



HEBER VALLEY SPECIAL SERVICE DISTRICT

1000 East Main Street
Midway, UT 84049-0427
Phone: (435) 654-2248

BOARD MEETING at 4:00 PM

February 12, 2026

AGENDA ITEMS

Conducting: Chair, Heidi Franco

AGENDA ITEMS:

1. **Public Comment:** This is the public's opportunity to comment on items not on the agenda.
2. **Entity Updates:** From HVSSD Member Entities
3. **Committee Updates:** From HVSSD Committees
4. **Consent Agenda:**
 - a. Balance Sheet January 2025
 - b. Bank Reconciliation January 2025
 - c. P&L January 2025
 - d. PTIF General Fund January 2025 [PTIF_GenFund_January2026.pdf](#)
 - e. PTIF Impact Fee January 2025 [PTIF_Impact_January2026.pdf](#)
 - f. PTIF Bond January 2025 [PTIF_Bond_January2026.pdf](#)
 - g. January 2025 Warrant list approval [Warrant List_02-12-2026.pdf](#)
 - h. January 2025 YTD Budget
 - i. January 2025 Board Meeting Minutes [PENDING_01-08-2026_HVSSD Board Meeting Minutes.pdf](#)
 - j. Headworks Project – Pay Request #9 [Revised HVSSD Headworks Upgrades Pay App #09 January 2026 - Approved.pdf](#)
 - k. Dredging Project – Pay Requests #2 and #3 [APG US Invoice #20353 2025-12-31 Heber Valley Pay App #2.pdf](#) [APG US Invoice #20353 2025-12-31 Heber Valley Pay App #2.pdf](#)
 - l. Resolution 26-1- District Signatory Authorization [Resolution 26-1_Authorized Signatories.pdf](#)
5. **Board Member Elections -Chair and Vice Chair** Nominations and Motion to Approve (Heidi Franco - 10mins)
6. **2025 Financial Audit Services** – Discuss and consider a motion to approve a proposal to prepare 2025 financial statements and audit of the same. (Jim Goodley-10 mins) [YE2025 Engagement letter - Heber Valley SSD.pdf](#)
7. **Caterpillar 420-07 Backhoe/Loader Lease** – Consider a motion to approve a 5-year lease agreement with CFSC for equipment. (Jim Goodley-15 mins) [Cat Lease.pdf](#)
8. **Sewer Service Consideration-** Discussion and consideration of providing sewer service to property outside of District's service area (Jim Goodley – 15 mins)
9. **Manager's Report** (Jim Goodley- 30 mins) [ManagersReport_02_12_2026.pdf](#)
10. **Closed Session** (Optional)– a strategy session to discuss pending or reasonably imminent litigation pursuant to U.C.A. 52-4-205 and/or discuss personnel or property items.
11. **Adjourn**

ELECTRONIC PARTICIPATION: If you are interested in participating via electronic media, please go to our HVSSD website for the link at www.hebervalleyssd.gov . Published on the State Public Notice Website at www.hebervalleyssd.gov and at the Heber Valley Special Service District Administration Building

Heber Valley Special Service District

Balance Sheet

As of January 31, 2026

	Jan 31, 26
ASSETS	
Current Assets	
Checking/Savings	
1123000 CASH ZIONS BANK	314,752.17
1125000 PTIF GENERAL ACCOUNT	1,036,510.17
1125010 PTIF IMPACT FEES	16,044,869.72
1125020 PTIF BOND ACCOUNT	5,124,932.23
Total Checking/Savings	22,521,064.29
Accounts Receivable	
1303000 MIDWAY CONTRACT REC	-3,648.75
A/R OTHER	1,698.75
Total Accounts Receivable	-1,950.00
Other Current Assets	
1301000 HEBER CITY(1)	688,071.86
1302000 MIDWAY SAN DISTRICT(1)	142,256.91
1303100 HAY SALES RECEIVABLE	49,145.90
PREPAID INSURANCE	14,230.98
Total Other Current Assets	893,705.65
Total Current Assets	23,412,819.94
Fixed Assets	
1711910 PLANT/FARM EQUIPMENT	3,891,528.07
1720100 PLANT EXPANSION	12,503,362.20
CONSTRUCTION IN PROGRESS	434,255.69
FENCESMIDWAY LIFT STATION	3,877.74
GROUND WATER DRAINS	38,686.27
LAND	6,433,258.10
LANDDISPOSAL SITE	1,761,158.31
LANDMIDWAY LIFT STATION	1,038.88
LESS ACCUM DEPRECIATION	-19,234,626.49
SEWAGE TREATMENT PLANT	12,298,028.82
TREATMENT PLANT EQUIPMENT	611,996.79
Total Fixed Assets	18,742,564.38
TOTAL ASSETS	<u>42,155,384.32</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
ACCOUNTS PAYABLE	115,781.06
Total Accounts Payable	115,781.06
Other Current Liabilities	
2221000 FICA W/H PAYABLE	-29,735.76
2222000 FEDERAL TAX W/H	-23,404.00
2223000 STATE TAX WITHHELD	-9,558.00
2233000 HEALTH INSUR PAYABLE	150.00
ACCRUED VAC/SICK LEAVE PAYABLE	52,180.04
Other Currenty Liability	9,450.56
Payroll Liabilities	53,355.67
RETIREMENT PAYABLE	6,378.13
WAGES PAYABLE	-6,039.95
Total Other Current Liabilities	52,776.69
Total Current Liabilities	168,557.75

Heber Valley Special Service District
Balance Sheet
As of January 31, 2026

	Jan 31, 26
Long Term Liabilities	
BOND FLAGSTAR PUBLIC FUNDING	5,100,000.00
DEF INFLOW RESOURCEPENSIONS	486.00
DEF OUTFLOW RESOURCEPENSIONS	-127,901.00
NET PENSION LIABILITY	52,746.00
Total Long Term Liabilities	5,025,331.00
Total Liabilities	5,193,888.75
Equity	
CONTR. IMPACT PLANT ADDS	10,279,787.72
CONTRIBUTION FROM EPA	5,480,451.50
HEBER CITY	147,248.50
IMPACT FEES	11,127,749.93
MIDWAY SANITATION DISTRICT	60,134.36
Retained Earnings	9,538,352.32
RETAINED EARNINGS(2)	-1,000.00
WASATCH COUNTY	14,894.00
Net Income	313,877.24
Total Equity	36,961,495.57
TOTAL LIABILITIES & EQUITY	42,155,384.32

Heber Valley Special Service District

Reconciliation Summary

1123000 CASH ZIONS BANK, Period Ending 01/30/2026

	Jan 30, 26	
Beginning Balance		142,615.53
Cleared Transactions		
Checks and Payments - 48 items	-380,648.89	
Deposits and Credits - 6 items	555,570.04	
Total Cleared Transactions	174,921.15	
Cleared Balance		317,536.68
Uncleared Transactions		
Checks and Payments - 4 items	-1,450.00	
Deposits and Credits - 4 items	9,123.50	
Total Uncleared Transactions	7,673.50	
Register Balance as of 01/30/2026		325,210.18
New Transactions		
Checks and Payments - 36 items	-2,961,485.44	
Deposits and Credits - 4 items	0.00	
Total New Transactions	-2,961,485.44	
Ending Balance		-2,636,275.26

Heber Valley Special Service District

Reconciliation Detail

1123000 CASH ZIONS BANK, Period Ending 01/30/2026

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						142,615.53
Cleared Transactions						
Checks and Payments - 48 items						
Bill Pmt -Check	12/11/2025	2437	SKM ENGINEERING	X	-2,385.00	-2,385.00
Bill Pmt -Check	12/31/2025	2462	VANCON INC	X	-84,438.85	-86,823.85
Bill Pmt -Check	12/31/2025	2456	LOUGHLIN	X	-8,545.00	-95,368.85
Bill Pmt -Check	12/31/2025	2460	Titan Land Surveying...	X	-3,125.00	-98,493.85
Bill Pmt -Check	12/31/2025	2450	CHEMTECH-FORD	X	-2,811.00	-101,304.85
Bill Pmt -Check	12/31/2025	2457	RAY QUINNEY & N...	X	-2,386.00	-103,690.85
Bill Pmt -Check	12/31/2025	2463	VWR INTERNATIO...	X	-1,710.63	-105,401.48
Bill Pmt -Check	12/31/2025	2464	WHEELER MACHIN...	X	-1,061.05	-106,462.53
Bill Pmt -Check	12/31/2025	2453	ENBRIDGE GAS	X	-990.18	-107,452.71
Bill Pmt -Check	12/31/2025	2458	RUSTY HARRIS	X	-501.57	-107,954.28
Bill Pmt -Check	12/31/2025	2459	TAYLOR'S FIRE CO...	X	-460.00	-108,414.28
Bill Pmt -Check	12/31/2025	2449	BRENT KELLY	X	-200.00	-108,614.28
Bill Pmt -Check	12/31/2025	2451	DAMESTIQUES CL...	X	-160.00	-108,774.28
Bill Pmt -Check	12/31/2025	2455	LEE'S MARKETPLA...	X	-112.33	-108,886.61
Bill Pmt -Check	12/31/2025	2447	ACE TIMBERLINE - ...	X	-90.90	-108,977.51
Bill Pmt -Check	12/31/2025	2454	ENERGY MANAGE...	X	-40.58	-109,018.09
Bill Pmt -Check	12/31/2025	2448	BLUE STAKES OF ...	X	-21.25	-109,039.34
Bill Pmt -Check	12/31/2025	2461	Utah Retirement Syst...	X	-15.49	-109,054.83
Bill Pmt -Check	01/07/2026	2474	OWEN EQUIPMEN...	X	-171,000.00	-280,054.83
Bill Pmt -Check	01/07/2026	2472	HEBER LIGHT & PO...	X	-36,008.70	-316,063.53
Bill Pmt -Check	01/07/2026	2480	WASATCH COUNTY	X	-8,309.10	-324,372.63
Bill Pmt -Check	01/07/2026	2465	AQUA ENGINEERING	X	-2,567.30	-326,939.93
Bill Pmt -Check	01/07/2026	2470	ETS	X	-1,648.85	-328,588.78
Bill Pmt -Check	01/07/2026	2471	HEBER CITY CORP...	X	-1,050.00	-329,638.78
Bill Pmt -Check	01/07/2026	2473	MIDWAY CITY COR...	X	-672.00	-330,310.78
Bill Pmt -Check	01/07/2026	2475	PEHP LONG-TERM ...	X	-467.85	-330,778.63
Bill Pmt -Check	01/07/2026	2478	RURAL WATER AS...	X	-372.00	-331,150.63
Bill Pmt -Check	01/07/2026	2468	DON HUGGARD - S...	X	-350.00	-331,500.63
Bill Pmt -Check	01/07/2026	2479	USA BLUEBOOK	X	-325.79	-331,826.42
Bill Pmt -Check	01/07/2026	2477	RIGHTWORKS	X	-255.00	-332,081.42
Bill Pmt -Check	01/07/2026	2467	FUEL NETWORK	X	-250.90	-332,332.32
Bill Pmt -Check	01/07/2026	2476	Revco Leasing	X	-53.28	-332,385.60
General Journal	01/30/2026	BR 01:...		X	-614.01	-332,999.61
General Journal	01/31/2026	BR 01:...		X	-12,404.20	-345,403.81
General Journal	01/31/2026	BR 01:...		X	-10,739.05	-356,142.86
General Journal	01/31/2026	BR 01:...		X	-6,039.95	-362,182.81
General Journal	01/31/2026	BR 01:...		X	-5,235.97	-367,418.78
Bill Pmt -Check	01/31/2026	2485B	BANKCARD CENTER	X	-4,111.47	-371,530.25
General Journal	01/31/2026	BR 01:...		X	-2,741.93	-374,272.18
General Journal	01/31/2026	BR 01:...		X	-2,473.38	-376,745.56
General Journal	01/31/2026	BR 01:...		X	-1,258.24	-378,003.80
General Journal	01/31/2026	BR 01:...		X	-1,087.78	-379,091.58
General Journal	01/31/2026	BR 01:...		X	-461.54	-379,553.12
General Journal	01/31/2026	BR 01:...		X	-461.54	-380,014.66
General Journal	01/31/2026	BR 01:...		X	-378.00	-380,392.66
General Journal	01/31/2026	BR 01:...		X	-94.57	-380,487.23
General Journal	01/31/2026	BR 01:...		X	-94.57	-380,581.80
General Journal	01/31/2026	BR 01:...		X	-67.09	-380,648.89
Total Checks and Payments					-380,648.89	-380,648.89
Deposits and Credits - 6 items						
Deposit	01/08/2026			X	285,439.04	285,439.04
Deposit	01/29/2026			X	119,031.00	404,470.04
Bill Pmt -Check	01/31/2026	2485A	BANKCARD CENTER	X	0.00	404,470.04
General Journal	01/31/2026	BR 01:...		X	550.00	405,020.04
General Journal	01/31/2026	BR 01:...		X	550.00	405,570.04
General Journal	01/31/2026	BR 01:...		X	150,000.00	555,570.04
Total Deposits and Credits					555,570.04	555,570.04
Total Cleared Transactions					174,921.15	174,921.15
Cleared Balance					174,921.15	317,536.68

