PC
Records Officer:	WBA, PC
Chief Administrator Officer	(Chair) Tom Willis
Chief Financial Officer	(Treasurer) Nathan Combs

12. **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](#).

13. **Infrastructure Acquisition and Reimbursement Agreement.** The Board acknowledges its intent to enter into an Infrastructure Acquisition and Reimbursement Agreement (“IARA”) with the project developer to establish the procedures for review, certification, and reimbursement of District-eligible public infrastructure costs consistent with the Public Infrastructure District Act and the District’s Governing Document. The Board directs District Counsel, in coordination with the District Engineer and District Accountant, to prepare and negotiate the form of the IARA for future presentation to and approval by the Board.

14. Engagement of Consultants. The Board authorizes the Chair, in consultation with District Counsel, to execute professional services agreements with the District Engineer, District Accountant, and other consultants as necessary to assist in the preparation, review, and implementation of the anticipated Infrastructure Acquisition and Reimbursement Agreement and related cost-certification procedures.

Accountant. The Accountant engaged by the District, shall be an independent certified public accounting firm engaged under a professional services agreement. In addition to the services necessary to assist in the preparation, review, and implementation of the anticipated IARA and related cost-certification procedures, the accountant shall assist the District in the preparation and submission of an annual financial report to the State Auditor pursuant to Utah Code § 17B-1-606, and perform the duties set forth in the District Bylaws.

Engineer. The Engineer engaged by the District shall be a licensed professional engineer registered in the State of Utah and retained under a professional services agreement. The Engineer shall advise and assist the District in the planning, design, and inspection of Public Infrastructure anticipated to be financed or reimbursed by the District, and shall prepare or review Engineer's Cost Certifications, Design Engineer Certifications, and inspection reports as may be required in connection with any future IARA or other reimbursement arrangement entered into by the District. The Engineer shall perform the duties set forth in the District Bylaws and such additional functions as the Board may direct from time to time.

15. 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](#).

16. 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: 1946 W 5600 S, Roy UT, 84067. 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.

17. 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.

18. Regular Meeting Schedule. Pursuant to , the Board determines to hold regular meetings in January, April, July, and October (during last two weeks of the month), and November (during first two weeks of the month) at [time]. 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.

19. 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.

20. 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](#).

21. 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\(e\)\(ii\)](#).

22. 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.

23. 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.

24. 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\(1\)](#).

25. 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](#).

26. 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 budget, 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 17B-608\(3\)](#), the tentative budget notice is exempt from the physical posting requirement described in [Utah Code Section 63G-30-102\(1\)\(c\)](#).

27. 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\(2\)](#).

28. 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.

29. 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.

30. 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.

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

ADOPTED DECEMBER 29, 2025.

DISTRICT:

**SAGE CREEK INFRASTRUCTURE
FINANCING DISTRICT**, a quasi-municipal
corporation and political subdivision of the State
of Utah

By: _____
Officer of the District

Attest:

By: _____

**SAGE CREEK INFRASTRUCTURE FINANCING DISTRICT
ACCEPTANCE RESOLUTION PURSUANT TO INFRASTRUCTURE ACQUISITION
AND REIMBURSEMENT AGREEMENT
(December 19, 2025)**

WHEREAS, the Sage Creek Infrastructure Financing District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Utah, duly organized and existing pursuant to the general provisions of the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (“**Utah Code**”), and the Infrastructure Financing District Act, Title 17B, Chapter 2a, Part 13, Utah Code, as amended (together the “**Acts**”); and

WHEREAS, the District has the power to provide certain public infrastructure, improvements and services as described in the Acts, within and without its boundaries (collectively, the “**Public Infrastructure**”), as authorized in accordance with the Governing Document for the District, and certified by the Lieutenant Governor for the State of Utah on October 11, 2024 (the “**Governing Document**”); and

WHEREAS, the District and Red Lync, LLC (“**Red Lync**”) are parties to that certain Infrastructure Acquisition and Reimbursement Agreement dated November 12, 2024 (the “**Agreement**”); and

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

WHEREAS, the Agreement establishes the terms and conditions for the reimbursement of District Eligible Costs to Red Lync, and, as applicable, for the acquisition of Public Infrastructure that is to be conveyed to the District; and

WHEREAS, pursuant to the Agreement, Red Lync has submitted an Application for Acceptance of District Eligible Costs/Dedicated Public Infrastructure and such additional information as the District may reasonably require; and

WHEREAS, the Board has received a satisfactory Engineer’s Cost Certification, and **Accountant’s Cost Certification**; and

WHEREAS, the Board desires to adopt this resolution declaring satisfaction of the conditions to acceptance as set forth in the Agreement, subject to any variances or waivers which the Board may allow in its sole and absolute discretion, and with any reasonable conditions the Board may specify (hereinafter, the “**Acceptance Resolution**”).

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

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

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

- a. The Board has received and reviewed the Acceptance of District Eligible Costs/ Dedicated Public Infrastructure.
- b. Red Lync has submitted all of the information required under Exhibit A - Schedule 1 of the Agreement.
- c. The Connexion Group-Civil LLC (“**The Connexion Group**”) has reviewed the invoices and other material presented to substantiate the District Eligible Costs and issued an Engineer Cost Certification, attached hereto as **Exhibit A**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition and/or reimbursement, and that such costs are reasonable and appropriate for the type of Public Infrastructure being constructed.
- d. Red Lync and the District have entered into an Access and Step-In Agreement, attached hereto as **Exhibit B**, wherein Red Lync grants to the District, its agents, contractors, and employees an exclusive temporary construction easement upon the property for the purpose of accessing, constructing, repairing, and completing the Public Infrastructure if the Developer fails to do so in a manner satisfactory to the District.
- e. CliftonLarsonAllen LLP has reviewed the Engineer’s Cost Certification and invoices, and other material presented to substantiate the District Eligible Costs and has issued an Accountant Cost Certification, attached hereto as **Exhibit C**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition/and or reimbursement.

3. Acceptance of Certified District Eligible Costs. The Board, having reviewed the Application for Acceptance of District Eligible Costs and Public Infrastructure, Engineer’s Cost Certification, Accountant’s Cost Certification, and all other information as deemed necessary and appropriate, finds and determines that the Certified District Eligible Costs to be accepted pursuant to this Acceptance Resolution are \$2,213,288.06. Based on the documentation received, the Board further finds that the applicable requirements set forth in the Agreement have been satisfied, and that the Certified District Eligible Costs are hereby approved for payment by the District subject to the terms of the Agreement.

4. Payment of Certified District Eligible Costs from the Project Fund. Pursuant to this Agreement, within 3 business days of adoption of the District Acceptance Resolution, the District shall make a requisition from the Construction Fund held by the Trustee under the Indenture (as set forth in Section 5.1 of the Infrastructure Acquisition and Reimbursement Agreement) directing the Trustee to make payment of the Certified District Eligible Costs to the Developer.

ADOPTED DECEMBER 29, 2025.

DISTRICT:

**SAGE CREEK INFRASTRUCTURE
FINANCING DISTRICT**, a quasi-municipal
corporation and political subdivision of the State
of Utah

By: _____

Officer of the District

Attest:

By: _____

Secretary

Exhibit A

Engineer Cost Certification

DRAFT

Cost Certification #3
Issued for
Sage Creek Infrastructure Financing District

Submitted:
December 19, 2025

Report By:

The Connexion Group - Civil, LLC
4785 Tejon St, Suite 101
Denver, CO 80211



December 19, 2025

Sage Creek Infrastructure Financing District
c/o White Bear Ankele Tanaka & Waldron
350 E 400 S, #2301
Salt Lake City, UT 84111
Attention: George Rowley

Cost Certification #3 Issued for Sage Creek Infrastructure Financing District

The Connexion Group (the “Engineer”) was engaged by Sage Creek Infrastructure Financing District (the “District”) to serve as the District Engineer. The District has the power to provide public infrastructure, improvements, facilities and services (the “District Eligible Costs”). Lync Construction, LLC (the “Developer”) has incurred costs related to the acquisition, financing, planning, design, construction, and installation of public infrastructure for the Sage Creek Subdivision (the “Project”); and the District has entered into an Infrastructure Acquisition And Reimbursement Agreement that establishes a process by which the District Eligible Costs shall be certified for reimbursement.

The Developer has provided copies of invoices or statements for District Eligible Costs and evidence of payment and the Engineer has reviewed the invoices and other material presented to substantiate the District Eligible Costs proposed for reimbursement.

This Engineer’s cost certification is for the purpose of outlining the Engineer’s review procedure and certifying that, in the Engineer’s professional opinion, the District Eligible Costs are reasonable as compared to the costs for similar improvements or services in a substantially similar area as the District and are related to the provision of the Public Infrastructure. Subject to the procedure and limitations outlined below, the Engineer found that from the invoices reviewed the District Eligible Costs total **\$2,213,288.06**.

Procedure:

This procedure for cost certification was developed for the Engineer to obtain an understanding of the project and related costs while maintaining a reasonable level of cost. The District should review the process and inform the Engineer if any part of the procedure or report is deemed unacceptable.