Heber Valley Special Service District Reconciliation Detail

1123000 CASH ZIONS BANK, Period Ending 01/30/2026

Type	Date	Num	Name	Clr	Amount	Balance
Uncleared Transactions						
Checks and Payments - 4 items						
Bill Pmt -Check	12/31/2025	2452	DAVIS CONCRETE ...		-400.00	-400.00
Bill Pmt -Check	01/07/2026	2466	CRAIG SIMONS - S...		-350.00	-750.00
Bill Pmt -Check	01/07/2026	2481	WASATCH COUNT...		-350.00	-1,100.00
Bill Pmt -Check	01/07/2026	2469	DOUG CLEMENTS - ...		-350.00	-1,450.00
Total Checks and Payments					-1,450.00	-1,450.00
Deposits and Credits - 4 items						
General Journal	05/16/2023				800.00	800.00
Bill	08/07/2025	AUGU...	HACH COMPANY		941.00	1,741.00
Payment	08/21/2025	151	A-1 SEPTIC		232.50	1,973.50
General Journal	10/31/2025	PR Rent			7,150.00	9,123.50
Total Deposits and Credits					9,123.50	9,123.50
Total Uncleared Transactions					7,673.50	7,673.50
Register Balance as of 01/30/2026					182,594.65	325,210.18
New Transactions						
Checks and Payments - 36 items						
General Journal	01/31/2026	BR 01:...	BANKCARD CENTER		-10,458.01	-10,458.01
Bill Pmt -Check	02/10/2026	2519	AMERICAN PROCE...		-1,719,216.53	-1,729,674.54
Bill Pmt -Check	02/10/2026	2518	AMERICAN PROCE...		-1,077,635.77	-2,807,310.31
Bill Pmt -Check	02/10/2026	2496	HEBER LIGHT & PO...		-35,208.76	-2,842,519.07
Bill Pmt -Check	02/10/2026	2511	VANCON INC		-33,266.15	-2,875,785.22
Bill Pmt -Check	02/10/2026	2486	Caterpillar Financial ...		-22,938.96	-2,898,724.18
Bill Pmt -Check	02/10/2026	2497	HUMPHRIES INCO...		-8,898.28	-2,907,622.46
Bill Pmt -Check	02/10/2026	2513	WASATCH COUNTY		-8,312.30	-2,915,934.76
Bill Pmt -Check	02/10/2026	2487	CHEMTECH-FORD		-7,438.75	-2,923,373.51
Bill Pmt -Check	02/10/2026	2485C	BANKCARD CENTER		-5,713.10	-2,929,086.61
Bill Pmt -Check	02/10/2026	2499	LOUGHLIN		-4,706.60	-2,933,793.21
Bill Pmt -Check	02/10/2026	2504	RAY QUINNEY & N...		-4,279.00	-2,938,072.21
Bill Pmt -Check	02/10/2026	2501	MODERN MOUNTAI...		-4,170.00	-2,942,242.21
Bill Pmt -Check	02/10/2026	2509	SKM ENGINEERING		-4,110.00	-2,946,352.21
Bill Pmt -Check	02/10/2026	2484	AQUA ENGINEERING		-3,661.25	-2,950,013.46
Bill Pmt -Check	02/10/2026	2492	ENBRIDGE GAS		-1,959.74	-2,951,973.20
Bill Pmt -Check	02/10/2026	2516	WASATCH ROCK P...		-1,611.30	-2,953,584.50
Bill Pmt -Check	02/10/2026	2512	VWR INTERNATIO...		-1,544.90	-2,955,129.40
Bill Pmt -Check	02/10/2026	2495	HEBER CITY CORP...		-1,050.00	-2,956,179.40
Bill Pmt -Check	02/10/2026	2506	RIGHTWORKS		-751.21	-2,956,930.61
Bill Pmt -Check	02/10/2026	2517	USA BLUEBOOK		-526.67	-2,957,457.28
Bill Pmt -Check	02/10/2026	2493	ETS		-479.93	-2,957,937.21
Bill Pmt -Check	02/10/2026	2508	Ryan Hennesey Was...		-365.00	-2,958,302.21
Bill Pmt -Check	02/10/2026	2490	DON HUGGARD - S...		-350.00	-2,958,652.21
Bill Pmt -Check	02/10/2026	2514	WASATCH COUNT...		-350.00	-2,959,002.21
Bill Pmt -Check	02/10/2026	2488	CRAIG SIMONS - S...		-350.00	-2,959,352.21
Bill Pmt -Check	02/10/2026	2491	DOUG CLEMENTS - ...		-350.00	-2,959,702.21
Bill Pmt -Check	02/10/2026	2489	DAMESTIQUES CL...		-320.00	-2,960,022.21
Bill Pmt -Check	02/10/2026	2502	MOUNTAINLAND S...		-308.82	-2,960,331.03
Bill Pmt -Check	02/10/2026	2503	PEHP LONG-TERM ...		-285.99	-2,960,617.02
Bill Pmt -Check	02/10/2026	2498	James Goodley		-245.81	-2,960,862.83
Bill Pmt -Check	02/10/2026	2515	WASATCH COUNT...		-207.75	-2,961,070.58
Bill Pmt -Check	02/10/2026	2482	ACE TIMBERLINE - ...		-161.86	-2,961,232.44
Bill Pmt -Check	02/10/2026	2500	MABEY WRIGHT & ...		-120.00	-2,961,352.44
Bill Pmt -Check	02/10/2026	2494	FUEL NETWORK		-79.72	-2,961,432.16
Bill Pmt -Check	02/10/2026	2505	Revco Leasing		-53.28	-2,961,485.44
Total Checks and Payments					-2,961,485.44	-2,961,485.44

Heber Valley Special Service District
Reconciliation Detail
1123000 CASH ZIONS BANK, Period Ending 01/30/2026

Type	Date	Num	Name	Clr	Amount	Balance
Deposits and Credits - 4 items						
Bill Pmt -Check	02/10/2026	2483	AMERICAN PROCE...		0.00	0.00
Bill Pmt -Check	02/10/2026	2485	BANKCARD CENTER		0.00	0.00
Bill Pmt -Check	02/10/2026	2510	USA BLUEBOOK		0.00	0.00
Bill Pmt -Check	02/10/2026	2507	RURAL WATER AS...		0.00	0.00
Total Deposits and Credits					0.00	0.00
Total New Transactions					-2,961,485.44	-2,961,485.44
Ending Balance					-2,778,890.79	-2,636,275.26

Heber Valley Special Service District
Profit & Loss
January 2026

	Jan 26
Income	
1125120 PTIF INTEREST BOND	14,733.35
3731000 SEWER CHARGES O&M	40,046.50
3731010 DUMP STATION INCOME	3,358.00
3731110 CAPITAL PROJECTS FUND	207,661.45
3740000 FARM INCOME	26,261.09
3740010 IMPACT FEE INCOME	127,143.00
3740015 IMPACT FEE INTEREST	53,281.87
3740020 RENTS	1,100.00
5741000 INTEREST INCOME	4,633.62
Total Income	478,218.88
Gross Profit	478,218.88
Expense	
5213130 BENEFITS	7,038.24
5213271 OTHER UTILITIES	35,389.67
5213274 TRUCK EXPENSE	250.90
5213710 OFC SUPPLIES/EXPENSES	446.16
5214110 WAGESFARM	7,561.33
5214130 BENEFITS(1)	1,738.71
5214270 UTILITIES	1,291.03
5215310 PROFESSIONAL & TECH(1)	2,347.99
5215311 PLANT UPDATE COSTS	2,567.30
5215312 DIRECTORS STIPEND	2,450.00
5741900 DEPRECIATION EXPENSE	72,966.00
Reconciliation Discrepancies	614.01
WAGESPLANT	29,680.30
Total Expense	164,341.64
Net Income	313,877.24

STATEMENT OF ACCOUNT

PTIF

UTAH PUBLIC TREASURERS' INVESTMENT FUND

Marlo M. Oaks, Utah State Treasurer, Fund Manager

PO Box 142315

350 N State Street, Suite 180

Salt Lake City, Utah 84114-2315

Local Call (801) 538-1042 Toll Free (800) 395-7665

www.treasurer.utah.gov

HEBER VALLEY SP SERV DIST

GENERAL MANAGER

PO BOX 427

MIDWAY UT 84049-0427

Account	Account Period
----------------	-----------------------

1014	January 01, 2026 through January 31, 2026
------	---

Summary

Beginning Balance	\$ 1,525,467.38	Average Daily Balance	\$ 1,414,177.06
Deposits	\$ 4,633.62	Interest Earned	\$ 4,633.62
Withdrawals	\$ 150,000.00	360 Day Rate	3.8050
Ending Balance	\$ 1,380,101.00	365 Day Rate	3.8579

Date	Activity	Deposits	Withdrawals	Balance
01/01/2026	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 1,525,467.38
01/09/2026	JanXfer	\$ 0.00	\$ 150,000.00	\$ 1,375,467.38
01/31/2026	REINVESTMENT	\$ 4,633.62	\$ 0.00	\$ 1,380,101.00
01/31/2026	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 1,380,101.00

{Effective: 01/31/2026} The GASB Fair Value factor at December 31, 2025 is 1.00228826

STATEMENT OF ACCOUNT

PTIF

UTAH PUBLIC TREASURERS' INVESTMENT FUND

Marlo M. Oaks, Utah State Treasurer, Fund Manager

PO Box 142315

350 N State Street, Suite 180

Salt Lake City, Utah 84114-2315

Local Call (801) 538-1042 Toll Free (800) 395-7665

www.treasurer.utah.gov

HEBER VALLEY SP SERV-IMPACT

GENERAL MANAGER

PO BOX 427

MIDWAY UT 84049-0427

Account	Account Period
----------------	-----------------------

1524	January 01, 2026 through January 31, 2026
------	---

Summary

Beginning Balance	\$ 16,261,587.85	Average Daily Balance	\$ 16,261,587.85
Deposits	\$ 53,281.87	Interest Earned	\$ 53,281.87
Withdrawals	\$ 0.00	360 Day Rate	3.8050
Ending Balance	\$ 16,314,869.72	365 Day Rate	3.8579

Date	Activity	Deposits	Withdrawals	Balance
01/01/2026	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 16,261,587.85
01/31/2026	REINVESTMENT	\$ 53,281.87	\$ 0.00	\$ 16,314,869.72
01/31/2026	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 16,314,869.72

{Effective: 01/31/2026} The GASB Fair Value factor at December 31, 2025 is 1.00228826

STATEMENT OF ACCOUNT

PTIF

UTAH PUBLIC TREASURERS' INVESTMENT FUND

Marlo M. Oaks, Utah State Treasurer, Fund Manager

PO Box 142315

350 N State Street, Suite 180

Salt Lake City, Utah 84114-2315

Local Call (801) 538-1042 Toll Free (800) 395-7665

www.treasurer.utah.gov

HVSSD-BOND

GENERAL MANAGER

PO BOX 427

MIDWAY UT 84049-0427

Account**Account Period****9150**

January 01, 2026 through January 31, 2026

Summary

Beginning Balance	\$ 4,496,608.05	Average Daily Balance	\$ 4,496,608.05
Deposits	\$ 14,733.35	Interest Earned	\$ 14,733.35
Withdrawals	\$ 0.00	360 Day Rate	3.8050
Ending Balance	\$ 4,511,341.40	365 Day Rate	3.8579

Date	Activity	Deposits	Withdrawals	Balance
01/01/2026	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 4,496,608.05
01/31/2026	REINVESTMENT	\$ 14,733.35	\$ 0.00	\$ 4,511,341.40
01/31/2026	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 4,511,341.40

{Effective: 01/31/2026} The GASB Fair Value factor at December 31, 2025 is 1.00228826

Heber Valley Special Service District
Custom Transaction Detail Report

January 8 through February 10, 2026

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
ACE TIMBERLINE - HURST COMPANY											
Bill	02/04/2026	FEBRUARY	ACE TIMBERLINE - HURST COMPANY	STATEMENT CLOSING DATE: 1/31/2026	ACCOUNTS PAYABLE	PLANT		-SPLIT-		161.86	-161.86
Bill Pmnt -Check	02/10/2026	2482	ACE TIMBERLINE - HURST COMPANY	STATEMENT CLOSING DATE: 1/31/2026	ACCOUNTS PAYABLE			1123000 CASH...	161.86		0.00
Total ACE TIMBERLINE - HURST COMPANY									161.86	161.86	0.00
AMERICAN PROCESS GROUP LLC											
Bill	02/10/2026	FEBRUARY	AMERICAN PROCESS GROUP LLC	INVOICE: 20353 - DREDGING PROJECT PAY REQUEST #2	ACCOUNTS PAYABLE	PLANT		5215311 PLAN...		1,077,635.77	-1,077,635.77
Bill	02/10/2026	FEBRUARY	AMERICAN PROCESS GROUP LLC	INVOICE: 20356 - DREDGING PROJECT PAY REQUEST #3	ACCOUNTS PAYABLE	PLANT		5215311 PLAN...		1,719,216.53	-2,796,852.30
Bill Pmnt -Check	02/10/2026	2483	AMERICAN PROCESS GROUP LLC		ACCOUNTS PAYABLE			1123000 CASH...	0.00		-2,796,852.30
Bill Pmnt -Check	02/10/2026	2518	AMERICAN PROCESS GROUP LLC	INVOICE: 20353 - DREDGING PROJECT PAY REQUEST #2	ACCOUNTS PAYABLE			1123000 CASH...	1,077,635.77		-1,719,216.53
Bill Pmnt -Check	02/10/2026	2519	AMERICAN PROCESS GROUP LLC	INVOICE: 20356 - DREDGING PROJECT PAY REQUEST #3	ACCOUNTS PAYABLE			1123000 CASH...	1,719,216.53		0.00
Total AMERICAN PROCESS GROUP LLC									2,796,852.30	2,796,852.30	0.00
AQUA ENGINEERING											
Bill	02/05/2026	FEBRUARY	AQUA ENGINEERING	INVOICE: 32208 / HEADWORKS SCREEN PROJECT - CIB	ACCOUNTS PAYABLE	PLANT		5215311 PLAN...		3,661.25	-3,661.25
Bill Pmnt -Check	02/10/2026	2484	AQUA ENGINEERING	INVOICE: 32208 / HEADWORKS SCREEN PROJECT - CIB	ACCOUNTS PAYABLE			1123000 CASH...	3,661.25		0.00
Total AQUA ENGINEERING									3,661.25	3,661.25	0.00
BANKCARD CENTER											
Bill	02/10/2026	FEBRUARY	BANKCARD CENTER	STATMENT CLOSING DATE: JANUARY 08, 2026	ACCOUNTS PAYABLE	PLANT		-SPLIT-		5,713.10	-5,713.10
Bill Pmnt -Check	02/10/2026	2485	BANKCARD CENTER		ACCOUNTS PAYABLE			1123000 CASH...	20,282.58		14,569.48
Total BANKCARD CENTER									20,282.58	5,713.10	14,569.48
Caterpillar Financial Services Corp											
Bill	02/10/2026	FEBRUARY	Caterpillar Financial Services Corp	LEASE PAYMENT - NEW 2025 CATERPILLAR 420-07 BACKHOE LOADER	ACCOUNTS PAYABLE	PLANT		5213000 PLAN...		22,938.96	-22,938.96
Bill Pmnt -Check	02/10/2026	2486	Caterpillar Financial Services Corp	LEASE PAYMENT - NEW 2025 CATERPILLAR 420-07 BACKHOE LOADER	ACCOUNTS PAYABLE			1123000 CASH...	22,938.96		0.00
Total Caterpillar Financial Services Corp									22,938.96	22,938.96	0.00
CHEMTECH-FORD											
Bill	02/05/2026	FEBRUARY	CHEMTECH-FORD	INVOICES: 25L1794, 26A0210, 26A0329, 26A1443, 26A1235	ACCOUNTS PAYABLE			-SPLIT-		7,438.75	-7,438.75
Bill Pmnt -Check	02/10/2026	2487	CHEMTECH-FORD	INVOICES: 25L1794, 26A0210, 26A0329, 26A1443, 26A1235	ACCOUNTS PAYABLE			1123000 CASH...	7,438.75		0.00
Total CHEMTECH-FORD									7,438.75	7,438.75	0.00
CRAIG SIMONS - STIPEND											
Bill	02/05/2026	FEBRUARY	CRAIG SIMONS - STIPEND	FEBRUARY 2026 DIRECTOR'S STIPEND	ACCOUNTS PAYABLE	PLANT		5215312 DIRE...		350.00	-350.00
Bill Pmnt -Check	02/10/2026	2488	CRAIG SIMONS - STIPEND	FEBRUARY 2026 DIRECTOR'S STIPEND	ACCOUNTS PAYABLE			1123000 CASH...	350.00		0.00
Total CRAIG SIMONS - STIPEND									350.00	350.00	0.00
DAMESTIQUES CLEANING											
Bill	02/05/2026	FEBRUARY	DAMESTIQUES CLEANING	INVOICES: 32380 & 32437	ACCOUNTS PAYABLE	PLANT		-SPLIT-		320.00	-320.00
Bill Pmnt -Check	02/10/2026	2489	DAMESTIQUES CLEANING	INVOICES: 32380 & 32437	ACCOUNTS PAYABLE			1123000 CASH...	320.00		0.00
Total DAMESTIQUES CLEANING									320.00	320.00	0.00
DON HUGGARD - STIPEND											
Bill	02/05/2026	FEBRUARY	DON HUGGARD - STIPEND	FEBRUARY 2026 DIRECTOR'S STIPEND	ACCOUNTS PAYABLE	PLANT		5215312 DIRE...		350.00	-350.00
Bill Pmnt -Check	02/10/2026	2490	DON HUGGARD - STIPEND	FEBRUARY 2026 DIRECTOR'S STIPEND	ACCOUNTS PAYABLE			1123000 CASH...	350.00		0.00
Total DON HUGGARD - STIPEND									350.00	350.00	0.00
DOUG CLEMENTS - STIPEND											
Bill	02/05/2026	FEBRUARY	DOUG CLEMENTS - STIPEND	FEBRUARY 2026 DIRECTOR'S STIPEND	ACCOUNTS PAYABLE	PLANT		5215312 DIRE...		350.00	-350.00
Bill Pmnt -Check	02/10/2026	2491	DOUG CLEMENTS - STIPEND	FEBRUARY 2026 DIRECTOR'S STIPEND	ACCOUNTS PAYABLE			1123000 CASH...	350.00		0.00
Total DOUG CLEMENTS - STIPEND									350.00	350.00	0.00
ENBRIDGE GAS											
Bill	02/05/2026	AUTOPAY - CHE...	ENBRIDGE GAS	ACCOUNT SUMMARY AS OF 01/16/2026	ACCOUNTS PAYABLE	PLANT		5213271 OTHE...		1,959.74	-1,959.74
Bill Pmnt -Check	02/10/2026	2492	ENBRIDGE GAS	ACCOUNT SUMMARY AS OF 01/16/2026	ACCOUNTS PAYABLE			1123000 CASH...	1,959.74		0.00
Total ENBRIDGE GAS									1,959.74	1,959.74	0.00
ETS											
Bill	02/04/2026	FEBRUARY	ETS	INVOICES: EM-74498 & EM-74450	ACCOUNTS PAYABLE	PLANT		-SPLIT-		479.93	-479.93
Bill Pmnt -Check	02/10/2026	2493	ETS	5215310	ACCOUNTS PAYABLE			1123000 CASH...	479.93		0.00
Total ETS									479.93	479.93	0.00
FUEL NETWORK											
Bill	02/10/2026	FEBRUARY	FUEL NETWORK	ACCT: WEX0033 / INVOICE: F2607E00786	ACCOUNTS PAYABLE	PLANT		5213274 TRUC...		79.72	-79.72
Bill Pmnt -Check	02/10/2026	2494	FUEL NETWORK	ACCT: WEX0033 / INVOICE: F2607E00786	ACCOUNTS PAYABLE			1123000 CASH...	79.72		0.00
Total FUEL NETWORK									79.72	79.72	0.00

Heber Valley Special Service District
Custom Transaction Detail Report

Accrual Basis

January 8 through February 10, 2026

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
HEBER CITY CORPORATION											
Bill	02/05/2026	FEBRUARY	HEBER CITY CORPORATION	FEBRUARY 2026 DIRECTOR'S STIPEND	ACCOUNTS PAYABLE	PLANT		-SPLIT-		1,050.00	-1,050.00
Bill Pmt -Check	02/10/2026	2495	HEBER CITY CORPORATION	FEBRUARY 2026 DIRECTOR'S STIPEND	ACCOUNTS PAYABLE			1123000 CASH...	1,050.00		0.00
Total HEBER CITY CORPORATION									1,050.00	1,050.00	0.00
HEBER LIGHT & POWER											
Bill	02/04/2026	FEBRUARY	HEBER LIGHT & POWER	ACCOUNTS 1511: 5001, 5002, 5003, 5005, 5006, 5007, 5008, 5009, 5010	ACCOUNTS PAYABLE			-SPLIT-		35,208.76	-35,208.76
Bill Pmt -Check	02/10/2026	2496	HEBER LIGHT & POWER	ACCOUNTS 1511: 5001, 5002, 5003, 5005, 5006, 5007, 5008, 5009, 5010	ACCOUNTS PAYABLE			1123000 CASH...	35,208.76		0.00
Total HEBER LIGHT & POWER									35,208.76	35,208.76	0.00
HUMPHRIES INCORPORATED											
Bill	02/10/2026	FEBRUARY	HUMPHRIES INCORPORATED	ORDER #: 0001120135-00 - WELDER FOR SERVICE TRUCK	ACCOUNTS PAYABLE	PLANT		5215311 PLAN...		8,898.28	-8,898.28
Bill Pmt -Check	02/10/2026	2497	HUMPHRIES INCORPORATED	ORDER #: 0001120135-00 - WELDER FOR SERVICE TRUCK	ACCOUNTS PAYABLE			1123000 CASH...	8,898.28		0.00
Total HUMPHRIES INCORPORATED									8,898.28	8,898.28	0.00
James Goodley											
Bill	02/05/2026	FEBRUARY	James Goodley	EXPENSE REIMBURSEMENT	ACCOUNTS PAYABLE	PLANT		-SPLIT-		245.81	-245.81
Bill Pmt -Check	02/10/2026	2498	James Goodley	EXPENSE REIMBURSEMENT	ACCOUNTS PAYABLE			1123000 CASH...	245.81		0.00
Total James Goodley									245.81	245.81	0.00
LOUGHLIN											
Bill	02/10/2026	FEBRUARY	LOUGHLIN	INVOICE: 283667R - GROUND WATER DISCHARGE PERMIT	ACCOUNTS PAYABLE	PLANT		5215310 PRO...		4,706.60	-4,706.60
Bill Pmt -Check	02/10/2026	2499	LOUGHLIN	INVOICE: 283667R - GROUND WATER DISCHARGE PERMIT	ACCOUNTS PAYABLE			1123000 CASH...	4,706.60		0.00
Total LOUGHLIN									4,706.60	4,706.60	0.00
MABEY WRIGHT & JAMES PLLC											
Bill	02/05/2026	FEBRUARY	MABEY WRIGHT & JAMES PLLC	INVOICE: 1894	ACCOUNTS PAYABLE	PLANT		5215310 PRO...		120.00	-120.00
Bill Pmt -Check	02/10/2026	2500	MABEY WRIGHT & JAMES PLLC	INVOICE: 1894	ACCOUNTS PAYABLE			1123000 CASH...	120.00		0.00
Total MABEY WRIGHT & JAMES PLLC									120.00	120.00	0.00
MODERN MOUNTAIN BUILDERS*											
Bill	02/10/2026	FEBRUARY	MODERN MOUNTAIN BUILDERS*	REFUND OF IMPACT FEE COLLECTED FOR 1289 STRINGTOWN ROAD	ACCOUNTS PAYABLE	PLANT		3740010 IMPA...		4,170.00	-4,170.00
Bill Pmt -Check	02/10/2026	2501	MODERN MOUNTAIN BUILDERS*	REFUND OF IMPACT FEE COLLECTED FOR 1289 STRINGTOWN ROAD	ACCOUNTS PAYABLE			1123000 CASH...	4,170.00		0.00
Total MODERN MOUNTAIN BUILDERS*									4,170.00	4,170.00	0.00
MOUNTAINLAND SUPPLY CO											
Bill	02/05/2026	FEBRUARY	MOUNTAINLAND SUPPLY CO	INVOICES: S107548548.001, S107572167.001	ACCOUNTS PAYABLE			-SPLIT-		308.82	-308.82
Bill Pmt -Check	02/10/2026	2502	MOUNTAINLAND SUPPLY CO	INVOICES: S107548548.001, S107572167.001	ACCOUNTS PAYABLE			1123000 CASH...	308.82		0.00
Total MOUNTAINLAND SUPPLY CO									308.82	308.82	0.00
PEHP LONG-TERM DISABILITY											
Bill	02/10/2026	FEBRUARY	PEHP LONG-TERM DISABILITY	LTD PREMIUM FOR PAY PERIODS 12/20/2025 - 01/30/2026	ACCOUNTS PAYABLE			5213130 BENE...		285.99	-285.99
Bill Pmt -Check	02/10/2026	2503	PEHP LONG-TERM DISABILITY	LTD PREMIUM FOR PAY PERIODS 12/20/2025 - 01/30/2026	ACCOUNTS PAYABLE			1123000 CASH...	285.99		0.00
Total PEHP LONG-TERM DISABILITY									285.99	285.99	0.00
RAY QUINNEY & NEBEKER P.C.											
Bill	02/05/2026	FEBRUARY	RAY QUINNEY & NEBEKER P.C.	INVOICE: 830444	ACCOUNTS PAYABLE	PLANT		5215310 PRO...		4,279.00	-4,279.00
Bill Pmt -Check	02/10/2026	2504	RAY QUINNEY & NEBEKER P.C.	INVOICE: 830444	ACCOUNTS PAYABLE			1123000 CASH...	4,279.00		0.00
Total RAY QUINNEY & NEBEKER P.C.									4,279.00	4,279.00	0.00
Revco Leasing											
Bill	01/08/2026	JANUARY	Revco Leasing	INVOICE #: 319740 / LEASE #: 07HEBSP-1	ACCOUNTS PAYABLE	PLANT		5213710 OFC ...		53.28	-53.28
Bill	02/10/2026	FEBRUARY	Revco Leasing	LEASE # 07HEBSP-1 / INVOICE # 322775	ACCOUNTS PAYABLE	PLANT		5213710 OFC ...		53.28	-106.56
Bill Pmt -Check	02/10/2026	2505	Revco Leasing	LEASE # 07HEBSP-1 / INVOICE # 322775	ACCOUNTS PAYABLE			1123000 CASH...	53.28		-53.28
Total Revco Leasing									53.28	106.56	-53.28
RIGHTWORKS											
Bill	02/10/2026	FEBRUARY	RIGHTWORKS	RIGHTWORKS CLOUD HOSTING	ACCOUNTS PAYABLE	PLANT		5215310 PRO...		255.00	-255.00
Bill Pmt -Check	02/10/2026	2506	RIGHTWORKS		ACCOUNTS PAYABLE			1123000 CASH...	751.21		496.21
Total RIGHTWORKS									751.21	255.00	496.21
RURAL WATER ASSOC. OF UTAH											
Bill Pmt -Check	02/10/2026	2507	RURAL WATER ASSOC. OF UTAH	VOID: INVOICE 22914	ACCOUNTS PAYABLE		X	1123000 CASH...	0.00		0.00
Total RURAL WATER ASSOC. OF UTAH									0.00	0.00	0.00
Ryan Hennesey Wastewater Microbiology LLC											
Bill	02/04/2026	FEBRUARY	Ryan Hennesey Wastewater Microbiolog...	INVOICE: 1635	ACCOUNTS PAYABLE	PLANT		5213240 OFFI...		365.00	-365.00
Bill Pmt -Check	02/10/2026	2508	Ryan Hennesey Wastewater Microbiolog...	INVOICE: 1635	ACCOUNTS PAYABLE			1123000 CASH...	365.00		0.00
Total Ryan Hennesey Wastewater Microbiology LLC									365.00	365.00	0.00