1. The Engineer participated in calls with the District’s representatives, consultants, and the Developer to gain a better understanding of the needs and expectations of each party.
2. The Engineer reviewed the agreements and drawings provided by the District and Developer to identify the Districts powers, eligibility of improvements, and Developer documentation submittal requirements. A list of these documents is included as Attachment A.
3. The Engineer reviewed the Developer invoices and the other materials presented as part of the application for acceptance to substantiate the amount of District Eligible Costs submitted for reimbursement and completeness of the application. This is included as Attachment B.
4. The submitted costs were compared to the costs for similar improvements or services in a substantially similar area to the District. Certain softs costs were compared to the total anticipated hard costs for the purpose of determining reasonableness.
5. The Engineer performed select quantity take-off from the construction drawings to verify invoiced quantities are within reason.
6. The Engineer provided the report to the District and Developer for review and confirmation that the Engineer’s understanding is accurate to the best of their knowledge.

Analysis Limitations:

- The completed procedure is intentionally simplistic to provide a streamlined process that is understandable by the public while delivering our service with heightened cost-efficiency. Different review methodology may result in variations of the costs presented.
- Recommendations are based on the information and underlying data that is currently available to the Engineer. Should the Engineer's procedure or underlying data change in the future, the Engineer would recommend evaluating the information and adjusting the cost certification procedures accordingly.
- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it unfit for use. No responsibility is assumed for such conditions or for engineering which may be required to discover such.
- The Engineer did not verify the quality or overall completeness of professional services provided to the District but rather determined that the contracted scope was related to the provisions of public infrastructure, that payment was made, and that the costs for the scope were reasonable.
- The Engineer relied on other engineers or appropriate design professionals to determine if the deliverables provided followed applicable regulations.
- Professional fees are not an "apples to apples" comparison, nor are they the only element to consider when analyzing for reasonableness. However, comparing professional service costs to the total hard costs or other projects provides insight and a base to begin evaluation.
- The Engineer assumed documentation provided by the Developer and District is true and correct.
- The Engineer assumed that the costs submitted pertain to infrastructure that is free and clear of any liens or encumbrances whatsoever. The Engineer did not self-confirm if any claims against the improvement exist or make a public post regarding the same.
- The Engineer relied on the Plat to determine land ownership. The Engineer did not self-confirm the current land ownership or if any claims against the land exist.
- The Engineer did not verify if other relevant agreements pertaining to these costs exist. Should relevant agreements be discovered in the future the Developer should promptly notify the District and refund any payments made by the District if determined necessary.
- The Engineer did not verify if the improvement costs have been previously reimbursed out of the cost of issuance or as part of any previous reimbursement.
- This report was prepared for a specific purpose. Users of this report for purposes other than those outlined are advised to seek professional guidance tailored to their specific circumstances.
- Improvement defects may not be immediately apparent, and improvements may function for prolonged periods prior to becoming visually detectable.
- It is assumed that the Developer holds the right to reimbursement for any costs not paid by the Developer but were submitted and included as part of this report.
- No site visit to the development was made and the Engineer did not self-confirm completion or compliance with design and construction standards.

Understanding of Improvement Eligibility:

The District serves the public infrastructure needs for the Development and is authorized to provide planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of all public improvements.

The term Public Infrastructure means infrastructure, improvements, facilities, or buildings that (i) benefit the public; and (ii) are or will be owned by a public entity or a utility, including their related soft costs. Public infrastructure does not include any infrastructure, improvements, facilities, or buildings owned or to be owned by a private person, including a homeowner association.

Summary of Public Improvements Certified in This Report:

The District Eligible Costs outlined in this report pertain to the acquisition, financing, planning, design, construction, and installation of Public Infrastructure (the “Eligible Public Infrastructure Costs”) and services and/or work directly related to the ability of the District to provide and/or the provision of Public Infrastructure, including but not limited to: District organizational costs, engineering, architectural, surveying, construction planning, and related legal, accounting, and other professional services (the “Eligible Capital Services Costs”).

The Eligible Public Infrastructure Costs certified in this report generally include:

- Phase 1 roadway improvements, including associated storm and sidewalks
- Portions of the phase 2 sanitary sewer system
- Portions of the phase 2 culinary water system
- Earthwork to facilitate proper site drainage and roadway grading

The Eligible Capital Services Costs certified in this report generally include:

- Jurisdictional plan review fees
- Planning and design of the Project
- Project management and coordination
- Site cleanup and erosion control maintenance

Developer Documentation Submittals:

The Developer was required to submit the following documents to the District as part of the application for acceptance. The Engineer’s findings are included under each item. The Application for Acceptance is included as Attachment B.

Requirements for Eligible Public Infrastructure Costs prior to conditional by the applicable governmental entity

1. Construction drawings:
Findings: Construction drawings were provided for phase 1 and phase 2.
2. Copies of invoices, statements, and evidence of payment:
Findings: Invoices for expenditures included in this report were provided. Check copies, lien waivers, invoice statement showing past payments, or receipts were provided and used to verify payment to the vendors was made.
3. Letter establishing the Developers obligation to undertake all necessary steps to final acceptance:
Findings: It is the Engineer’s understanding that the District and Developer have entered into an agreement to fulfill this requirement, namely the Access and Step-In Agreement, dated January 22, 2025.
4. Evidence that real property interests necessary for the Districts use and Occupancy have been granted:
Findings: It is the Engineer’s understanding that the District and Developer have entered into an agreement to fulfill this requirement, namely the Access and Step-In Agreement, dated January 22, 2025.
5. Executed bill of sale:
Findings: No bill of sale was provided for the Engineer’s review. The Engineer recommends the District’s legal counsel collect and approve the form of the document prior to reimbursement of improvements.
6. Documentation authorizing the District to conduct work in the event the Developer fails to do so:
Findings: It is the Engineer’s understanding that the District and Developer have entered into an agreement to fulfill this requirement, namely the Access and Step-In Agreement, dated January 22, 2025.
7. Such information as the District Engineer and District Accountant may determine is necessary:
Findings: A copy of the governing document, concept plan, and geotechnical report were provided. The Developer provided a Design Engineers Certification that indicated the improvements are fit for their intended purposes. The Engineer did not verify if the District Accountant requires additional information to issue the accountant’s certification.
8. When ultimately produced, a complete set of digital record drawings of the Public Infrastructure:
Findings: Developer has indicated they will provide as-built drawings at completion of phase 1 in the application for acceptance.

9. Operation and maintenance manuals otherwise a commitment to provide when available:
Findings: No O&M manuals are applicable for the improvements included in this report.
10. Evidence that any underground facilities are electronically locatable:
Findings: The Developer provided a Design Engineers Certification that indicated the improvements were built in conformance with the applicable governmental entity. The letter is included as Attachment D.
11. Test results for improvements conforming to industry standards:
Findings: The Developer provided a Design Engineers Certification that indicated the improvements were built in conformance with the applicable governmental entity. Select testing results indicating passing results were provided.
12. Pressure test results for any irrigation system:
Findings: No irrigation system is included in this report.

Requirements for Eligible Capital Services Costs

1. Copies of invoices, statements, and evidence of payment
Findings: Invoices for expenditures included in this report were provided. Check copies, lien waivers, invoice statement showing past payments, or receipts were provided and used to verify payment to the vendors was made.
2. Such information as the District Engineer and District Accountant may determine is necessary
Findings: A copy of the governing document, concept plan, select vendor proposals, and geotechnical report were provided. The Engineer did not verify if the District Accountant requires additional information to issue the accountant's certification.

Engineers Review of Invoices:

The Engineer reviewed each invoice submitted by the Developer to determine the scope of work or materials being invoiced and to substantiate the District Eligible Costs. The Engineer's findings regarding the scope of work, associated proof of payment, and District Eligible Cost for each invoice are included in a table in Attachment C.

In general, the professional services expenses associated with development are required as part of the developments approval and permitting process. Certain public improvements could not be constructed without private improvements, and multiple allocation methodologies exist for these costs. The Engineer allocated professional services based on the scopes provided by the consultants. When design service costs were not broken out based on a specific improvement but rather for the completion of projects civil construction documents (or required to complete the civil construction documents), the costs were allocated 85% public and 15% private. This allocation assumes 15% of the effort was associated with the grading plans of private lots and the secondary water system. We believe this methodology provides a reasonable allocation and does not unfairly burden the District or Developer.

When possible, the Engineer assigned each expenditure to one of the cost categories included in the Application for Acceptance of District Eligible Costs based specific expenditure scope. Scopes such as general planning or design could be allocated to multiple categories, so the Engineer allocated them across the categories based on an assumed effort. Table 1 includes the Engineer allocation of the District Eligible Costs per the categories.

Table 1: Eligible Public Infrastructure Costs Per Cost Category

Cost Category	Eligible Capital Services Costs	Eligible Public Infrastructure Costs	TOTAL CC3
Organizational Costs	\$0.00	\$0.00	\$0.00
Street	\$83,957.32	\$722,607.98	\$806,565.29
Water	\$70,035.56	\$314,780.06	\$384,815.61
Sanitary Sewer	\$69,305.56	\$398,246.20	\$467,551.76
Storm Sewer	\$78,096.61	\$476,258.79	\$554,355.40
Land Acquisition	\$0.00	\$0.00	\$0.00
TOTAL	\$301,395.05	\$1,911,893.02	\$2,213,288.06

Conclusion:

The Engineer has reviewed the invoices and other materials presented to substantiate the District Eligible Costs proposed for reimbursement. In the Engineer's professional opinion, the District Eligible Costs are reasonable when compared to the costs for similar improvements or services in a substantially similar area to the District and are related to the provision of the Public Infrastructure. Subject to the analysis limitations and procedures outlined, the total District Eligible Costs included in this report amount to **\$2,213,288.06**. This report may be relied upon by the District in issuing reimbursement to the Developer but is not a recommendation to reimburse the Developer prior to the completion of all other applicable actions outlined in the Infrastructure Acquisition and Reimbursement Agreement. Note that documentation for requirement no. 5 of the reimbursement agreement was not provided for the Engineer's review. The District's accountant may require additional information from the Developer prior to issuing the accountant's certification, and this report may require updates if the District's accountant finds discrepancies in the provided documentation. Thank you for your attention to detail on this matter. Please contact us with any questions or concerns.

Sincerely,
The Connexion Group – Civil, LLC

Barrett Marrocco, PE
Principal

Attachments:

Attachment A – Agreements and Drawings Reviewed
Attachment B – Developer Application for Acceptance
Attachment C – Invoice Tabulation and Engineer's Understanding of Scopes
Attachment D – Design Engineer's Certification

Attachment A: Agreements and Drawings Reviewed

The Engineer reviewed the agreements and drawings listed below as part of the cost certification process.

District Governing Document:

- Governing Document for Sage Creek Infrastructure Financing District Located in Weber City, Utah, dated July 17th, 2024

Agreements:

- Infrastructure Acquisition and Reimbursement Agreement, by and between Sage Creek Infrastructure Financing District, a political subdivision and body corporate and politic of the State of Utah, and Lync Construction, LLC, a Utah limited liability company, Draft dated 9/16/2024.
- Access and Step-In Agreement, by and between Red Lync, LLC, a Utah limited liability company, and Sage Creek Infrastructure Financing District, an independent political subdivision. Draft dated January 22, 2025.

Drawings:

- Sage Creek Subdivision – Phase 1, by Great Basin Engineering Inc, stamped 7/28/23
- Concept Plan, by Reeve & Associates Inc, dated 8-26-2024

Design Engineer's Certification:

- Design Engineer's Certification (Sage Creek IFD – Cost Certification Report 3), By Reeve & Associates, Inc.

EXHIBIT A

Application for Acceptance of District Eligible Costs Dedicated Public Infrastructure

Applicant Name: Lync Construction, LLC

Applicant Address: 1407 North Mountain Road, North Ogden

State: Utah **Zip:** 84404 **Daytime Phone #:** _____

Alt. Phone / Cell: _____

Email: pat@lynccconstruction.com

Please complete the table below and attach the materials specified in Schedule 1 hereto:

Category	Entity that will own, operate, and/or maintain the Public Infrastructure	Final, preliminary or conditional acceptance by the applicable governmental entity (Yes/No)	Proposed District Eligible Costs
Street	Plain City	No	\$722,607.98
Parks and Recreation			
Water	Buana Vista Water Improvement District	No	\$314,780.06
Sanitation/Storm Sewer	Plain City	No	\$874,504.99
Transportation			
Mosquito			
Safety Protection			
Fire Protection			
Television Relay and Translation			
Security			

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

Signature: _____

Date: _____

Developers Agrees:

- 1) District may enter the land to complete any construction or maintenance operations pertaining to the public improvements required for final acceptance of phase 1
- 2) to provide as-built drawings at completion of phase 1
- 3) Developer will take all necessary steps to achieve acceptance of the improvements included in this application
- 4) Developer has installed all improvements in accordance with the plans and specification

Schedule 1

Documentary Requirements

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

Requirements Applicable to Public Infrastructure that has been finally accepted by the applicable governmental entity

1. Contracts and approved change orders;
2. Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs;
3. A letter from the governmental entity to which the Public Infrastructure is being dedicated evidencing the governmental entity's final acceptance of such Public Infrastructure;
4. Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the certifications set forth in Section 3.2 of this Infrastructure Acquisition and Reimbursement Agreement.

Requirements Applicable to Public Infrastructure conditionally accepted by the applicable governmental entity

1. Contracts and approved change orders;
2. Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs;
3. A letter from the governmental entity to which the Public Infrastructure is being dedicated evidencing the governmental entity's conditional acceptance of such Public Infrastructure;
4. Submission of a letter agreement in form and substance satisfactory to the District addressing: a) the Developer's obligation to undertake all steps necessary to achieve final acceptance of the Public Infrastructure by the appropriate governmental entity, and b) to the extent not otherwise performed by the governmental entity having conditionally accepted such Public Infrastructure, the Developer's obligation to maintain such Public Infrastructure until final acceptance thereof by the applicable governmental entity;
5. Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the certifications set forth in Section 3.2 of the Infrastructure Acquisition and Reimbursement Agreement.

Requirements for Public Infrastructure prior to conditional by the applicable governmental entity

An Application for Acceptance for Dedicated Public Infrastructure that has not received conditional acceptance from the applicable governmental entity shall only be permitted: a) if the District has proceeds available to fund the full amount thereof from the issuance of Bonds, and b) the District agrees to accept such Application.

For Public Infrastructure that is to be dedicated to another governmental entity in advance of conditional acceptance, the Developer shall satisfy the following additional documentary requirements:

1. Construction Drawings.
2. Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from any suppliers and subcontractors. In the alternative with respect to lien waivers, upon the request of the Developer, and subject to the District's agreement thereto (in its sole discretion), the Developer may provide an indemnification agreement in form and substance acceptable to the District (which may include provisions for security) whereby the Developer agrees to indemnify the District for any mechanic or materialman's liens from suppliers and subcontractors;
3. A letter agreement in form and substance satisfactory to the District establishing:
a) the Developer's obligation to undertake all steps necessary to achieve dedication to and final acceptance of the Public Infrastructure by the appropriate governmental entity and, b) the Developer's obligation to maintain such Public Infrastructure until final acceptance thereof by the applicable governmental entity;
4. Evidence satisfactory to the District that any and all real property interests necessary for the use and occupancy of the Public Infrastructure have been granted either to the District or to the governmental entity accepting such Public Infrastructure; or, in the discretion of the District, assurances acceptable to the District that the Developer will execute or cause to be executed such instruments as shall satisfy this requirement;
5. An executed Bill of Sale in form and substance acceptable to the District conveying the Public Infrastructure to the District, which Bill of Sale shall provide for its automatic termination upon final acceptance of the Public Infrastructure by the appropriate governmental entity.;
6. A license agreement or equivalent document from the jurisdiction to which the Public Infrastructure are to be dedicated, authorizing the District to enter onto public right-of-way to conduct any maintenance in the event the Developer fails to do so.
7. Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the certifications set forth in Section 3.2 of the Infrastructure Acquisition and Reimbursement Agreement;

8. When ultimately produced, a complete set of digital record drawings of the Public Infrastructure which is certified by a professional engineer registered in the State of Colorado or a licensed land surveyor, showing accurate dimensions and location of all Public Infrastructure. Such drawings shall be in form and content reasonably acceptable to the District;

9. Any operation and maintenance manuals, if available, and otherwise a commitment to provide when available;

10. Evidence that any underground facilities are electronically locatable (if applicable);

11. Test results for improvements conforming to industry standards (compaction test results, concrete tickets, hardscape test results, cut-sheets, etc.) (if applicable);

12. Pressure test results for any irrigation system (if applicable).

The District may, in its sole discretion, retain up to [10%] of the Certified District Eligible Costs otherwise being paid for Public Infrastructure that is being reimbursed in this fashion and may require security in such amount as the District may reasonable determine is necessary pending preliminary, conditional or final acceptance.

EXHIBIT B

Application for Acceptance of District Eligible Costs Capital Services Costs

Applicant Name: Lync Construction, LLC

Applicant Address: 1407 North Mountain Road, North Ogden

State: Utah **Zip:** 84404 **Daytime Phone #:** _____

Alt. Phone / Cell: _____

Email: pat@lynconstruction.com

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

Jurisdictional plan review fees, District organizational costs, Planning and design of the Project, Project management and coordination, Site cleanup and erosion control maintenance

Category	Proposed District Eligible Costs
Organizational Costs	
Street	\$83,957.32
Parks and Recreation	
Water	\$70,035.56
Sanitation/Storm Sewer	\$147,402.17
Transportation	
Mosquito	
Safety Protection	
Fire Protection	
Television Relay and Translation	
Security	

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

Signature: _____

Date: _____

Schedule 1
Documentary Requirements

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

1. Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs;
2. Such information as the District Accountant may determine is necessary in order for such entities to provide the certification set forth in Section 3.4 of the Infrastructure Acquisition and Reimbursement Agreement.