Heber Valley Special Service District
Custom Transaction Detail Report

Accrual Basis

January 8 through February 10, 2026

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
SKM ENGINEERING											
Bill	02/05/2026	FEBRUARY	SKM ENGINEERING	INVOICE: 32246	ACCOUNTS PAYABLE	PLANT		5213245 REPA...		4,110.00	-4,110.00
Bill Pmt -Check	02/10/2026	2509	SKM ENGINEERING	INVOICE: 32246	ACCOUNTS PAYABLE			1123000 CASH...	4,110.00		0.00
Total SKM ENGINEERING									4,110.00	4,110.00	0.00
USA BLUEBOOK											
Bill	01/08/2026	JANUARY	USA BLUEBOOK	INVOICES: INV00927036, INV00927042	ACCOUNTS PAYABLE	PLANT		-SPLIT-		325.79	-325.79
Bill	02/05/2026	FEBRUARY	USA BLUEBOOK	INVOICE: INV00934937	ACCOUNTS PAYABLE	PLANT		5213240 OFFI...		526.67	-852.46
Bill Pmt -Check	02/10/2026	2510	USA BLUEBOOK	INVOICE: INV00934937	ACCOUNTS PAYABLE			1123000 CASH...	0.00		-852.46
Bill Pmt -Check	02/10/2026	2517	USA BLUEBOOK	INVOICE: INV00934937	ACCOUNTS PAYABLE			1123000 CASH...	526.67		-325.79
Total USA BLUEBOOK									526.67	852.46	-325.79
VANCON INC											
Bill	02/10/2026	FEBRUARY	VANCON INC	HEADWORKS UPGRADE PROJECT PAYMENT #9	ACCOUNTS PAYABLE	PLANT		1711910 PLAN...		33,266.15	-33,266.15
Bill Pmt -Check	02/10/2026	2511	VANCON INC	HEADWORKS UPGRADE PROJECT PAYMENT #9	ACCOUNTS PAYABLE			1123000 CASH...	33,266.15		0.00
Total VANCON INC									33,266.15	33,266.15	0.00
VWR INTERNATIONAL LLC											
Bill Pmt -Check	02/10/2026	2512	VWR INTERNATIONAL LLC	INVOICE: 8820551593	ACCOUNTS PAYABLE			1123000 CASH...	1,544.90		1,544.90
Total VWR INTERNATIONAL LLC									1,544.90	0.00	1,544.90
WASATCH COUNTY											
Bill	02/05/2026	FEBRUARY	WASATCH COUNTY	INVOICE: 550 MONTHLY INSURANCE PREMIUMS	ACCOUNTS PAYABLE			-SPLIT-		8,312.30	-8,312.30
Bill Pmt -Check	02/10/2026	2513	WASATCH COUNTY	INVOICE: 550 MONTHLY INSURANCE PREMIUMS	ACCOUNTS PAYABLE			1123000 CASH...	8,312.30		0.00
Total WASATCH COUNTY									8,312.30	8,312.30	0.00
WASATCH COUNTY - STIPEND											
Bill	02/05/2026	FEBRUARY	WASATCH COUNTY - STIPEND	FEBRUARY 2026 DIRECTOR'S STIPEND - COLLEEN BONNER	ACCOUNTS PAYABLE	PLANT		5215312 DIRE...		350.00	-350.00
Bill Pmt -Check	02/10/2026	2514	WASATCH COUNTY - STIPEND	FEBRUARY 2026 DIRECTOR'S STIPEND - COLLEEN BONNER	ACCOUNTS PAYABLE			1123000 CASH...	350.00		0.00
Total WASATCH COUNTY - STIPEND									350.00	350.00	0.00
WASATCH COUNTY SOLID WASTE											
Bill	02/04/2026	FEBRUARY	WASATCH COUNTY SOLID WASTE	ACCOUNT: .80001 / SERVICE FROM 02/01/2026 TO 02/28/2026	ACCOUNTS PAYABLE	PLANT		5213271 OTH...		207.75	-207.75
Bill Pmt -Check	02/10/2026	2515	WASATCH COUNTY SOLID WASTE	ACCOUNT: .80001 / SERVICE FROM 02/01/2026 TO 02/28/2026	ACCOUNTS PAYABLE			1123000 CASH...	207.75		0.00
Total WASATCH COUNTY SOLID WASTE									207.75	207.75	0.00
WASATCH ROCK PRODUCTS											
Bill	02/10/2026	FEBRUARY	WASATCH ROCK PRODUCTS	INVOICE: 07777	ACCOUNTS PAYABLE	FARM		5214240 BLDG...		1,611.30	-1,611.30
Bill Pmt -Check	02/10/2026	2516	WASATCH ROCK PRODUCTS	INVOICE: 07777	ACCOUNTS PAYABLE			1123000 CASH...	1,611.30		0.00
Total WASATCH ROCK PRODUCTS									1,611.30	1,611.30	0.00
TOTAL									2,965,596.91	2,949,365.39	16,231.52

MINUTES OF THE HEBER VALLEY SPECIAL SERVICE DISTRICT JANUARY 08, 2026 – 4:00PM

PRESENT:

Heidi Franco	Chair
Colleen Bonner	Board Member
Craig Simons	Board Member
Don Huggard	Board Member
Doug Clements	Board Member
Mike Johnston	Board Member
Yvonne Barney	Board Member

ALSO PRESENT:

James Goodley	General Manager
Bryan Provost	HVSSD (electronic participation)
Eliza McGaha	Secretary
Rusty Harris	HVSSD
Trent Davis	HVSSD

CONDUCTING: Board Chair, Heidi Franco

AGENDA ITEMS:

- 1. Public Comment:** This is the public's opportunity to comment on items not on the agenda.
- 2. Entity Updates:** From HVSSD Member Entities
- 3. Committee Updates:** From HVSSD Committees
- 4. Consent Agenda:**
 - a. Balance Sheet December 2025
 - b. Bank Reconciliation December 2025
 - c. P&L December 2025
 - d. PTIF General Fund December 2025
 - e. PTIF Impact Fee Fund December 2025
 - f. PTIF Bond December 2025
 - g. December 2025 Warrant list approval
 - h. December 2025 YTD Budget
 - i. December 2025 Board Meeting Minutes
 - j. December 2025 Public Hearing Minutes
 - k. Headworks Project – Pay Request #8
- 5. Adoption of Board Meeting Schedule for 2026** – Motion to Approve (Heidi Franco – 15 mins)
- 6. Board Member Appointments** – Nominations and Motion to Approve (Heidi Franco -30 mins)
- 7. Dredging Project Change Order** – Discuss a potential contract change to include dredging of lagoon Cell 1A (Jim Goodley – 30 min)
- 8. Manager's Report** (Jim Goodley- 30 mins)
- 9. Closed Session** (Optional) – a strategy session to discuss pending or reasonably imminent litigation pursuant to U.C.A. 52-4-205 and/or discuss personnel items.
- 10. Adjourn Regular Meeting**

Heidi Franco called the meeting to order at 4:00 p.m. Ms. Franco introduced the new members of the board, newly elected mayors of Charleston Town, Doug Clements, and Midway City, Craig Simons. She asked them to tell everyone a little about themselves and asked the rest of the board members and staff to share with the new board members a little information about themselves as well.

1. Public Comment:

Chair Franco asked Josh Donegan, who was participating online, if he had any public comment. Mr. Donegan replied that he did not have any public comments.

2. Entity Updates:

Don Huggard commented that MSD's ERUs for total build out are 5594. He said he believed that the State calculates 400 gallons per day for each ERU and thought that would be a suitable number to use for planning. There were no updates for Heber City or the County.

3. Committee Updates:

Ms. Franco said there is an opening on the Personnel Committee with the exit of Brenda Christensen and will be addressed further into the agenda.

4. Consent Agenda:

- a. Balance Sheet December 2025
- b. Bank Reconciliation December 2025
- c. P&L December 2025
- d. PTIF General Fund December 2025
- e. PTIF Impact Fee Fund December 2025

UNAPPROVED

- f. December 2025 Warrant list approval
- g. December 2025 YTD Budget
- h. December 2025 Board Meeting Minutes
- i. December 2025 Special Board Meeting Minutes
- j. Headworks Project – Pay Request #7

MOTION: A motion to accept the consent agenda as presented was made by Colleen Bonner and seconded by Don Huggard. The motion carried with the following vote:

YES: Don Huggard, Mike Johnston, Yvonne Barney, Colleen Bonner, Heidi Franco, Craig Simons

NO: None

ABSTAIN: Doug Clements*

ABSENT: None

*Chair Franco told Mr. Clements that he would vote next month (as he had not been sworn in as Mayor yet).

5. Adoption of Board Meeting Schedule for 2026 – Motion to Approve (Heidi Franco – 15 mins):

A copy of the proposed board meeting schedule was presented for review.

MOTION: A motion to adopt the board meeting schedule for 2026 as presented was made by Colleen Bonner, seconded by Mike Johnston. The motion carried with the following vote:

YES: Don Huggard, Mike Johnston, Yvonne Barney, Colleen Bonner, Heidi Franco, Craig Simons

NO: None

ABSTAIN: Doug Clements*

ABSENT: None

6. Board Member Appointments – Nominations and Motion to Approve (Heidi Franco -30 mins):

Ms. Franco stated that there is a vacancy on the Personnel Committee that needs to be filled and asked for volunteers or nominations to fill that vacancy. Don Huggard nominated Craig Simons to be on the Personnel Committee.

MOTION: A motion to nominate Craig Simons to serve on the Personnel Committee was made by Don Huggard, seconded by Colleen Bonner. The motion carried with the following vote:

YES: Don Huggard, Mike Johnston, Yvonne Barney, Colleen Bonner, Heidi Franco, Craig Simons

NO: None

ABSTAIN: Doug Clements*

ABSENT: None

7. Dredging Project Change Order – Discuss a potential contract change to include dredging of lagoon Cell 1A (Jim Goodley – 30 min):

Mr. Goodley explained that the dredging contract was based on dredging 3000 dry tons of material. The projections indicate that we will have about 2000 dry tons. The idea is to ask the dredging company to dredge cell 1A while they are here, which would save a lot of money overall. The cost to get things set up in the new cell is \$20,158.00 and increases the unit cost to \$1578.00 from \$1339.83. Mr. Goodley said he believed the reason for that increase is that their production rate will not be as efficient as it is currently because cell 1A is not as deep and thick as cell 1; it has more water and less solids. They will need to use more chemicals and their costs will increase.

Mr. Goodley introduced Jeff Alin with APG, the superintendent of the project. Mr. Alin agreed with Mr. Goodley's explanation and added that it will take a lot more time to get the same amount of material and will likely double the amount of time to fill a truck. The initial cost for mobilization on the project was over \$200,000.00. Colleen Bonner stated that she thinks it is money well spent to do the change order.

Mr. Goodley explained we bonded for \$5.1 million. The original budget contract with APG was for \$4.4 million and with the change order addition of cell 1A the total project cost will come to just under \$700,000.00 of the original contract amount. There are some additional costs the district has incurred that we want to cover as well.

MOTION: A motion to accept the APG dredging project change order for cell 1A as presented and that we stay within the budget as outlined was made by Yvonne Barney, seconded by Mike Johnston. The motion carried with the following vote:

YES: Don Huggard, Mike Johnston, Yvonne Barney, Colleen Bonner, Heidi Franco, Craig Simons

NO: None

ABSTAIN: Doug Clements*

ABSENT: None

8. Manager's Report:

Mr. Goodley presented his manager's report.

9. Closed Session (Optional) – a strategy session to discuss pending or reasonably imminent litigation pursuant to U.C.A. 52-4-205 and/or discuss personnel items:

MOTION: A motion to move into closed session was made by Colleen Bonner, seconded by Don Huggard. The motion carried with the following vote:

YES: Don Huggard, Mike Johnston, Yvonne Barney, Colleen Bonner, Heidi Franco, Craig Simons

NO: None

ABSTAIN: Doug Clements*

ABSENT: None

The board moved into a closed session at 5:17 p.m.

The board moved out of the closed session at 6:18 p.m.

10. Adjourn Regular Meeting:

The motion to adjourn was made in the Public Hearing as follows:

MOTION: A motion to move out of the closed session and into the open session and adjourn was made by Mike Johnston, seconded by Don Huggard. The motion carried with the following vote:

YES: Don Huggard, Mike Johnston, Yvonne Barney, Colleen Bonner, Heidi Franco, Craig Simons

NO: None

ABSTAIN: Doug Clements*

ABSENT: None

The meeting was adjourned at 6:18 p.m.

APPROVED on this _____ day of _____, 2026.

Heidi Franco, Chair

Eliza McGaha, Secretary



Contractor's Application for Payment No. 09


Application Period: 1/01/2026 - 1/31/2026		Application Date: 31-Jan-26
To (Owner): Heber Valley Special Service District	From (Contractor): Vancon Inc	Via (Engineer): Aqua Engineering.
Project: HVSSD Headworks Upgrade Project		
Owner's Contract No.: 002584.C	Invoice No.: 2503.09	Engineer's Project No.: 002574.C

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO-1	\$6,347.45	
CO-2		-\$27,383.00
CO-3	\$3,407.70	
TOTALS	\$9,755.15	-\$27,383.00
NET CHANGE BY CHANGE ORDERS	-\$17,627.85	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,620,919.00
2. Net change by Change Orders.....	\$	-\$17,627.85
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,603,291.15
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$1,480,166.31
5. RETAINAGE:		
a. 5% X \$74,008.32 Work Completed.....	\$	\$74,008.32
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$1,406,157.99
7. LESS PREVIOUS PAYMENTS (Line 6 from prior App.).....	\$	\$1,372,891.84
8. AMOUNT DUE THIS APPLICATION.....	\$	\$33,266.15
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$193,725.46

Contractor's Certification	
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
By:	Date:

Payment of:	\$	<u>33,266.15</u>	(Line 8 or other - attach explanation of the other amount)
is recommended by:		<u>2/6/2026</u>	
	(Engineer)	(Date)	
Payment of:	\$	<u>33,266.15</u>	(Line 8 or other - attach explanation of the other amount)
is approved by:			
	(Owner)	(Date)	