Attachment C: Invoice Tabulation and Engineers Understanding of Scopes

Invoice Number	Invoice Date	Description	Invoice Amount	Previously Certified Costs	District Eligible Costs	Developer Cost	POP Date	POP #	Additional Information
Center Point Construction									
Information: Contractor hired by the Developer to construct the remainder of Phase 1 where M.C. Green left off, and Irrigation pond. Costs associated with public infrastructure, such as water mainlines, sanitary sewer mainlines, and earthwork for the benefit of those materials and R.O.W. improvements were considered eligible for public financing. Costs associated with private improvements, such as secondary water, private utilities, and earthwork for the benefit of private lots were not considered eligible.									
12479	7/26/2025	Civil Contractor	\$387,612.07	\$297,258.81	\$52,886.96	\$37,466.30	8/18/2025	8411	Portion of Invoice Certified in CC2
12492	8/26/2025	Civil Contractor	\$180,511.69	\$0.00	\$173,492.61	\$7,019.08	10/21/2025	8649	
12509	9/26/2025	Civil Contractor	\$230,239.08	\$0.00	\$215,508.62	\$14,730.46	10/21/2025	8649	
12531	10/26/2025	Civil Contractor	\$367,475.73	\$0.00	\$318,988.89	\$48,486.84	11/26/2025	ACH	
12550	11/26/2025	Civil Contractor	\$1,611,114.99	\$0.00	\$1,209,622.96	\$401,492.01	12/1/2025	8661	
Center Point Construction Totals:			\$2,776,953.56	\$297,258.81	\$1,970,500.06	\$509,194.69			
Lync Construction									
Information: Construction company who served as the project manager for the development. Their fee is based on 10% of the total project costs. The portion pertaining to the eligible expenditures was considered eligible for District financing. Reimbursables pertaining to public infrastructure was considered eligible for reimbursement.									
1064	12/8/2025	Project Management	\$245,000.00	\$0.00	\$201,208.01	\$43,791.99	N/A	N/A	10% of eligible costs in this report certified
Lync Construction Totals:			\$245,000.00	\$0.00	\$201,208.01	\$43,791.99			
Plain City Corporation									
Information: Local Jurisdiction who charged fees related to plan review and project entitlement. Costs were considered eligible for District financing.									
2025 Assessment	10/20/2025	Water Shares Tax Assessment	\$862.15	\$0.00	\$0.00	\$862.15	10/20/2025	8647	Tax Assessment not eligible
Plain City Corporation Totals:			\$862.15	\$0.00	\$0.00	\$862.15			
Porterson Inc.									
Information: Porterson was hired by the Developer to act as a construction administrator and coordinator. Invoices submitted included both Sage Creek and Longhorn projects, only the sage creek portion was reviewed for eligibility. Expenditures were considered eligible for reimbursement at the public civil design percent.									
2025-0003	2/24/2025	Construction Admin & Coordination	\$10,000.00	\$0.00	\$4,250.00	\$5,750.00	2/27/2025	ACH	Half of invoice for Sage Creek, at design percent
2025-0004	3/26/2025	Construction Admin & Coordination	\$10,000.00	\$0.00	\$4,250.00	\$5,750.00	4/17/2025	8392	Half of invoice for Sage Creek, at design percent
2025-0005	5/22/2025	Construction Admin & Coordination	\$10,000.00	\$0.00	\$4,250.00	\$5,750.00	6/13/2025	8610	Half of invoice for Sage Creek, at design percent
2025-0006	7/22/2025	Construction Admin & Coordination	\$10,000.00	\$0.00	\$4,250.00	\$5,750.00	8/4/2025	8624	Half of invoice for Sage Creek, at design percent
2025-0007	10/8/2025	Construction Admin & Coordination	\$10,000.00	\$0.00	\$4,250.00	\$5,750.00	11/24/2025	8659	Half of invoice for Sage Creek, at design percent
2025-0008	11/13/2025	Construction Admin & Coordination	\$10,000.00	\$0.00	\$4,250.00	\$5,750.00	11/24/2025	8659	Half of invoice for Sage Creek, at design percent
2025-0009	12/10/2025	Construction Admin & Coordination	\$10,000.00	\$0.00	\$4,250.00	\$5,750.00	12/10/2025	8662	Half of invoice for Sage Creek, at design percent
Porterson Inc. Totals:			\$70,000.00	\$0.00	\$29,750.00	\$40,250.00			
Reeve & Associates, Inc.									
Information: Engineering firm who provided design and planning services for the project. Costs associated with planning were considered 85% eligible. Expenditures pertaining to the secondary water system or power easements were considered not eligible. Costs for civil design pertaining to roadways, the offsite sewer, and civil plan set updates were considered eligible for District financing.									
57940	8/19/2025	Engineering Services: Submittal reviews, Fema Exhibit	\$3,965.00	\$0.00	\$3,370.25	\$594.75	10/21/2025	Credit Card	At civil design percent
58065	9/5/2025	Engineering Services: Construction Staking, RFI Review	\$5,835.00	\$0.00	\$4,959.75	\$875.25	10/21/2025	Credit Card	At civil design percent
Reeve & Associates, Inc. Totals:			\$9,800.00	\$0.00	\$8,330.00	\$1,470.00			
Silver Leaf SWPPP									
Information: Company who provides storm water pollution prevention plans, facilitates necessary state and local permits, and performs compliance visits. Costs were generally considered eligible for public financing.									
68274	9/15/2025	SWPPP & Permitting	\$900.00	\$0.00	\$900.00	\$0.00	10/21/2025	8650	
68811	10/15/2025	SWPPP & Permitting	\$900.00	\$0.00	\$900.00	\$0.00	11/26/2025	ACH	
69427	11/15/2025	SWPPP & Permitting	\$900.00	\$0.00	\$900.00	\$0.00	11/26/2025	ACH	
Silver Leaf SWPPP Totals:			\$2,700.00	\$0.00	\$2,700.00	\$0.00			
Weber-Box Elder Conversation District									
Information: Utah water District who required the payment of fees for water usage. Costs were considered eligible for public financing.									
20251203	12/3/2025	Sage Creek Phase 2 Water Inclusion Fees	\$730.00	\$0.00	\$730.00	\$0.00	12/3/2025	8595	
Weber-Box Elder Conversation District Totals:			\$730.00	\$0.00	\$730.00	\$0.00			
Weber County Recorder, Surveyor, and Treasurer									
Information: Local Jurisdiction who charged various fees. Costs associated with the IFD Plat, IFD Assessment Area, and Bona Vista Water Expenditures including in this report pertained to Documentation gathering fees related to eligible improvements and were considered eligible for public financing.									
27917	9/16/2025	County Fees	\$70.00	\$0.00	\$70.00	\$0.00	Receipt Provided		
Weber County Recorder, Surveyor, and Treasurer Totals:			\$70.00	\$0.00	\$70.00	\$0.00			
GRAND TOTAL			\$3,106,115.71	\$297,258.81	\$2,213,288.06	\$595,568.84			

Table Generated By: The Connexion Group - Civil, LLC

Note: Partially eligible costs may be rounded and may not sum

Exhibit B

Access and Step-In Agreement

DRAFT

ACCESS AND STEP-IN AGREEMENT

This ACCESS AND STEP-IN AGREEMENT (the “**Agreement**”) is made and entered into as of the 22nd day of January, 2025, by and between RED LYNC, LLC, a Utah limited liability company (the “**Developer**”), and SAGE CREEK INFRASTRUCTURE FINANCING DISTRICT, (the “**District**”) an independent 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, including Chapter 2a, Part 13, Infrastructure Financing Districts, whose address is c/o White Bear Ankele Tanaka & Waldron, 350 East 400 South, Suite 2301, Salt Lake City, Utah 84111.

RECITALS

WHEREAS, the Developer is the owner of those certain parcels of property located in the County of Weber, State of Utah as more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”); and

WHEREAS, the Developer seeks to develop the Property and to designate such development as Sage Creek (the “**Development**”); and

WHEREAS, the Developer has agreed to undertake all steps necessary to complete the Development in accordance with applicable laws and regulations; and

WHEREAS, the District and the Developer are parties to an Infrastructure Acquisition and Reimbursement Agreement dated November 12, 2024 (the “**Reimbursement Agreement**”), pursuant to which the District has agreed, subject to certain conditions, to reimburse the Developer for costs incurred to construct public infrastructure improvements for the Development including but not limited to erosion control, earth work, sanitary sewer, storm sewer, culinary water, and roadways (collectively referred to as the “**Public Infrastructure**”); and

WHEREAS, the District desires the right to access the Property to complete the Development, in the event the Developer fails to complete the same in accordance with the Reimbursement Agreement or other applicable laws and regulations; and

WHEREAS, the Developer agrees to grant the District certain access and step-in rights to complete the Development if the Developer fails to do so in a manner satisfactory to the District; and

WHEREAS, the Developer further agrees to allow the District to take necessary actions to record the plat for the Property and secure acceptance of the Public Infrastructure by the appropriate jurisdiction.

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

AGREEMENT

1. **Developer Obligations:** The Developer shall complete the construction of all improvements necessary to complete each phase of the Development in a manner satisfactory to the District within eighteen (18) months from the commencement of any phase, unless such completion date is extended for reasons beyond the Developer's control or extended by written agreement with the District. The Developer shall warrant these improvements, including the Public Infrastructure, until final acceptance by the appropriate entity. The Developer shall promptly perform all maintenance and make all repairs and replacement of all defects or failures in a timely manner and at the Developer's sole expense. The Developer shall ensure that the Property is free from obstructions and shall not interfere with the District's activities under this Agreement or the Easement. The Developer waives any claims against the District for loss of use or enjoyment of the Property during the term of this Agreement and the Easement. The Developer shall provide to the District any complete or partially complete plans and reports pertaining to the construction of the Development and Public Infrastructure. The Developer shall convey to the District any right of way or easements traversed by the proposed Public Infrastructure necessary for the Development that are located outside of the Property and the documents of conveyance shall be furnished to the District for recording. The Developer will pay all outstanding taxes which may be required prior to recording the plat. The Developer will assign any contracts pertaining to the planning, design, or construction of Public Infrastructure to the District in which the District determines it is in its best interest to obtain from the Developer.
2. **Grant of Easement:** The Developer hereby grants to the District, its agents, contractors, and employees, an exclusive temporary construction easement (the "**Easement**") over, across, and upon the Property for the purpose of accessing, constructing, repairing, and completing the Development within the Property should the developer fail to do so in any manner as determined by the District in its sole discretion.
3. **Triggering Event:** The District may exercise its rights under this Agreement if, in its sole discretion, it determines that the Developer has failed to perform with respect to the Development in a manner that is satisfactory to the District, as necessary to meet the public purpose of the District.
4. **Inspection:** As of the effective date of this Agreement and through completion of the Development, the District shall have the right, but not the duty, to access the Property to inspect materials, workmanship, and progress of the Public Infrastructure.
5. **Term of Easement:** The District's right to access the Property pursuant to this Easement shall commence upon the Developer's failure to perform with respect to Section 1 of this Agreement, the Reimbursement Agreement or the Public Improvements as evidenced by the occurrence of one of the following events which include but are not limited to:

- (a) The Developer's failure to meet agreed-upon timelines for the completion of the Public Improvements.
- (b) The issuance of a determination by the District Engineer that the Public Improvements have not been substantially constructed in accordance with approved designs, plans, and construction standards and the Developer fails to correct them in a timely manner.
- (c) The Developers failure to maintain any Public Infrastructure through final acceptance by the appropriate entity.
- (d) The Developers failure to complete the entirety of the Development within five (5) years from the date of commencement of the first phase of the Development.
- (e) The District determines in good faith that the Developer is unable or unwilling to undertake the circumstances to complete or cause completion of the Development.
- (f) The Developer becomes insolvent or financially unable to complete the Development.
- (g) The Developer fails to obtain necessary permits, approvals, or fails to comply with other legal requirements pertaining to the Development.

Should the District determine that a failure to perform event has occurred and the District intends to exercise its rights granted by this Agreement, the District will provide written notice to the Developer documenting the failure and requesting a plan and timeline for addressing the same. The Easement shall remain in effect until satisfactory completion of the Development and the Public Infrastructure as determined solely by the District and as evidenced by the appropriate jurisdiction, including the District as applicable, accepting the completed Public Infrastructure and transfer of maintenance of the Pubic Infrastructure to such appropriate jurisdiction.

6. **Rights and Responsibilities of the District:** The District shall have unfettered access to the Property to carry out all necessary activities related to the Public Infrastructure, including the right to bring in personnel, machinery, and materials. The District shall also have the right to take all necessary actions to record the plat for the Property and secure acceptance of the Public Infrastructure by the appropriate jurisdiction. The District shall not be responsible for obtaining any additional permission or consent from the Developer during the term of this Easement.
7. **Indemnification:** The Developer shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the actions taken by the District pursuant to this Agreement. Such indemnity shall survive the expiration or termination of this Agreement.

8. **Entire Agreement and Amendments:** This Agreement constitutes the entire agreement between the parties and supersedes all prior communications and agreements. No amendments shall be valid unless made in writing and signed by both parties.
9. **Notices.** Notices shall be in writing and shall be given by personal delivery, by telephone facsimile, or by deposit in the United States mail. Notices shall be delivered or addressed to Developer or District at the addresses set forth below or at such other address as a party may designate in writing. The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal delivery, electronic mail or facsimile, or two (2) days following the date of deposit in the mail, if the notice is sent through the United States mail.

If to Developer: RED LYNC, LLC
3200 Clubhouse Drive, Suite 125
Lehi, Utah 84043
Attention Pat Burns
pat@lynconstruction.com

If to District: Sage Creek Infrastructure Financing District
c/o White Bear Ankele Tanaka & Waldron
350 East 400 South, Suite 2301
Salt Lake City, Utah 84111
Attention: Blair Dickhoner
bdickhoner@wbapc.com

10. **Counterparts; Signatures:** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Fax copies and electronically scanned copies of the executed signature pages of this Agreement shall be effective and binding upon the parties as if such signatures were original signatures.

11. **Successors and Assigns:** Except as specifically provided herein to the contrary, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

In witness whereof, the parties have executed this Agreement as of the Effective Date set forth above.

DISTRICT:

**SAGE CREEK INFRASTRUCTURE
FINANCING DISTRICT**, a body politic and
corporate created and validly existing under the
laws of the State of Utah

By: Tom Willis

Officer of the District

ATTEST:

By: Patrick Burns
Patrick Burns (Feb 5, 2025 10:04 MST)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Megan G. Murphy
General Counsel to the District

DEVELOPER:

RED LYNC, LLC, a Utah limited liability company

By: Patrick Burns
Patrick Burns (Feb 5, 2025 10:04 MST)

Patrick Burns
Printed Name

Member
Title

EXHIBIT A

(The Property)

DESCRIBED AS FOLLOWS:

PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT SOUTHEAST CORNER OF SAID SECTION 20 AND RUNNING THENCE SOUTH 90° WEST 2640 FEET; THENCE NORTH 00° EAST 4785 FEET; THENCE NORTH 90 ° EAST 908 FEET THENCE SOUTH 12°40' EAST 822.24 FEET; THENCE SOUTH 87°55' EAST 562 FEET; THENCE SOUTH 00°53' EAST 1322.42 FEET; THENCE NORTH 90° EAST 969.68 FEET THENCE SOUTH 00° EAST 2640.08 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM ANY PORTION CONVEYED TO CON L. WILCOX AND JERILYN J. WILCOX ON THAT CERTAIN WARRANTY DEED RECORDED APRIL 30, 2021 AS ENTRY NO. 3149480 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING NORTH 89° 17'08" WEST 987.23 FEET ALONG THE QUARTER SECTION LINE FROM A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89 °17'08" WEST 1666.29 FEET ALONG THE QUARTER SECTION LINE TO A 2" STEEL POST REPRESENTING THE CENTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00 ° 56'47" EAST 2123.22 FEET ALONG A FENCE LINE REPRESENTING THE QUARTER SECTION LINE TO A FENCE "T", SAID POINT BEING SOUTH 00°56'47" WEST 509. 77 FEET ALONG THE QUARTER SECTION LINE TO A FENCE FROM A WEBER COUNTY BRASS CAP REPRESENTING THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°19'18" EAST 921.21 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 13 °09'26" EAST 819.48 FEET ALONG A FENCE LINE TO A FENCE LINE; THENCE SOUTH 86°49'48" EAST 562.23 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 01 ° 40'04" WEST 1 304.30 FEET ALONG A FENCE LINE TO THE QUARTER SECTION LINE, BEING POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO:

A 30 FOOT RIGHT OF WAY EASEMENT AS DISCLOSED ON THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 30, 2021 AS ENTRY NO. 3187568 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE SOUTH $00^{\circ}53'44''$ WEST 30.00 FEET ALONG THE QUARTER SECTION LINE; THENCE NORTH $89^{\circ}17'08''$ WEST 1057.14 FEET; THENCE NORTH $00^{\circ}42'52''$ EAST 30.00 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH $89^{\circ}17'08''$ EAST 1057.23 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

Exhibit C

Accountant Cost Certification

DRAFT

RESOLUTION
OF THE BOARD OF TRUSTEES OF THE
SAGE CREEK INFRASTRUCTURE FINANCING DISTRICT
ADOPTING DISTRICT BYLAWS

WHEREAS, the Sage Creek Infrastructure Financing 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, (the “**Utah Code**”) and Title 17B, Chapter 2a, Part 13, Infrastructure Financing Districts, Utah Code, as amended from time to time and any successor statutes thereto; and

WHEREAS, the Board is authorized under Utah Code Section 17B-1-301(2)(h) to adopt bylaws; and

WHEREAS, the District wishes to adopt bylaws, including the general ethics and fraud prevention policies included therein, to comply with Utah state regulations, satisfy audit requirements, and prevent fraud.

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

1. Adoption of District Bylaws. The Board hereby adopts the Sage Creek Public Infrastructure District Bylaws (the “**Bylaws**”) set forth in **Exhibit A**, attached hereto and incorporated herein.

Remainder of Page Intentionally Left Blank, Signature Page Follows

ADOPTED DECEMBER 29, 2025.

DISTRICT:

**SAGE CREEK INFRASTRUCTURE
FINANCING DISTRICT**, a quasi-municipal
corporation and political subdivision of the State
of Utah

By: _____
Officer of the District

EXHIBIT A
DISTRICT BYLAWS

SAGE CREEK INFRASTRUCTURE FINANCING DISTRICT

DISTRICT BYLAWS

PREAMBLE

These Bylaws of the Sage Creek Infrastructure Financing District (the “**District**”) are a reaffirmation of the Governing Document (defined below) of the District organized under the laws of the State of Utah with purposes as stated herein.

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 Chapter 2a, Part 13, Infrastructure Financing Districts, Utah Code, as amended from time to time and any successor statute thereto (together the “**Acts**”).

Article I Name, Purpose, and Powers

The name of this governmental entity is Sage Creek Infrastructure Financing District. The Board oversees the operation of the District. On October 11, 2024 the Lieutenant Governor of the State of Utah signed a Certificate of Creation authorizing the creation of the District and approved a governing document for the District (the “**Governing Document**”). Subject to any mandatory restrictions stated in the Governing Document, the District has all powers granted in the Acts and any other implied powers necessary to carry out the objectives and purposes of the District. The District was established to provide financing for public infrastructure improvements (the “**Public Improvements**”) to facilitate development within the and without the boundaries of the District.

Article II Board of Trustees

The Board oversees the management, affairs, property, and interests of the District.