Progress Estimate

Contractor's Application for Payment No. 05

Contractor's Application

For (contract): HVSSD Headworks Upgrade Project										Application Number: 2503.09 9			
Application Period: 1/01/2026 - 1/31/2026										Application Date: 31-Jan-26			
A					B		Previous Work		Work This Period				
Item		Bid Quantity	Unit Price	2503.04	Estimated Quantity Installed	Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% Complete	Balance to Finish (B - F)	
Bid Item No.	Description												
Headworks Building Upgrades													
A-01	Mobilization	1	\$ 20,000.00	\$ 20,000.00	100%	\$ 20,000.00	0%	\$ -	\$ -	\$ 20,000.00	100%	\$ -	
A-02	Submittals	1	\$ 5,000.00	\$ 5,000.00	90%	\$ 5,000.00	0%	\$ -	\$ -	\$ 5,000.00	100%	\$ -	
A-03	Demo Existing Screens	1	\$ 75,000.00	\$ 75,000.00	100%	\$ 75,000.00	0%	\$ -	\$ -	\$ 75,000.00	100%	\$ -	
A-04	Metals	1	\$ 14,000.00	\$ 14,000.00	10%	\$ 1,400.00	40%	\$ 5,600.00	\$ -	\$ 7,000.00	50%	\$ 7,000.00	
A-05	Installation Of New Screens	1	\$ 155,000.00	\$ 155,000.00	100%	\$ 155,000.00	0%	\$ -	\$ -	\$ 155,000.00	100%	\$ -	
A-06	Piping	1	\$ 6,000.00	\$ 6,000.00	100%	\$ 6,000.00	0%	\$ -	\$ -	\$ 6,000.00	100%	\$ -	
A-07	Slide Gate Replacement	1	\$ 15,000.00	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00	\$ -	\$ 15,000.00	100%	\$ -	
A-08	Coiling Door Replacement	1	\$ 15,000.00	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00	\$ -	\$ 15,000.00	100%	\$ -	
A-09	Electrical	1	\$ 70,000.40	\$ 70,000.40	65%	\$ 45,500.26	0%	\$ -	\$ -	\$ 45,500.26	65%	\$ 24,500.14	
Odor Control Site Work													
A-10	Submittals	1	\$ 5,000.00	\$ 5,000.00	90%	\$ 4,500.00	0%	\$ -	\$ -	\$ 4,500.00	90%	\$ 500.00	
A-11	Demolition/Stockpile	1	\$ 10,000.00	\$ 10,000.00	100%	\$ 10,000.00	0%	\$ -	\$ -	\$ 10,000.00	100%	\$ -	
A-12	Site Work Excavation/Backfill	1	\$ 20,000.00	\$ 20,000.00	100%	\$ 20,000.00	0%	\$ -	\$ -	\$ 20,000.00	100%	\$ -	
A-13	Concrete Slab	1	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	\$ -	\$ 15,000.00	100%	\$ -	
A-14	Concrete Retaining Wall	1	\$ 53,500.00	\$ 53,500.00	100%	\$ 53,500.00	0%	\$ -	\$ -	\$ 53,500.00	100%	\$ -	
A-15	Concrete Curb and Gutter	1	\$ 5,000.00	\$ 5,000.00	100%	\$ 5,000.00	0%	\$ -	\$ -	\$ 5,000.00	100%	\$ -	
A-16	Misc Metals Handrail	1	\$ 12,000.00	\$ 12,000.00	0%	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ 12,000.00	
A-17	Relocate Yard Hydrant	1	\$ 6,000.00	\$ 6,000.00	100%	\$ 6,000.00	0%	\$ -	\$ -	\$ 6,000.00	100%	\$ -	
A-18	Asphalt	1	\$ 8,500.00	\$ 8,500.00	100%	\$ 8,500.00	0%	\$ -	\$ -	\$ 8,500.00	100%	\$ -	
Odor Control System													
A-19	Submittals	1	\$ 15,000.00	\$ 15,000.00	90%	\$ 13,500.00	0%	\$ -	\$ -	\$ 13,500.00	90%	\$ 1,500.00	
A-20	Odor Control Equipment & Ductwork	1	\$ 239,000.00	\$ 239,000.00	99%	\$ 236,383.00	0%	\$ -	\$ -	\$ 236,383.00	99%	\$ 2,617.00	
A-21	Metals Materials	1	\$ 36,000.00	\$ 36,000.00	20%	\$ 7,200.00	30%	\$ 10,800.00	\$ -	\$ 18,000.00	50%	\$ 18,000.00	
A-22	Installation of New Odor Control Equipment	1	\$ 80,000.00	\$ 80,000.00	50%	\$ 40,000.00	20%	\$ 16,000.00	\$ -	\$ 56,000.00	70%	\$ 24,000.00	
A-23	Odor Control Electrical	1	\$ 37,000.00	\$ 37,000.00	20%	\$ 7,400.00	0%	\$ -	\$ -	\$ 7,400.00	20%	\$ 29,600.00	
Primary Clarifier Cover System Installed													
A-24	Submittals	1	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	\$ -	\$ 15,000.00	100%	\$ -	
A-25	Clarifier Cover Equipment	1	\$ 269,000.00	\$ 269,000.00	100%	\$ 269,000.00	0%	\$ -	\$ -	\$ 269,000.00	100%	\$ -	
A-26	Clarifier Cover Installation	1	\$ 65,000.00	\$ 65,000.00	100%	\$ 65,000.00	0%	\$ -	\$ -	\$ 65,000.00	100%	\$ -	
Huber Screening Equipment Costs (Material Only)													
A-27	Procurement/coordination	1	\$ 5,000.00	\$ 5,000.00	100%	\$ 5,000.00	0%	\$ -	\$ -	\$ 5,000.00	100%	\$ -	
A-28	Huber Controls	1	\$ 162,485.00	\$ 162,485.00	100%	\$ 162,485.00	0%	\$ -	\$ -	\$ 162,485.00	100%	\$ -	
A-29	Heber Screen Equipment	1	\$ 187,433.60	\$ 187,433.60	100%	\$ 187,433.60	0%	\$ -	\$ -	\$ 187,433.60	100%	\$ -	
Change Orders													
CO1-01	3" Waterline Extension @ Retaining Wall Location	1	\$ 4,138.57	\$ 4,138.57	100%	\$ 4,138.57	0%	\$ -	\$ -	\$ 4,138.57	100%	\$ -	
CO1-02	Retaining Wall Modification @ Electrical Duct Bank	1	\$ 2,208.88	\$ 2,208.88	100%	\$ 2,208.88	0%	\$ -	\$ -	\$ 2,208.88	100%	\$ -	
CO2-01	Overhead Door Removed From Contract	1	\$ (15,000.00)	\$ (15,000.00)			100%	\$ (15,000.00)		\$ (15,000.00)	100%		
CO2-02	Overhead Door Cancelation Charge	1	\$ 2,617.00	\$ 2,617.00			100%	\$ 2,617.00		\$ 2,617.00	100%		
CO2-03	Slide Gate Remoooved From Contract	1	\$ (15,000.00)	\$ (15,000.00)			100%	\$ (15,000.00)		\$ (15,000.00)	100%		
CO3-01	Additional Retaining Wall Railing	1	\$ 3,407.70	\$ 3,407.70							0%		
Totals				\$1,603,291.15		\$1,445,149.31		\$35,017.00	\$0.00	\$1,480,166.31	92.3%	\$119,717.14	



American Process Group LLC

1201 Pacific Avenue 6th Floor Tacoma, WA 98402

Remit Payments to:
American Process Group LLC
28712 114 Avenue, 3rd Floor
Acheson, AB, Canada
T7X 6E6

INVOICE

Date	Number
December 31, 2025	20353

Bill To:

Heber Valley Special Services District
Attention: Accounts Payable
1000 East Main Street
PO Box 427
Midway, UT 84049

Ship To:

Heber Valley Special Services District
1000 East Main Street
Midway, UT 84049

Item	Description	Qty	Rate	Unit	Total
	Project # 25-2 Lagoon Dredging Project Application for Payment #2 December 1 - 31, 2025				
001	Mobilization	-	\$ 200,974.50	LS	\$ -
002	Demobilization	-	\$ 40,194.90	LS	\$ -
003	Operations & Admin Costs	0.50	\$ 204,859.55	LS	\$ 102,429.78
004	Lagoon #1 Cleaning	770.19	\$ 1,339.83	DT	\$ 1,031,923.67

Please Remit ACH Payments to:

American Process Group LLC
JPMorgan Chase Bank, N.A.
Routing Number: 124001545
Account Number: 581988766

Subtotal	\$	1,134,353.44
Retainage	5.00%	\$ (56,717.67)
Sales Tax	0.00%	\$ -
Invoice Total	\$	1,077,635.77

All Amounts are in US Dollars. Due Net 20 days after Engineer Approval.

If you have any questions pertaining to this invoice please contact our Accounts Receivable Department:
Toll Free (866) 960-1480 * Fax (780) 968-1482

Residuals Management

Digester Cleaning * Watercourse Remediation * Dewatering * Dredging * Disposal * Lagoon Cleaning * Pumping

Contractor's Application for Payment

Owner: <u>Heber Valley Special Service District</u>	Owner's Project No.: <u>25-2</u>
Engineer: _____	Engineer's Project No.: _____
Contractor: <u>American Process Group LLC</u>	Contractor's Project No.: _____
Project: <u>Lagoon Dredging Project</u>	
Contract: <u>Dredging, Dewatering and Disposal of Wastewater Lagoon Residuals</u>	
Application No.: <u>2</u>	Application Date: <u>2025-12-31</u>
Application Period: From <u>2025-12-01</u>	to <u>2025-12-31</u>

1. Original Contract Price	\$ 4,465,518.95
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 4,465,518.95
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,780,238.53
5. Retainage	
a. <u>5%</u> X <u>\$ 1,780,238.53</u> Work Completed =	\$ 89,011.93
b. _____ X <u>\$ -</u> Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 89,011.93
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,691,226.60
7. Less previous payments (Line 6 from prior application)	\$ 613,590.83
8. Amount due this application	\$ 1,077,635.77
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,774,292.35


Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>American Process Group LLC</u>	
Signature: 	Date: <u>2025-12-31</u>

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Contractor's Application for Payment

Owner:	Heber Valley Special Service District					Owner's Project No.:	25-2	
Engineer:						Engineer's Project No.:		
Contractor:	American Process Group LLC					Contractor's Project No.:		
Project:	Lagoon Dredging Project							
Contract:	Dredging, Dewatering and Disposal of Wastewater Lagoon Residuals							

Application No.:	2	Application Period:	From	12-01-25	to	12-31-25	Application Date:	12-31-25
------------------	---	---------------------	------	----------	----	----------	-------------------	----------

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	Mobilization	200,974.50	200,974.50			200,974.50	100%	-
2	Demobilization	40,194.90				-	0%	40,194.90
3	Monthly Pay App - Operations & Admin Costs	204,859.55	30,728.93	102,429.78		133,158.71	65%	71,700.84
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Original Contract Totals		\$ 446,028.95	\$ 231,703.43	\$ 102,429.78	\$ -	\$ 334,133.21	75%	\$ 111,895.74

Contractor's Application for Payment

Lump Sum (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved. 3 of 5

Contractor's Application for Payment

Owner's Project No.: 25-2
 Engineer's Project No.:
 Contractor's Project No.:

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / F)	Balance to Finish (F - J)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Estimated Quantity Incorporated in the Work (\$)	Value of Work Completed to Date (E X G)				

Contractor's Application for Payment

Owner's Project No.: 25-2

Engineer's Project No.: _____

Contractor's Project No.: _____

[illegible]

CONTRACTOR'S AFFIDAVIT OF PAYMENT

The undersigned, being first sworn, states as follows:

1. The Affiant, Doug Van der Veen, the authorized agent of American Process Group LLC [A] and is authorized to submit this Affidavit.
2. Under a contract with Heber Valley Special Service District [B](the "Owner"), the Affiant provided labor, laborers, materials, services, machinery, tools, equipment, or fixtures ("Services") for the Lagoon Dredging Project Contract #25-2 of the Owner's real property at 1000 East Main Street, Midway UT 84049 (the "Real Property"). [C]
3. The Affiant hereby acknowledges the receipt of \$ 613,590.83, in payment for the Services provided to or for use on the Real Property prior to December 23, 2025. This amount represents [a progress payment] [~~final payment due~~] [D] under the contract.


Province of Alberta, Canada

~~--State of Colorado--~~


[Full name] Doug Van der Veen

City ~~County~~ of Spruce Grove [E]

Signed and sworn to [or affirmed] before me on January 12, 2026,
by Doug Van der Veen as Vice President, Operations (type of authority, such as
entity officer) of American Process Group LLC. (name of party/entity on behalf of whom record
was executed)


Signature of notarial officer

Notary Public
Title of office

MATTHEW STEWART
Barrister & Solicitor
A Commissioner for Oaths and Notary Public
in and for the Province of Alberta
My Commission Expires at His Majesty's Pleasure

My commission expires: N/A

NOTES ON USE

- A. Insert the full name of the contractor or title of the person signing the form on behalf of the entity, including any trade name. This should be the same as in the contract.
- B. Insert the full name of the owner or owners or title of the person who executes on behalf of the entity of the owner, including any trade name. This should be the same as in the contract.
- C. Insert the address of the property. If the contract contains the legal description of the property, insert that.
- D. If this is a progress payment, use that clause and delete the full payment term. If your state, for example, Florida, requires a final payment affidavit, contact an attorney in that jurisdiction for the appropriate language and form applicable to state law.
- E. This notary clause relates to Colorado law for an entity. Revise as necessary for your state. If contractor does not use an entity, then delete the language after the "by" section and insert a period.