- A. Composition. The Board is composed of five (5) trustees. The trustees of the Board are initially appointed by the Approving Entity. The Board may transition to an elected Board as set forth in the Governing Document.
- B. Quorum. When the Board is composed of five (5) trustees, the presence of three (3) trustees is necessary for a quorum. When the Board is composed of three (3) trustees, the presence of two (2) trustees of the Board is necessary for a quorum. An action by the majority of a quorum constitutes the action of the Board.
- C. Vacancies. When a vacancy occurs on the Board, the vacancy is filled in accordance with the procedures stated in the Governing Document and the Act, as may be amended from time to time.

D. Qualifications. Qualifications for trustees are as stated under the Act.

Article III Duties of Trustees

The Board provides oversight for District functions, including those of parties under contract with the District.

Article IV Board Officers and Duties

The Board will elect a Chair, a Treasurer/Vice-Chair, at least one Clerk/Secretary, and a Records Clerk/Recording Secretary. The offices of Chair, Clerk, and Treasurer may not be held by the same person. A Clerk/Secretary and the Records Clerk/Recording Secretary do not need to be a trustee of the Board.

The Board may also engage, under separate written agreements, the following independent professionals: accountant; auditor; engineer; legal counsel; manager; municipal advisor; or other professionals the Board deems appropriate from time to time to carry out the purposes of the District. The roles of some of these professionals are further defined below. Each professional will serve as an independent contractor of the District and shall perform the duties set forth in these Bylaws, in its engagement agreement, and as directed by the Board. No professional or officer may obligate or expend District funds except as specifically authorized by Board action.

- A. Chair (Chief Administrative Officer) Duties. The Chair presides over all meetings of the Board and ensures compliance with the Open and Public Meetings Act (see Utah Code [Section 52-4-101](#), *et seq.*). The Chair has the authority to execute all resolutions, contracts, and other instruments approved by the Board. The Chair shall sign requisitions or other payment instructions to the trustee only after the Board has adopted a resolution confirming the amount to be paid and the accountant has certified the amount payable. The Chair shall also be considered the Chief Administrative Officer (“CAO”) of the District under applicable regulatory law. The Chair shall not personally issue or sign checks from District accounts.
- B. Treasurer/Vice Chair (Chief Financial Officer) Duties. The Treasurer/Vice Chair performs the functional duties of the Chief Financial Officer (“CFO”) of the District pursuant to Utah Code § 17B-1-635, and shall be the custodian of all District funds, deposits, and investments in compliance with Utah Code Section [17B-1-633](#) and the State Money Management Act (see Utah Code [Section 51-7-1](#), *et seq.*). The Treasurer/Vice Chair reviews and approves financial statements including bank and investment reconciliations prepared by the accountant, and co-signs requisitions to the trustee together with the Chair when required by the applicable bond documents or fiscal agency agreement. The Treasurer/Vice Chair shall deposit all District money in one or more qualified depositories in the name of the District and maintain segregated accounts as required by law, bond documents, or Board direction. The Treasurer/Vice Chair shall disburse funds only upon written order or resolution of the Board, including requisitions to a bond trustee under any Indenture, Infrastructure Acquisition and Reimbursement Agreement, or similar instrument.

The Treasurer/Vice Chair may delegate day-to-day bookkeeping to the accountant but shall retain overall financial oversight and fiduciary responsibility. Additionally, the Treasurer/Vice Chair shall preside at any meeting of the Board in the absence of the Chair. The Trustee who serves as Treasurer generally also serves as Vice-Chair, but this is not required.

- C. District Clerk/Secretary Duties. The Clerk/Secretary attends meetings and keeps a record of the proceedings. The Clerk serves as the custodian of the District's seal and attests all documents executed by the Chair. The Clerk/Secretary may sign any documents, including all bond financing documents, as "clerk" or "secretary" of the District; however, the Clerk may not sign a single signature check. The Clerk/Secretary may delegate day to day record management duties to the Records Clerk/Recording Secretary but shall retain overall recording oversight and record keeping responsibility to ensure minutes and adopted resolutions are archived in the official record book. All delegated duties shall remain subject to the Treasurer's oversight and to review by the Board. The District Clerk/Secretary does not need to be a trustee of the Board.
- D. Records Clerk/Recording Secretary Duties. The Records Clerk/Recording Secretary transcribes 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 Clerk/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\(e\)\(ii\)](#). The Records Clerk/ Recording Secretary accepts and manages records, as that term is defined under the Government Records Access and Management Act (see Utah Code [Section 63G-2-103](#), *et seq.*).
- E. District Accountant Duties. The District's Accountant, an independent licensed certified public accounting professional or firm engaged by the Board, shall provide financial management, bookkeeping, and compliance support under the direction of the CFO. The Accountant shall: maintain the District's general ledger and subsidiary accounts in accordance with Generally Accepted Accounting Principles ("GAAP"); prepare monthly and quarterly financial statements, budget-to-actual reports, and reconciliations of all bank, trustee, and investment accounts; review vendor and developer invoices for completeness and eligibility and issue certifications as required under any developer reimbursement agreement; upon adoption of a resolution by the Board authorizing payment, prepare and submit the requisition to the trustee for payment of approved costs, attaching all required certification(s) and Board authorization(s); coordinate with the trustee and Treasurer/Vice Chair to verify fund balances and track project and debt-service accounts, as applicable; assist in preparing the annual budget, audits or compilations, and filings required by the State Auditor and Lieutenant Governor; and implement internal controls consistent with the Utah State Auditor's Fraud Risk Assessment Guide.

1. The District encourages its accountant to participate in continuing professional education related to governmental accounting, auditing standards, and Utah local government compliance. The accountant shall complete at least the minimum number of continuing professional education hours required for a Utah-licensed CPA (currently 80 hours per two-year renewal cycle), of which at least one hour must cover Utah laws & rules and at least three hours must be in ethics. Documentation of such education shall be maintained by the accountant and made available to the Board or Audit Committee upon request.
- F. District Engineer. The District's engineer, a licensed professional engineering firm engaged by the Board, shall: provide design review, cost verification, and technical recommendations for Public Improvements; prepare and issue certifications as required under any developer reimbursement agreement; coordinate with the accountant to ensure consistency between engineering and accounting records; and maintain record drawings and other engineering files for the District. The engineer acts solely as an independent contractor and shall not obligate District funds.
- G. District Legal Counsel. The District's legal counsel, a licensed law firm engaged by the Board, shall: advise the Board on statutory compliance, contracts, open meetings, public records, and ethics; draft and review resolutions, bylaws, agreements, and financing documents; attend Board meetings and provide legal opinions as requested; serve as Records Custodian for legal files when designated by the Board; and serve as the Recording Clerk/Recording Secretary when designated by the Board. Legal counsel shall not sign checks or authorize financial transactions.
- H. Custody of Funds. Pursuant to [Utah Code Section 17B-1-633\(2\)](#), the Treasurer/Vice Chair is the statutory custodian of all District funds. All District monies, whether bond proceeds, assessments, or tax revenues, shall be maintained in accounts held either by: (a) the trustee, which shall serve as fiduciary custodian of all bond proceeds, investment accounts, and related reserves; or (b) qualified public depositories authorized under the Utah Money Management Act for operating or administrative accounts maintained by the District. The District's accountant shall maintain and reconcile all financial records and operating accounts on behalf of the District, and the Treasurer/Vice Chair shall review and approve all bank and trustee reconciliations and certify compliance to the Board.

Article V

Meetings

- A. Regular Meetings. Pursuant to Utah Code Section 52-4-202(2)(a), the Board hereby determines to hold quarterly regular meetings as specified in the District's Annual Administrative Resolution. All notices of meetings shall designate whether such meetings 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.

- B. Special Meetings. Special meetings may be called by the Chair. At the request of any two Trustees, the Chair must call a special meeting. The Chair or other authorized person on the Chair's behalf shall email, mail, fax or otherwise deliver written notice of special meetings to the Trustees at least twenty-four hours before the date of each special meeting. Notice to the public of all special meetings will be made pursuant to the Utah Open and Public Meetings Act. Most meetings of the Board are anticipated to be special meetings.
- C. Emergency Meetings. 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.
- D. 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.
- E. Meetings by Telephone or Video Conferencing. Members of the Board may participate in a meeting of the Board by means of conference telephone, video conferencing, or similar communications equipment, consistent with the electronic meetings policy of the District adopted by the Board.
- F. Voting. Each Trustee shall have one vote. No business requiring a vote may be conducted without a quorum. A tie vote constitutes failure to pass a measure.

Article VI Compensation

Trustees serve without compensation. The Board, however, may in its discretion pay reasonable expenses for the members of the Board when transacting business on behalf of, and authorized by, the Board.

Article VII Parliamentary Procedure

The Board is obligated under [Utah Code Sections 17D-4-103\(1\)\(b\)](#) and [17B-1-310\(3\)\(b\)](#) to adopt rules of order and procedure and has done so pursuant to a Resolution Adopting Rules of Order and Procedure. The Board will follow the procedures set forth in the Resolution for the conduct of meetings.

Article VIII Place of Meetings

Meetings of the Board may be held at 1946 W 5600 S, Roy UT, 84067, or at WBA PC, 350 E 400 S Ste 2301, Salt Lake City, UT 84043, or at another location as stated otherwise on an agenda at least twenty-four hours in advance.