American Process Group

PAYMENT REQUEST SCHEDULE OF VALUES

PROJECT: Lagoon Dredging Project
 CONTRACT No. 25-2
 OWNER: Heber Valley Special Service District
 CONTRACTOR: American Process Group LLC
 ENGINEER:

PERIOD FROM: 01-Dec-25 TO: 31-Dec-25

PAY REQUEST: 2

Bid Item #	Activity ID	Task Name	UNIT	Original Quantity	Unit Price	Original Contract Amount	Qty or % of Work Completed This Estimate	Value of Work Completed This Estimate	% of Work Completed This Estimate	Total Value of Previous Work	% of Work Completed Previous Estimates	Total Value of Work Completed	% of Work Completed
1	1	Mobilization	LS	1	\$ 200,974.50	\$ 200,974.50	-	\$ -	0%	\$ 200,974.50	100%	\$ 200,974.50	100%
1	2	Demobilization	LS	1	\$ 40,194.90	\$ 40,194.90	-	\$ -	0%	\$ -	0%	\$ -	0%
1	3	Monthly Pay App - Operations & Admin Costs	LS	1	\$ 204,859.55	\$ 204,859.55	0.50	\$ 102,429.78	50%	\$ 30,728.93	15%	\$ 133,158.71	65%
2	4	Dredging, Dewatering, and Disposal from Lagoon Cell 1	DT	3,000	\$ 1,339.83	\$ 4,019,490.00	770.19	\$ 1,031,923.67	26%	\$ 414,181.65	10%	\$ 1,446,105.32	36%
		Contract Total				\$ 4,465,518.95		\$ 1,134,353.44	25.4%	\$ 645,885.08	14.46%	\$ 1,780,238.52	39.9%
	Change Order												
							-	\$ -		\$ -		\$ -	
		Total All Items				\$ 4,465,518.95		\$ 1,134,353.44	25.4%	\$ 645,885.08	14.5%	\$ 1,780,238.52	39.9%

American Process Group LLC

December 2025 - Billing Report

COMPANY: Heber Valley WWTP Lagoon Cleaning

Date	Truck Loads hauled	Average Cake % Solids (of ea. load)	Total Dry Tons/day	Total Polymer Consumed lbs	Polymer Deduct	Billable Dry Tons	Client Down Time hours	Comments
1-Dec-25	8	21.93%	58.95	1000.00	0.50	58.45	0.00	Processing
2-Dec-25	8	21.75%	55.03	1100.00	0.55	54.48	0.00	Processing
3-Dec-25	9	21.13%	62.19	1230.00	0.62	61.57	0.00	Processing
4-Dec-25	8	21.63%	56.14	1045.00	0.52	55.61	0.00	Processing
5-Dec-25	6	22.04%	38.50	880.00	0.44	38.06	0.00	Processing
6-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
7-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
8-Dec-25	7	20.87%	46.97	770.00	0.39	46.58	0.00	Processing
9-Dec-25	8	20.77%	53.99	1320.00	0.66	53.33	0.00	Processing
10-Dec-25	9	20.16%	57.80	1210.00	0.61	57.20	0.00	Processing
11-Dec-25	9	20.99%	60.82	1210.00	0.61	60.22	0.00	Processing
12-Dec-25	6	20.69%	41.21	880.00	0.44	40.77	0.00	Processing
13-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
14-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
15-Dec-25	9	21.49%	62.09	1405.00	0.70	61.39	0.00	Processing
16-Dec-25	10	20.48%	64.63	1100.00	0.55	64.08	0.00	Processing
17-Dec-25	8	20.66%	53.80	1000.00	0.50	53.30	0.00	Processing
18-Dec-25	10	20.11%	65.72	1150.00	0.58	65.15	0.00	Processing
19-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Site maintenance / Freeze prevention
20-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Site maintenance / Freeze prevention
21-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Crew Travel
Total	115	294.7%	777.84	15300.00	7.65	770.19	0.00	
# samples	14	14	14	14	14	14	0	
Average	8.21	0.21	55.56	1092.86	0.55	55.01	0.00	

American Process Group LLC

Truck Log Summary

Contract: Heber Valley WWTP Lagoon Cleaning

Project # 25-052

	Date	# Truck Loads	APG (each load sample)			APG (composite sample)		Variance		Notes	
			Net Weight	Cake Solids	Production	Cake Solids	Production				
			Tons	Average %	Dry Tons	%	Dry Tons	Dry Tons	Cake %		
9	December 1, 2025	8	269.91	21.93	58.95	20.02	54.04	4.91	1.91	Refer to the production report for billable tonnage with polymer deduct	
10	December 2, 2025	8	252.65	21.75	55.03	20.19	51.01	4.02	1.56		
11	December 3, 2025	9	294.90	21.13	62.19	21.12	62.28	(0.09)	0.01		
12	December 4, 2025	8	262.75	21.63	56.14	21.62	56.81	(0.67)	0.01		
13	December 5, 2025	6	175.59	22.04	38.50	21.95	38.54	(0.04)	0.09		
14	December 8, 2025	7	225.54	20.87	46.97	20.98	47.32	(0.35)	(0.11)		
15	December 9, 2025	8	260.06	20.77	53.99	20.01	52.04	1.95	0.76		
16	December 10, 2025	9	286.02	20.16	57.80	23.59	67.47	(3.43)	(9.67)		
17	December 11, 2025	9	290.62	20.99	60.82	21.49	62.45	(0.50)	(1.63)		
18	December 12, 2025	6	198.91	20.69	41.21	22.71	45.17	(2.02)	(3.96)		
19	December 15, 2025	9	290.51	21.49	62.09	19.42	56.42	2.07	5.67		
20	December 16, 2025	10	313.81	20.48	64.63	21.90	68.72	(1.42)	(4.09)		
21	December 17, 2025	8	260.04	20.66	53.80	20.91	54.37	(0.25)	(0.57)		
22	December 18, 2025	10	327.67	20.11	65.72	21.02	68.88	(0.91)	(3.16)		
Total		115.00	3,708.98	294.70	777.84	296.93	785.52	3.27	(13.19)		
# Samples		14.00	14.00	14.00	14.00	14.00	14.00	4.00	7.00		
Average		8.21	264.93	21.05	55.56	21.21	56.11	0.82	(1.88)		
TONNAGE TO DATE:			APG Dry Ton:		777.84	785.52					Client Dry Ton: 777.84

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 18-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3950662	9:31	46340	105960	29.81	19.48	5.81
2)	3950755	10:55	51828	119440	33.81	20.32	6.87
3)	3950849	12:03	51345	119060	33.86	18.46	6.25
4)	3950882	12:36	48200	105300	28.55	21.42	6.12
5)	3951003	13:50	46340	110820	32.24	22.15	7.14
6)	3951082	14:52	51828	122620	35.40	19.20	6.80
7)	3951145	15:34	51345	127900	38.28	18.46	7.07
8)	3951438	10:27	48200	111840	31.82	20.94	6.66
9)	3951367	9:36	46340	107540	30.60	19.15	5.86
10)	3951270	8:13	51828	118460	33.32	21.48	7.16
					0.00		0.00
SUB TOTAL:					327.67	201.06	65.72
# TRUCKS:					10.00	10.00	10.00
AVERAGE:					32.77	20.11	6.57

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 17-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3949998	10:10	46340	102820	28.24	20.42	5.77
2)	3950036	10:34	51828	121620	34.90	21.36	7.45
3)	3950111	11:24	51345	119240	33.95	23.39	7.94
4)	3950232	12:41	48200	112520	32.16	22.65	7.28
5)	3950355	14:01	46340	105080	29.37	21.03	6.18
6)	3950439	14:57	51828	124580	36.38	20.85	7.58
7)	3950543	7:01	51345	118420	33.54	19.32	6.48
8)	3950583	8:16	48200	111220	31.51	16.22	5.11
9)					0.00		0.00
10)					0.00		0.00
					0.00		0.00
SUB TOTAL:					260.04	165.24	53.80
# TRUCKS:					8.00	8.00	8.00
AVERAGE:					32.50	20.66	6.72

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 16-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3949129	9:12	46340	97580	25.62	18.48	4.73
2)	3949230	10:20	48200	98720	25.26	21.48	5.43
3)	3949314	11:19	51828	122320	35.25	22.32	7.87
4)	3949432	12:34	46340	104100	28.88	20.09	5.80
5)	3949532	13:42	51345	120460	34.56	24.38	8.43
6)	3949576	14:11	48200	106680	29.24	19.45	5.69
7)	3949637	15:17	51828	125200	36.69	23.48	8.61
8)	3949727	15:56	46340	108020	30.84	17.49	5.39
9)	3949798	7:02	51345	122500	35.58	18.32	6.52
10)	3949845	8:03	48200	112000	31.90	19.32	6.16
					0.00		0.00
SUB TOTAL:					313.81	204.81	64.63
# TRUCKS:					10.00	10.00	10.00
AVERAGE:					31.38	20.48	6.46

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 15-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3948300	9:46	51345	109140	28.90	26.59	7.68
2)	3948414	10:48	46340	104280	28.97	23.87	6.92
3)	3948494	11:36	48200	103560	27.68	18.47	5.11
4)	3948592	12:35	51828	124660	36.42	20.18	7.35
5)	3948769	14:11	51345	124260	36.46	17.45	6.36
6)	3948839	14:55	46340	101600	27.63	21.42	5.92
7)	3948947	16:05	48200	108200	30.00	22.48	6.74
8)	3948997	7:00	51828	126420	37.30	19.54	7.29
9)	3949060	8:19	51345	125680	37.17	23.45	8.72
10)					0.00		0.00
					0.00		0.00
SUB TOTAL:					290.51	193.45	62.09
# TRUCKS:					9.00	9.00	9.00
AVERAGE:					32.28	21.49	6.90

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 12-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3946748	11:20	30600	104180	36.79	20.10	7.39
2)	3946891	12:49	51828	117180	32.68	22.15	7.24
3)	3946989	13:53	48200	106520	29.16	18.45	5.38
4)	3947141	15:49	51345	124200	36.43	20.08	7.31
5)	3948130	7:18	46340	102280	27.97	21.19	5.93
6)	3948118	7:02	51828	123600	35.89	22.18	7.96
7)					0.00		0.00
8)					0.00		0.00
9)					0.00		0.00
10)					0.00		0.00
					0.00		0.00
SUB TOTAL:					198.91	124.15	41.21
# TRUCKS:					6.00	6.00	6.00
AVERAGE:					33.15	20.69	6.87

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 11-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3945841	9:37	51345	123240	35.95	23.49	8.44
2)	3945946	10:49	46340	105180	29.42	22.15	6.52
3)	3946017	11:43	48200	104140	27.97	23.31	6.52
4)	3946111	12:45	51828	116400	32.29	19.55	6.31
5)	3946224	13:55	51345	124600	36.63	19.24	7.05
6)	3946295	14:48	46340	106920	30.29	22.09	6.69
7)	3946440	7:01	51828	111680	29.93	17.45	5.22
8)	3946337	15:47	48200	111160	31.48	23.10	7.27
9)	3946459	7:28	51345	124700	36.68	18.52	6.79
10)					0.00		0.00
					0.00		0.00
SUB TOTAL:					290.62	188.90	60.82
# TRUCKS:					9.00	9.00	9.00
AVERAGE:					32.29	20.99	6.76

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 10-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3945104	9:34	51828	123300	35.74	22.69	8.11
2)	3945139	10:03	46340	104700	29.18	21.02	6.13
3)	3945211	11:02	51345	122940	35.80	18.88	6.76
4)	3945310	12:15	48200	105700	28.75	21.01	6.04
5)	3945457	13:54	51828	121120	34.65	23.04	7.98
6)	3945519	14:33	46340	102900	28.28	19.42	5.49
7)	3945609	15:53	51345	116600	32.63	17.48	5.70
8)	3945678	7:04	48200	111140	31.47	20.46	6.44
9)	3945696	7:38	51828	110900	29.54	17.42	5.15
10)					0.00		0.00
					0.00		0.00
SUB TOTAL:					286.02	181.42	57.80
# TRUCKS:					9.00	9.00	9.00
AVERAGE:					31.78	20.16	6.42

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 09-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3944327	9:14	51828	117380	32.78	21.42	7.02
2)	3944440	10:48	46340	116220	34.94	18.64	6.51
3)	3944532	11:55	51345	124020	36.34	21.40	7.78
4)	3944632	12:56	48200	108260	30.03	22.47	6.75
5)	3944675	13:38	51828	120640	34.41	19.96	6.87
6)	3944824	15:08	46340	100260	26.96	20.49	5.52
7)	3944956	7:02	51345	118060	33.36	23.45	7.82
8)	3945003	8:08	48200	110700	31.25	18.30	5.72
9)					0.00		0.00
10)					0.00		0.00
					0.00		0.00
SUB TOTAL:					260.06	166.13	53.99
# TRUCKS:					8.00	8.00	8.00
AVERAGE:					32.51	20.77	6.75

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 08-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3943564	10:06	51828	121900	35.04	20.32	7.12
2)	3943677	11:32	51345	119220	33.94	19.46	6.60
3)	3943796	12:48	48200	104420	28.11	22.47	6.32
4)	3944198	7:00	46340	106380	30.02	19.54	5.87
5)	3944148	16:14	51828	120820	34.50	20.19	6.96
6)	3944218	7:30	51345	114660	31.66	23.54	7.45
7)	3944273	8:26	48200	112760	32.28	20.58	6.64
					0.00		0.00
SUB TOTAL:					225.54	146.10	46.97
# TRUCKS:					7.00	7.00	7.00
AVERAGE:					32.22	20.87	6.71

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 05-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3942376	9:54	51345	124200	36.43	22.15	8.07
2)	3942422	10:57	46340	100440	27.05	20.09	5.43
3)	3942514	12:43	51828	119240	33.71	19.98	6.73
4)	3942587	14:01	48200	94660	23.23	24.52	5.70
5)	3942663	15:34	51345	108860	28.76	23.15	6.66
6)	3943357	7:01	46340	99180	26.42	22.36	5.91
					0.00		0.00
SUB TOTAL:					175.59	132.25	38.50
# TRUCKS:					6.00	6.00	6.00
AVERAGE:					29.27	22.04	6.42

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 04-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3941743	10:14	51345	114320	31.49	20.42	6.43
2)	3941847	11:35	46340	100280	26.97	23.48	6.33
3)	3941994	13:27	51828	123180	35.68	20.15	7.19
4)	3942100	14:48	48200	110780	31.29	21.42	6.70
5)	3942177	16:02	51345	124200	36.43	16.45	5.99
6)	3942243	7:02	30600	111600	40.50	20.42	8.27
7)	3942250	7:08	51828	119080	33.63	24.19	8.13
8)	3942314	8:57	48200	101740	26.77	26.48	7.09
					0.00		0.00

SUB TOTAL:

262.75 173.01 56.14

TRUCKS:

8.00 8.00 8.00

AVERAGE:

32.84 21.63 7.02

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 03-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3941054	9:37	51828	122840	35.51	20.15	7.15
2)	3941145	10:55	51345	114140	31.40	20.38	6.40
3)	3941228	12:10	46340	103440	28.55	20.42	5.83
4)	3941292	12:58	48200	105880	28.84	25.15	7.25
5)	3941388	14:13	51828	125420	36.80	21.36	7.86
6)	3941452	15:02	51345	125820	37.24	20.42	7.60
7)	3941510	15:56	46340	109060	31.36	19.48	6.11
8)	3941607	8:01	48200	110820	31.31	20.48	6.41
9)	3941573	7:21	51828	119640	33.91	22.32	7.57
					0.00		0.00
SUB TOTAL:					294.90	190.16	62.19
# TRUCKS:					9.00	9.00	9.00
AVERAGE:					32.77	21.13	6.91

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 02-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3940397	9:44	51828	118740	33.46	24.32	8.14
2)	3940462	10:37	51345	122080	35.37	22.18	7.84
3)	3940530	11:25	46340	109980	31.82	26.42	8.41
4)	3940639	13:08	48200	106920	29.36	23.52	6.91
5)	3940789	14:44	51828	116860	32.52	18.42	5.99
6)	3940910	16:27	51345	117260	32.96	19.43	6.40
7)	3940943	7:08	46340	102160	27.91	20.21	5.64
8)	3940989	8:16	48200	106720	29.26	19.49	5.70
					0.00		0.00

SUB TOTAL:

252.65 173.99 55.03

TRUCKS:

8.00 8.00 8.00

AVERAGE:

31.58 21.75 6.88

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 01-Dec

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3939614	10:24	51828	123360	35.77	24.82	8.88
2)	3939714	11:26	51345	123840	36.25	19.98	7.24
3)	3939796	12:14	46340	112880	33.27	20.48	6.81
4)	3940080	14:54	48200	117340	34.57	22.64	7.83
5)	3940125	15:20	51828	128780	38.48	20.18	7.76
6)	3940223	16:22	51345	124340	36.50	21.48	7.84
7)	3940263	7:02	46340	109620	31.64	22.42	7.09
8)	3940314	8:18	48200	95080	23.44	23.42	5.49
					0.00		0.00

SUB TOTAL:

269.91 175.42 58.95

TRUCKS:

8.00 8.00 8.00

AVERAGE:

33.74 21.93 7.37



American Process Group LLC

1201 Pacific Avenue 6th Floor Tacoma, WA 98402

Remit Payments to:

American Process Group LLC
28712 114 Avenue, 3rd Floor
Acheson, AB, Canada
T7X 6E6

INVOICE

Date

Number

February 9, 2026

20356

Bill To:

Heber Valley Special Services District
Attention: Accounts Payable
1000 East Main Street
PO Box 427
Midway, UT 84049

Ship To:

Heber Valley Special Services District
1000 East Main Street
Midway, UT 84049

Item	Description	Qty	Rate	Unit	Total
	Project # 25-2 Lagoon Dredging Project Application for Payment #3 January 1-31, 2026				
001	Mobilization	-	\$ 200,974.50	LS	\$ -
002	Demobilization	-	\$ 40,194.90	LS	\$ -
003	Operations & Admin Costs	0.15	\$ 204,859.55	LS	\$ 30,728.93
004	Lagoon #1 Cleaning	1,327.76	\$ 1,339.83	DT	\$ 1,778,972.68

Please Remit ACH Payments to:

American Process Group LLC
JPMorgan Chase Bank, N.A.
Routing Number: 124001545
Account Number: 581988766

Subtotal	\$	1,809,701.61
Retainage	5.00%	\$ (90,485.08)
Sales Tax	0.00%	\$ -
Invoice Total	\$	1,719,216.53

All Amounts are in US Dollars. Due Net 20 days after Engineer Approval.

If you have any questions pertaining to this invoice please contact our Accounts Receivable Department:
Toll Free (866) 960-1480 * Fax (780) 968-1482

Residuals Management

Digester Cleaning * Watercourse Remediation * Dewatering * Dredging * Disposal * Lagoon Cleaning * Pumping

Contractor's Application for Payment

Owner: <u>Heber Valley Special Service District</u>	Owner's Project No.: <u>25-2</u>
Engineer: _____	Engineer's Project No.: _____
Contractor: <u>American Process Group LLC</u>	Contractor's Project No.: _____
Project: <u>Lagoon Dredging Project</u>	
Contract: <u>Dredging, Dewatering and Disposal of Wastewater Lagoon Residuals</u>	
Application No.: <u>3</u>	Application Date: <u>2026-02-09</u>
Application Period: From <u>2026-01-01</u>	to <u>2026-01-31</u>

1. Original Contract Price	\$ 4,465,518.95
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 4,465,518.95
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,589,940.14
5. Retainage	
a. <u>5%</u> X <u>\$ 3,589,940.14</u> Work Completed =	\$ 179,497.01
b. _____ X <u>\$ -</u> Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 179,497.01
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,410,443.13
7. Less previous payments (Line 6 from prior application)	\$ 1,691,226.60
8. Amount due this application	\$ 1,719,216.53
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,055,075.82


Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>American Process Group LLC</u>	
Signature: 	Date: <u>2026-02-09</u>

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Contractor's Application for Payment

Lump Sum (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved. 2 of 5

Contractor's Application for Payment

Lump Sum (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved. 3 of 5

Contractor's Application for Payment

Owner:	Heber Valley Special Service District
Engineer:	
Contractor:	American Process Group LLC
Project:	Lagoon Dredging Project
Contract:	Dredging, Dewatering and Disposal of Wastewater Lagoon Residuals

Owner's Project No.: 25-2

Engineer's Project No.: _____

Contractor's Project No.: _____

[illegible]

Contractor's Application for Payment

Owner's Project No.: 25-2

Engineer's Project No.: _____

Contractor's Project No.: _____

Unit Price (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved. 5 of 5

American Process Group

PAYMENT REQUEST
SCHEDULE OF VALUES

PROJECT: Lagoon Dredging Project
CONTRACT No. 25-2
OWNER: Heber Valley Special Service District
CONTRACTOR: American Process Group LLC
ENGINEER:

PERIOD FROM: 01-Jan-26 TO: 31-Jan-26
PAY REQUEST: 3

Bid Item #	Activity ID	Task Name	UNIT	Original Quantity	Unit Price	Original Contract Amount	Qty or % of Work Completed This Estimate	Value of Work Completed This Estimate	% of Work Completed This Estimate	Total Value of Previous Work	% of Work Completed Previous Estimates	Total Value of Work Completed	% of Work Completed
1	1	Mobilization	LS	1	\$ 200,974.50	\$ 200,974.50	-	\$ -	0%	\$ 200,974.50	100%	\$ 200,974.50	100%
1	2	Demobilization	LS	1	\$ 40,194.90	\$ 40,194.90	-	\$ -	0%	\$ -	0%	\$ -	0%
1	3	Monthly Pay App - Operations & Admin Costs	LS	1	\$ 204,859.55	\$ 204,859.55	0.15	\$ 30,728.93	15%	\$ 133,158.71	65%	\$ 163,887.64	80%
2	4	Dredging, Dewatering, and Disposal from Lagoon Cell 1	DT	3,000	\$ 1,339.83	\$ 4,019,490.00	1,327.76	\$ 1,778,972.68	44%	\$ 1,446,105.32	36%	\$ 3,225,078.00	80%
		Contract Total				\$ 4,465,518.95		\$ 1,809,701.61	40.5%	\$ 1,780,238.52	39.87%	\$ 3,589,940.14	80.4%
	Change Order												
							-	\$ -		\$ -		\$ -	
		Total All Items				\$ 4,465,518.95		\$ 1,809,701.61	40.5%	\$ 1,780,238.52	39.9%	\$ 3,589,940.14	80.4%

American Process Group LLC

Production Report

COMPANY: Heber Valley WWTP Lagoon Cleaning

Date	Truck Loads hauled	Average Cake % Solids (of ea. load)	Total Dry Tons/day	Total Polymer Consumed lbs	Polymer Deduct	Billable Dry Tons	Client Down Time hours	Comments
1-Dec-25	8	21.93%	58.95	1000.00	0.50	58.45	0.00	Processing
2-Dec-25	8	21.75%	55.03	1100.00	0.55	54.48	0.00	Processing
3-Dec-25	9	21.13%	62.19	1230.00	0.62	61.57	0.00	Processing
4-Dec-25	8	21.63%	54.53	1045.00	0.52	54.01	0.00	Processing
5-Dec-25	6	22.04%	38.50	880.00	0.44	38.06	0.00	Processing
6-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
7-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
8-Dec-25	7	20.87%	46.97	770.00	0.39	46.58	0.00	Processing
9-Dec-25	8	20.77%	53.99	1320.00	0.66	53.33	0.00	Processing
10-Dec-25	9	20.16%	57.80	1210.00	0.61	57.20	0.00	Processing
11-Dec-25	9	20.99%	60.82	1210.00	0.61	60.22	0.00	Processing
12-Dec-25	6	20.69%	39.63	880.00	0.44	39.19	0.00	Processing
13-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
14-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
15-Dec-25	9	21.49%	62.09	1405.00	0.70	61.39	0.00	Processing
16-Dec-25	10	20.48%	64.63	1100.00	0.55	64.08	0.00	Processing
17-Dec-25	8	20.66%	53.80	1000.00	0.50	53.30	0.00	Processing
18-Dec-25	10	20.11%	65.72	1150.00	0.58	65.15	0.00	Processing
19-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Site maintenance / Freeze prevention
20-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Site maintenance / Freeze prevention
21-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Crew Travel
22-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Off holiday break
23-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Off holiday break
24-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Off holiday break
25-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Off holiday break
26-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Off holiday break
27-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Off holiday break
28-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Off holiday break
29-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Off holiday break
30-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Off holiday break
31-Dec-25	0	0.00%	0.00	0.00	0.00	0.00	0.00	Off holiday break
1-Jan-26	0	0.00%	0.00	0.00	0.00	0.00	0.00	Off holiday break
2-Jan-26	0	0.00%	0.00	0.00	0.00	0.00	0.00	Travel/Freeze prevention
3-Jan-26	0	0.00%	0.00	0.00	0.00	0.00	0.00	Site maintenance / Freeze prevention
4-Jan-26	0	0.00%	0.00	0.00	0.00	0.00	0.00	Travel/Freeze prevention/Site prep
5-Jan-26	8	22.35%	67.07	1100.00	0.55	66.52	0.00	Processing
6-Jan-26	9	21.54%	70.35	1300.00	0.65	69.70	0.00	Processing
7-Jan-26	9	21.03%	66.81	1100.00	0.55	66.26	0.00	Processing
8-Jan-26	8	21.02%	60.99	1000.00	0.50	60.49	0.00	Processing
9-Jan-26	9	21.43%	70.52	1200.00	0.60	69.92	0.00	Processing
10-Jan-26	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
11-Jan-26	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
12-Jan-26	8	20.34%	55.69	1000.00	0.50	55.19	0.00	Processing
13-Jan-26	10	19.70%	63.48	1000.00	0.50	62.98	0.00	Processing
14-Jan-26	8	20.06%	55.68	1240.00	0.62	55.06	0.00	Processing
15-Jan-26	8	19.86%	52.49	880.00	0.44	52.05	0.00	Processing
16-Jan-26	7	20.68%	47.78	990.00	0.50	47.28	0.00	Processing
17-Jan-26	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
18-Jan-26	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
19-Jan-26	9	20.77%	65.49	1100.00	0.55	64.94	0.00	Processing
20-Jan-26	10	21.87%	76.80	1100.00	0.55	76.25	0.00	Processing
21-Jan-26	10	21.65%	73.66	880.00	0.44	73.22	0.00	Processing
22-Jan-26	8	21.68%	60.38	660.00	0.33	60.05	0.00	Processing
23-Jan-26	10	27.75%	89.24	880.00	0.44	88.80	0.00	Processing
24-Jan-26	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
25-Jan-26	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
26-Jan-26	8	28.23%	76.75	660.00	0.33	76.42	0.00	Processing
27-Jan-26	9	24.13%	75.66	880.00	0.44	75.22	0.00	Processing
28-Jan-26	9	21.43%	70.67	1320.00	0.66	70.01	0.00	Processing
29-Jan-26	9	22.20%	74.80	1320.00	0.66	74.14	0.00	Processing
30-Jan-26	8	23.52%	67.09	1320.00	0.66	66.43	0.00	Processing
31-Jan-26	0	0.00%	0.00	0.00	0.00	0.00	0.00	Freeze Prevention
Total	289.00	7.36	2,116.04	36,230.00	18.12	2,097.94	0.00	
# samples	34	34	34	34	34	34	0	
Average	8.50	0.22	62.24	1065.59	0.53	61.70	0.00	

December Billed DT 770.19
December Adjusted DT 767.01
December Billing Adjustment - 3.18
January DT 1330.94
January Invoice DT 1,327.75

American Process Group LLC

Truck Log Summary

Contract: Heber Valley WWTP Lagoon Cleaning

Project # 25-052

	Date	# Truck Loads	APG (each load sample)			Notes
			Net Weight Tons	Cake Solids Average %	Production Dry Tons	
						Refer to the production report for billable tonnage with polymer deduct
23	January 5, 2026	8	300.75	22.35	67.07	
24	January 6, 2026	9	327.72	21.54	70.35	
25	January 7, 2026	9	317.40	21.03	66.81	
26	January 8, 2026	8	290.92	21.02	60.99	
27	January 9, 2026	9	331.15	21.43	70.52	
28	January 12, 2026	8	273.47	20.34	55.69	
29	January 13, 2026	10	323.92	19.70	63.48	
30	January 14, 2026	8	278.45	20.06	55.68	
31	January 15, 2026	8	263.80	19.86	52.49	
32	January 16, 2026	7	230.22	20.68	47.78	
33	January 19, 2026	9	315.34	20.77	65.49	
34	January 20, 2026	10	351.02	21.87	76.80	
35	January 21, 2026	10	341.14	21.65	73.66	
36	January 22, 2026	8	278.77	21.68	60.38	
37	January 23, 2026	10	321.39	27.75	89.24	
38	January 26, 2026	8	271.10	28.23	76.75	
39	January 27, 2026	9	312.80	24.13	75.66	
40	January 28, 2026	9	329.70	21.43	70.67	
41	January 29, 2026	9	337.20	22.20	74.80	
42	January 30, 2026	8	285.31	23.52	67.09	
Total		174.00	6,081.57	441.24	1,341.40	
# Samples		20.00	20.00	20.00	20.00	
Average		8.70	304.08	22.06	67.07	
TONNAGE TO DATE:			APG Dry Ton:		1341.40	Client Dry Ton: 1341.40

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 30-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3973264	9:32	48200	115480	33.64	22.01	7.40
2)	3973404	11:37	51828	135320	41.75	23.50	9.81
3)	3973494	12:42	51345	128760	38.71	23.22	8.99
4)	3973567	13:42	46340	115360	34.51	23.67	8.17
5)	3973649	14:45	48200	117420	34.61	24.01	8.31
6)	3973743	16:08	51828	123080	35.63	23.80	8.48
7)	3974546	7:05	51345	120340	34.50	23.83	8.22
8)	3974590	8:10	46340	110280	31.97	24.11	7.71
					0.00		0.00
SUB TOTAL:					285.31	188.15	67.09
# TRUCKS:					8.00	8.00	8.00
AVERAGE:					35.66	23.52	8.39