Article IX Order of Business

The Board will conduct meetings pursuant to the published agenda of each meeting but may change its order of business or consider matters out of order at the direction or with the consent of the Chair or by vote of a majority of the Board present. Matters scheduled for action may be tabled or continued by vote of the Board. If no action is taken on a matter scheduled for action, it may be placed back on a future meeting agenda for additional consideration or a final vote.

Article X

Protection of Trustees

- A. Defense of Trustees. The District will defend an action brought against a Trustee only under the terms and conditions stated in the Governmental Immunity Act of Utah (See [Section 63G-7-101](#), *et seq.*).
- B. Insurance. The District shall have the power to purchase and maintain insurance on behalf of any person who is or was a trustee, officer or employee of the District; against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of the status as such, whether or not the District would have power by applicable law to indemnify him/her against such liability. The District may also purchase and maintain insurance, in such amounts as the Board may deem appropriate, to insure the District against any liability for the indemnifications provided by this Article.

Article XI

Administration

The Board may appoint a manager, including a management company that offers district management services, or may engage the services of professional advisers who may assist in the management and administration of the District. Any manager or professional adviser so retained shall have all necessary authority and responsibility for the administration of the District in all its activities, subject only to such policies as may be issued by the Board or any of its committees to which it has delegated the power for such action. The District manager shall act as the duly authorized representative of the Board in all matters in which the Board has not formally designated someone else to so act.

Article XII

Conflict of Interest Policy

- A. Policy statement. It is the policy of the Board to require trustees to disclose potential conflicts of interest that may arise as a result of their duties as trustees and their personal financial interests and act accordingly with respect to votes on matters implicating such conflicts.
- B. Overview.
 - 1. The trustees commit themselves to ethical and appropriate use of their authority to ensure and maintain public confidence in the District.
 - 2. The trustees must place the interests of the District over their own personal financial interests.
- C. Disclosure.

1. Every trustee must disclose actual or potential conflicts of interest arising as a result of their duties as trustees and their personal financial interests.
2. When there is a conflict of interest, the trustee shall publicly declare the nature of the conflict.
3. A trustee who complies with this Conflict of Interest Policy may, using the trustee's discretion, vote on the matter which is the subject of the actual or potential conflict of interest, abstain from voting or participating in the discussion, or leave the meeting during the discussion and/or voting.
5. Disclosures must be made:
 - a. When a trustee first becomes a trustee.
 - b. Whenever the trustee's position in the potential conflict entity changes significantly or the value of their interest in the entity is significantly increased.
 - c. Whenever the District is considering taking action that implicates or affects the entity in which the trustee has a position or interest.

Article XIII

Ethical Behavior Policy

- A. Policy Statement. This Ethical Behavior Policy is intended to serve as a guide for trustees in decision-making situations to provide for the highest-level results for the District.
- B. Code of Ethics.
 1. The trustees will comply with and annually review the District's Conflict of Interest policy, and Code of Ethics Policy.
 2. The Board will follow all laws and regulations related to the ethics of public officers and employees, open meetings and whistleblower protection.
 3. Trustees should direct any complaint and/or issue directly to the Chair for inclusion on the Board agenda for the full Board's consideration.
 4. Trustees should forward District business items to the Chair for inclusion on the Board agenda. The intent is to provide for public notification and to allow time for research and consider the topic.
 5. The Board recognizes it operates as a unit and that individual trustees' authority exists only as a member of the whole Board.
 6. The Board acknowledges that conflicts of interest may occasionally arise and that each trustee is responsible for declaring such actual or potential conflicts as specified by Utah law or Board policy.
 7. The Board will comply with the Utah Public Officers' and Employees' Ethics Act (see [Utah Code Section 67-16-1](#), *et seq.*) and ensure individual accountability, including consequences for noncompliance.

8. Trustees will not ask for or receive, directly or indirectly, any compensation, gifts, gratuity, or thing of value, or promise for or for omitting or deferring the performance of any official duty.
9. Trustees will not disclose or use any privileged or proprietary information that was gained by their official Board position.
10. Trustees will follow the Nepotism statute (Utah Code 52-3) which prohibits employment of relatives, with those exceptions listed in Code 52-3-1(2-3).
11. Trustees will follow the Misuse of Public Resources or Property statute (Utah Code 76-8-4) which delineates the unlawful use of public funds and destruction of property, including records.

Article XIV **Procurement Policy**

- A. The Utah Procurement Code, Title 63G, Chapter 6a, Utah Code Annotated 1953 (the “**Utah Procurement Code**”) has four main purposes: (1) to ensure transparency in the public procurement process; (2) to ensure the fair and equitable treatment of all persons who participate in the public procurement process; (3) to provide increased economy in state procurement activities; and (4) to foster effective broad-based competition within the free enterprise system.
- B. The District is a “Procurement Unit” subject to the Utah Procurement Code as defined in [Utah Code Section 63G-6a-103\(58\)](#).
- C. The Board is empowered to hire professional service providers necessary for the administration and operation of the District, pursuant to Utah Code Sections 17B-1-103 and 17B-1-301 and Utah Code Sections 17D-4-103 and 17D-4-203.
- D. The hiring of professional service providers, including but not limited to legal counsel, bond counsel, financial advisors, and other specialized consultants, is an administrative function authorized under the general powers of the District and does not constitute a procurement subject to the Utah Procurement Code.
- E. Pursuant to [Utah Code Section 63G-6a-107.6\(1\)\(a\)](#), the Utah Procurement Code does not apply to a public entity’s acquisition of a procurement item from another public entity.
- F. Pursuant to [Utah Code Section 63G-6a-107.6\(2\)](#), the Utah Procurement Code, unless otherwise specifically stated, does not apply to the acquisition or disposal of real property or an interest in real property.
- G. Pursuant to [Utah Code Section 63G-6a-107.7\(1\)\(a\)](#), the rulemaking authority for a procurement unit shall make rules relating to the management and control of procurements and procurement procedures by the procurement unit.
- H. Pursuant to [Utah Code Section 17B-1-618](#), all purchases or encumbrances by a special district shall be made or incurred according the purchasing procedures established for each district by the district’s rule making authority, as that term is defined in [Utah Code Section 63G-6a-103](#), and only on an order of approval of the person or persons duly authorized.
- I. Pursuant to [Utah Code Section 63G-6a-707](#), and to the extent applicable, the District shall establish an Evaluation Committee for the purpose of reviewing and evaluating proposals submitted in response to a Request for Proposals (“**RFP**”), ensuring that all evaluations are

conducted fairly, transparently, and in strict compliance with the evaluation criteria set forth in the RFP.

- J. To the extent applicable, the Evaluation Committee shall be responsible for scoring proposals based solely on the stated criteria in the RFP, ensuring that no additional or unlisted criteria influence the selection process, and providing a written statement to the Board documenting the selection recommendation, the awarded scores, and the rationale for the best-value determination, except in cases where the award is made to a Construction Manager/General Contractor based solely on qualifications and the proposed management fee.
- K. Pursuant to [Utah Code Section 63G-6a-103\(57\)](#), and to the extent applicable, the District shall designate a “**Procurement Official**”, defined as the individual responsible for overseeing and managing procurement processes to ensure compliance with the Utah Procurement Code.
- L. The Procurement Official shall be responsible for administering procurement activities in accordance with applicable laws, ensuring transparency, efficiency, and adherence to established procurement procedures.
- M. The Procurement Official shall coordinate with the Evaluation Committee, oversee contract compliance, and ensure that all procurement activities align with the District’s rules, policies, and best practices in public procurement.

Article XV

Travel Policy

- A. All travel by trustees, officers, or consultants on behalf of the District shall be pre-approved in writing by the Chair or by Board action. Reimbursable expenses are limited to reasonable costs for transportation, lodging, meals, and registration directly related to District business. Claims for reimbursement shall be supported by original itemized receipts and submitted within thirty (30) days after completion of travel. The District shall not reimburse alcohol, entertainment, or companion expenses. Reimbursements shall be reviewed by the District’s accountant and approved by the Treasurer/Vice-Chair before payment to ensure compliance with this policy.
- B. All travel expenses while conducting District business outside of fifty (50) miles from the anchor location may be paid by the District upon request of the traveling trustee. Travel-related expenses include:
 - 1. Costs to travel to and from the business destination.
 - 2. Transportation costs while traveling to conduct District business.
 - 3. Lodging, meals and incidental expenses.
- C. Pre-approval. All travel is required to be approved by the CAO prior to traveling and incurring travel-related expenses.
- D. Documentation. After any travel expenses have been incurred, a Travel Reimbursement Form will be submitted outlining the reason for the trip and the specific travel expenses. The Travel Reimbursement Form must be signed by the individual who traveled and the CAO.

E. Transportation.

1. The District will generally purchase only coach-class tickets aboard a regularly scheduled commercial carrier for both domestic and international flights. Non-stop flights, while at times, more expensive, may be justified if alternative flights impose other costs than airfare, or require such circuitous routing that it is inconvenient for the individual. Individuals may retain for personal use promotional items, including frequent flyer miles, received during the course of a business trip if such items are obtained under the same conditions as those offered to the general public at no additional cost to the District.
2. The District owns no vehicles that may be used for business travel purposes. Personal vehicle use is allowed for the District's business purposes and will be reimbursed for mileage in accordance with currently authorized IRS rate.
3. Alternative travel arrangements may be structured for travel and lodging to reduce costs or accommodate personal preferences if the alternatives provide cost savings or if the individual pays for the increased costs.
4. Rental cars may be obtained with prior approval from the CAO. Individuals traveling in a group to the same location for business are strongly encouraged to share rental vehicles where practical. Rental car agency liability and collision/loss damage coverage is required to be obtained at the District's expense.

F. Lodging. Travel that requires an overnight stay must be pre-approved by the CAO. The accommodations selected should be modestly priced for the city and state traveling to, but if the individual is attending a convention they may book a room at the hotel where a conference is being held, in order to reduce other travel related costs or booking a room at a higher priced hotel due to a legitimate safety concern based upon location.

G. Travel-related meals.

1. Travel-related meals will be paid for meals (including tax, tips and other meal related expenses) at the current State of Utah per diem rate. Per diem may be paid to individuals prior to leaving for their travel.
2. Individuals can use their personal credit card to pay for approved travel related meals. Individuals need to retain all receipts related to the purchases and submit them with a Travel Reimbursement Form.

H. Incidental expenses. Incidental expenses are not considered part of the meal per diem reimbursement and must be documented on the Travel Reimbursement Form. Incidental expenses include: ground transportation, parking and related tips, fax, telephone, internet, copy charges and other business related expenses.

I. Personal expenses. Personal expenses such as entertainment or alcohol are the responsibility of the individual and not reimbursable by the District.

J. If an individual receives per diem prior to traveling and does not travel on that trip, then the individual will return those funds to the District.

Article XVI
Miscellaneous Financial and Security Policies

- A. Cash Receipting and Deposit Policy. As outlined in the [Utah State Auditor's Cash Receipting and Deposit Policy Template Guide](#), "policies and procedures need to be adapted to the individual needs of entities in varying sizes and locations. Small organizations that do not have enough employees to segregate duties, compensating controls should be considered, such as having a member of the Board review transactions and trace them back to the source." The District is a small organization, does not have employees, and does not receive cash or credit card transactions. The Treasurer or accountant will receive all checks made payable to the District and deposit them in the District's operating account. The Board of Trustees will update this policy in the event that the District needs to receive cash or credit card transactions.
- B. Credit Card Policies and Procedures. It is the policy of the District not to issue or obtain any credit cards for any individuals related to the District's operations. If and when the District decides to obtain or issue a credit card to any individual(s) then the Board of Trustees shall first be required to adopt policies and procedures governing the issuance and use of credit cards.
- C. Personal Use of District Assets. The District was established to provide financing for the Public Improvements to facilitate development within the and without the boundaries of the District. The District has no employees and all services are provided to the District by independent contracted parties. It is therefore not anticipated that any personal use of District assets will be possible or likely. In any event, the District's policy on use of District assets is that any personal use of District assets is prohibited.
- D. IT and Computer Security Policy. The District is a small organization and does not have any District employees, computers, network, email, and information technology ("IT"). In the event that the District were to hire employees and obtain computers or electronic devices for those employees, the Board would first be required to adopt a policy addressing computers, network, email, and IT use by those employees.
- E. Audit Committee. The Board hereby establishes an Audit Committee composed of Trustees appointed annually by the Chair with the advice and consent of the Board. The Audit Committee shall assist the Board in fulfilling its financial oversight responsibilities by reviewing the District's financial statements, annual audit or compilation, and internal controls; meeting at least once per year with the District Accountant and independent auditor; and reporting its findings and recommendations to the Board. Members of the Audit Committee may not include the Chair or Treasurer/Vice-Chair and shall serve until reappointed or replaced by subsequent Board action.

Article XVII
Reporting Fraud or Abuse; Fraud Risk Hotline

- A. Improper Governmental Action. "**Improper Governmental Action**" is any action by a public entity's Trustee or employee as follows:
 - 1. Action done while in their official duties, whether or not the action is within the scope of their Board responsibilities or employment; and

2. That is in violation of any federal, state or local law, and is: an abuse of authority; of substantial and specific danger to the public health or safety; or a gross waste of public funds.

B. Reporting Fraud or Abuse.

1. Contractors who become aware of Improper Governmental Actions should raise the issue with a Trustee. Trustees who become aware of Improper Governmental Actions should raise the issue with the CAO. In the event a trustee is involved, the issue should be taken up with the entire Board.
2. The CAO, trustee or Board will promptly take action to investigate the report. The District will keep the identity of the reporting person confidential to the extent possible under the law, unless that person authorizes in writing the disclosure of their identity. After an investigation has been completed, the person that reported the possible Improper Governmental Action will be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

C. Complaints, Investigations, Review, and Enforcement.

1. Any trustee or employee may file a complaint alleging a violation of the policy.
2. The complaint will be in writing and signed by the complainant. The written complaint should list the nature of the alleged violation(s), date(s), time and place of each occurrence, and the name of the person(s) accused with the violation(s). The complaint will be filed with the CAO. The CAO will provide a copy of the complaint to the person(s) alleged of the violation. The reporting person shall provide the CAO with all the available documentation or other evidence to show a reason for believing that a violation has taken place.
3. This policy is intended to weigh the rights of the person(s) alleging the fraud or abuse with those who are accused of the fraud and abuse. Anonymous complaints have the potential to subject the person(s) accused of the fraud or abuse to stress and embarrassment and potentially result in discipline and possible termination. The District is very reluctant to begin any investigation based upon an anonymous complaint due to the fact that evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant's credibility.
4. The District shall maintain a process for receiving reports of suspected fraud, waste, or abuse, including the ability for individuals to submit concerns anonymously by email, telephone, or written correspondence. All such reports, whether anonymous or identified, shall be forwarded to the CAO and to the Audit Committee for initial screening. The Audit Committee shall determine whether further investigation is warranted, may request assistance from the District's accountant, legal counsel, or other independent professionals, and shall report the results of any investigation and recommended corrective actions to the full Board in a timely manner. The identity of any individual making a report shall be protected to the extent permitted by law, and retaliation against a reporting individual is strictly prohibited.

5. The District reserves the right to decline to investigate any complaint that is made anonymously.

D. Fraud Risk Hotline Policy Statement.

1. By their very nature and makeup the District has no employees and outsources its legal, financial and administrative functions. Even as the Districts grows it remains a small administrative entity and might only have a few employees, if any. The following policy is intended to bring accountability for the Board and its contracted service providers now and any potential employees in the future.
2. The District hotline provides the ability for citizens, including public employees and contractors, to report fraud risks to the District including, but not limited to, the following:
 - a. Waste or misuse of public funds, property, or manpower;
 - b. Violations of a law, rule, or regulation applicable to the government;
 - c. Gross mismanagement;
 - d. Abuse of authority; and
 - e. Unethical conduct.

- E. Filing a Complaint. Complaints should be submitted in writing and provide any evidence that supports the complaint to the CAO. If the alleged complaint deals with the CAO, then the complaint should be submitted to another member of the Board and then brought to the full Board for consideration. Submitted information should include specifics as to 'who, what, where, when' as well as any other details that may be important such as information on other witnesses, documents, and pertinent evidence. Due to limited resources the District is unable to accept complaints that are not supported by evidence or provide a means for us to investigate the problem further.

- F. Hotline Information. A complainant may contact a trustee at the contact information provided publicly for trustees on the Utah Public Notice website, <https://utah.gov/pmn>.

G. Review of Complaint.

1. After receiving a complaint, a review of the allegation(s) and any evidence provided will be performed. Potential factors to be reviewed include:
 - a. Does the complaint involve actions by a person subject to the District's authority?
 - b. Were improper governmental activities involved?
 - c. Can the allegation(s) be effectively investigated?
2. Disagreements with management decisions or actions taken by elected officials that are within the law will not be investigated. Overly broad or vague complaints or complaints where evidence is unavailable may be declined.
3. This policy is intended to weigh the rights of the person(s) alleging the fraud or abuse with those who are accused of the fraud and abuse. Anonymous complaints have the

- potential to subject the person(s) accused of the fraud or abuse to stress and embarrassment and potentially result in discipline and possible termination. The District is very reluctant to begin any investigation based upon an anonymous complaint due to the fact that evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant's credibility.
4. The District reserves the right to decline to investigate any complaint that is made anonymously.
- H. Whistleblower protection. [Utah Code Section 67-21-3](#) prohibits public employers from taking adverse action against their employees for reporting in good faith government waste or violations of law to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the person in authority over the person alleged to have engaged in the illegal conduct.
- I. Confidentiality. The identity of the complainant is considered protected information under the Utah Government Records Access and Management Act ("GRAMA") (See [Utah Code Section 63G-2-103](#), et seq.) and will be kept confidential if requested by the complainant. (See Utah Code Section 67-21-3). Whistleblower protections do not apply to anonymous complaints.

Article XVIII

General Provisions

- J. Calendar Year/Fiscal Year. The District will operate on a calendar year/fiscal year from January 1 to December 31 of each year.
- K. Account Books, Minutes and Records. The District will keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees. All books and records of the District may be inspected by any trustee, for any proper purpose at any reasonable time.
- L. Conveyances and Encumbrances. Property of the District may be assigned, conveyed, transferred, or encumbered only as authorized by the Board pursuant to the Act.

Article XIX

Amendments

These bylaws may be altered, amended, or repealed by a majority vote of the Board. New bylaws may be adopted by the Board at any regular or special meeting of the Board, called for such purpose. These bylaws will become effective at the time of their adoption by the Board of the District. Additional policies may be adopted by the Board without requiring amendment of these Bylaws.