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 29-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3972666	9:20	46340	111200	32.43	22.03	7.14
2)	3972713	10:19	48200	120580	36.19	21.33	7.72
3)	3972818	11:51	51828	132600	40.39	21.31	8.61
4)	3972882	13:00	51345	133200	40.93	21.79	8.92
5)	3972951	13:47	46340	115480	34.57	22.84	7.90
6)	3972998	14:24	48200	128800	40.30	22.13	8.92
7)	3973150	7:03	51828	135060	41.62	23.07	9.60
8)	3973162	7:29	51345	128340	38.50	22.07	8.50
9)	3973176	7:48	46340	110900	32.28	23.23	7.50
					0.00		0.00
SUB TOTAL:					337.20	199.80	74.80
# TRUCKS:					9.00	9.00	9.00
AVERAGE:					37.47	22.20	8.31

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 28-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3972095	9:26	51345	131360	40.01	20.64	8.26
2)	3972132	9:58	46340	111460	32.56	20.97	6.83
3)	3972212	11:10	48200	115160	33.48	21.57	7.22
4)	3972290	12:23	51828	131480	39.83	22.06	8.79
5)	3972355	13:28	51345	133120	40.89	20.99	8.58
6)	3972439	14:34	46340	114860	34.26	22.06	7.56
7)	3972504	15:38	48200	114760	33.28	21.07	7.01
8)	3972592	7:14	52200	129800	38.80	22.41	8.70
9)	3972599	7:34	51345	124540	36.60	21.13	7.73
					0.00		0.00
SUB TOTAL:					329.70	192.90	70.67
# TRUCKS:					9.00	9.00	9.00
AVERAGE:					36.63	21.43	7.85

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 27-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3971488	9:32	51828	118680	33.43	22.01	7.36
2)	3971562	10:37	51345	126940	37.80	22.67	8.57
3)	3971615	11:17	48200	110800	31.30	22.34	6.99
4)	3971668	12:01	46340	105420	29.54	23.64	6.98
5)	3971806	14:04	51828	122640	35.41	26.01	9.21
6)	3971873	14:54	51345	126740	37.70	26.07	9.83
7)	3971923	15:42	48200	118680	35.24	24.11	8.50
8)	3971965	16:19	46340	114220	33.94	25.03	8.50
9)	3971994	7:11	51828	128740	38.46	25.31	9.73
					0.00		0.00
SUB TOTAL:					312.80	217.19	75.66
# TRUCKS:					9.00	9.00	9.00
AVERAGE:					34.76	24.13	8.41

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 26-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3970919	10:22	51828	127300	37.74	30.01	11.32
2)	3971026	11:54	48200	119340	35.57	30.51	10.85
3)	3971082	12:39	51345	127420	38.04	30.11	11.45
4)	3971135	13:14	46340	101040	27.35	31.01	8.48
5)	3971222	14:18	51828	123360	35.77	31.03	11.10
6)	3971314	15:34	48200	111800	31.80	32.03	10.19
7)	3971631	16:27	51345	122300	35.48	21.01	7.45
8)	3971414	7:56	46340	105060	29.36	20.10	5.90
					0.00		0.00
SUB TOTAL:					271.10	225.81	76.75
# TRUCKS:					8.00	8.00	8.00
AVERAGE:					33.89	28.23	9.59

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 23-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3969669	10:12	51345	123500	36.08	27.87	10.05
2)	3969721	11:02	46340	98680	26.17	28.06	7.34
3)	3969771	11:40	51828	124060	36.12	28.09	10.14
4)	3969808	12:06	48200	104700	28.25	27.03	7.64
5)	3969916	13:48	51345	122500	35.58	27.89	9.92
6)	3969975	14:38	46340	96060	24.86	27.13	6.74
7)	3970026	15:28	51828	124800	36.49	27.22	9.93
8)	3970057	16:05	48200	108460	30.13	28.03	8.45
9)	3970788	7:28	51345	122020	35.34	28.33	10.01
10)	3970814	8:30	46340	111120	32.39	27.81	9.01
					0.00		0.00
SUB TOTAL:					321.39	277.46	89.24
# TRUCKS:					10.00	10.00	10.00
AVERAGE:					32.14	27.75	8.92

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 22-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3969022	9:13	51828	118380	33.28	18.78	6.25
2)	3969064	9:52	48200	113000	32.40	22.01	7.13
3)	3969167	11:26	51345	129500	39.08	21.09	8.24
4)	3969298	13:14	51828	124400	36.29	22.32	8.10
5)	3969340	13:52	48200	113840	32.82	23.01	7.55
6)	3969426	15:07	51345	127780	38.22	21.13	8.08
7)	3969524	7:01	51828	121280	34.73	22.07	7.66
8)	3969552	8:10	48200	112140	31.97	23.04	7.37
					0.00		0.00
SUB TOTAL:					278.77	173.45	60.38
# TRUCKS:					8.00	8.00	8.00
AVERAGE:					34.85	21.68	7.55

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 21-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3968456	9:51	51345	125580	37.12	19.72	7.32
2)	3968521	10:45	46340	112500	33.08	22.07	7.30
3)	3968584	11:42	51828	119360	33.77	21.09	7.12
4)	3968603	12:02	48200	111960	31.88	23.11	7.37
5)	3968706	13:29	51345	124420	36.54	21.02	7.68
6)	3968771	14:19	46340	103880	28.77	22.36	6.43
7)	3968845	15:24	51828	130100	39.14	20.67	8.09
8)	3968892	16:02	48200	115480	33.64	22.07	7.42
9)	3968938	7:09	51345	124480	36.57	22.29	8.15
10)	3968941	7:19	46340	107640	30.65	22.09	6.77
					0.00		0.00
SUB TOTAL:					341.14	216.49	73.66
# TRUCKS:					10.00	10.00	10.00
AVERAGE:					34.11	21.65	7.37

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 20-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3967728	9:16	51828	126720	37.45	20.09	7.52
2)	3967792	9:58	51345	124780	36.72	21.07	7.74
3)	3967847	10:29	48200	107760	29.78	19.03	5.67
4)	3967948	11:41	46340	106700	30.18	22.02	6.65
5)	3968056	13:09	51828	127040	37.61	21.07	7.92
6)	3968115	13:57	48200	113120	32.46	22.87	7.42
7)	3968186	14:59	51345	134380	41.52	22.00	9.13
8)	3968251	15:40	46340	112140	32.90	23.58	7.76
9)	3968330	7:04	51828	129020	38.60	23.01	8.88
10)	3968361	8:10	48200	115840	33.82	23.98	8.11
					0.00		0.00
SUB TOTAL:					351.02	218.72	76.80
# TRUCKS:					10.00	10.00	10.00
AVERAGE:					35.10	21.87	7.68

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 19-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3967096	10:11	48200	112680	32.24	20.01	6.45
2)	3967153	11:03	51828	128440	38.31	21.42	8.21
3)	3967216	11:45	51345	126380	37.52	19.07	7.15
4)	3967262	12:16	46340	103240	28.45	21.02	5.98
5)	3967381	13:41	48200	116560	34.18	19.68	6.73
6)	3967502	15:07	51828	126260	37.22	21.67	8.06
7)	3967573	16:10	51345	131200	39.93	20.09	8.02
8)	3967659	8:20	46340	109340	31.50	20.89	6.58
9)	3967622	7:01	48200	120200	36.00	23.07	8.31
					0.00		0.00
SUB TOTAL:					315.34	186.92	65.49
# TRUCKS:					9.00	9.00	9.00
AVERAGE:					35.04	20.77	7.28

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 16-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3965735	9:56	51828	121440	34.81	19.22	6.69
2)	3965972	13:10	46340	104980	29.32	20.28	5.95
3)	3966056	14:11	51345	121460	35.06	21.01	7.37
4)	3966127	14:58	48200	116600	34.20	22.16	7.58
5)	3966201	15:57	51828	106700	27.44	19.01	5.22
6)	3966971	7:20	46340	113760	33.71	20.09	6.77
7)	3966965	7:09	51345	122720	35.69	23.02	8.22
					0.00		0.00
SUB TOTAL:					230.22	144.79	47.78
# TRUCKS:					7.00	7.00	7.00
AVERAGE:					32.89	20.68	6.83

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 15-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3965026	9:26	46260	113320	33.53	19.21	6.44
2)	3965239	12:14	51345	120040	34.35	20.78	7.14
3)	3965189	11:38	51828	126640	37.41	20.33	7.60
4)	3965233	12:09	48200	104840	28.32	17.92	5.07
5)	3965456	14:46	46340	107660	30.66	20.42	6.26
6)	3965552	15:59	51828	118720	33.45	21.01	7.03
7)	3965609	7:46	48200	108820	30.31	20.01	6.07
8)	3965594	7:04	51345	122900	35.78	19.22	6.88
					0.00		0.00
SUB TOTAL:					263.80	158.90	52.49
# TRUCKS:					8.00	8.00	8.00
AVERAGE:					32.97	19.86	6.56

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 14-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3964369	9:16	51828	120200	34.19	19.32	6.60
2)	3964438	10:15	48200	114080	32.94	21.22	6.99
3)	3964540	11:33	46340	109760	31.71	19.31	6.12
4)	3964682	13:28	51828	131300	39.74	17.39	6.91
5)	3964772	14:35	48200	114580	33.19	20.11	6.67
6)	3964847	15:41	46660	113240	33.29	23.01	7.66
7)	3964928	7:05	51828	126160	37.17	20.98	7.80
8)	3964944	7:48	48200	120660	36.23	19.11	6.92
					0.00		0.00
SUB TOTAL:					278.45	160.45	55.68
# TRUCKS:					8.00	8.00	8.00
AVERAGE:					34.81	20.06	6.96

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 13-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3963763	9:17	51345	113640	31.15	19.34	6.02
2)	3963796	9:54	46340	102820	28.24	20.34	5.74
3)	3963857	10:45	51828	122720	35.45	18.39	6.52
4)	3963913	11:44	48200	112660	32.23	21.01	6.77
5)	3964013	13:11	51345	129960	39.31	18.40	7.23
6)	3964059	13:53	46340	118960	36.31	17.33	6.29
7)	3964140	14:45	51828	115040	31.61	21.13	6.68
8)	3964179	15:18	48200	109940	30.87	19.38	5.98
9)	3964316	8:23	51345	112880	30.77	20.68	6.36
10)	3964278	7:09	46340	102340	28.00	20.98	5.87
					0.00		0.00
SUB TOTAL:					323.92	196.98	63.48
# TRUCKS:					10.00	10.00	10.00
AVERAGE:					32.39	19.70	6.35

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 12-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3963056	9:29	51828	118140	33.16	20.01	6.63
2)	3963166	10:47	51345	122780	35.72	19.58	6.99
3)	3963376	13:03	51828	126240	37.21	18.73	6.97
4)	3963518	14:33	46340	117360	35.51	21.24	7.54
5)	3963574	15:23	51345	126940	37.80	23.24	8.78
6)	3963522	14:34	48200	106720	29.26	21.24	6.21
7)	3963681	7:03	51828	115280	31.73	18.34	5.82
8)	3963708	8:11	48200	114400	33.10	20.33	6.73
					0.00		0.00
SUB TOTAL:					273.47	162.71	55.69
# TRUCKS:					8.00	8.00	8.00
AVERAGE:					34.18	20.34	6.96

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 09-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3961805	10:10	51828	124880	36.53	18.84	6.88
2)	3961855	10:55	46340	118420	36.04	19.36	6.98
3)	3961926	11:48	51345	131080	39.87	23.24	9.27
4)	3962012	12:53	48200	108320	30.06	24.48	7.36
5)	3962113	14:14	51828	139480	43.83	18.10	7.93
6)	3962142	14:35	46340	114820	34.24	21.49	7.36
7)	3962255	15:58	51345	129520	39.09	20.09	7.85
8)	3962992	8:30	48200	119300	35.55	24.52	8.72
9)	3962950	7:03	46340	118240	35.95	22.74	8.18
					0.00		0.00
SUB TOTAL:					331.15	192.86	70.52
# TRUCKS:					9.00	9.00	9.00
AVERAGE:					36.79	21.43	7.84

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 08-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3961348	11:07	51828	129300	38.74	20.68	8.01
2)	3961388	11:43	46340	113740	33.70	23.18	7.81
3)	3961431	12:26	51345	127960	38.31	18.82	7.21
4)	3961470	13:04	48200	114420	33.11	24.05	7.96
5)	3961593	15:10	51828	131000	39.59	19.84	7.85
6)	3961610	15:30	46340	110020	31.84	20.10	6.40
7)	3961675	7:09	51345	129440	39.05	22.47	8.77
8)	3961687	7:56	48200	121380	36.59	19.03	6.96
					0.00		0.00
SUB TOTAL:					290.92	168.17	60.99
# TRUCKS:					8.00	8.00	8.00
AVERAGE:					36.36	21.02	7.62

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 07-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3960537	9:45	51345	122080	35.37	20.45	7.23
2)	3960613	10:41	46340	109620	31.64	23.15	7.32
3)	3960724	11:58	51820	129600	38.89	22.36	8.70
4)	3960767	12:23	48200	117880	34.84	18.49	6.44
5)	3960887	13:38	51345	123740	36.20	20.48	7.41
6)	3960995	14:44	46340	110020	31.84	21.55	6.86
7)	3961086	15:42	51828	127160	37.67	20.21	7.61
8)	3961195	7:56	48200	111900	31.85	19.45	6.19
9)	3961178	7:04	51345	129560	39.11	23.09	9.03
					0.00		0.00
SUB TOTAL:					317.40	189.23	66.81
# TRUCKS:					9.00	9.00	9.00
AVERAGE:					35.27	21.03	7.42

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 06-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3959828	9:24	51828	134320	41.25	18.42	7.60
2)	3959881	10:08	46340	106200	29.93	20.48	6.13
3)	3959976	11:31	51345	136060	42.36	21.58	9.14
4)	3960010	12:03	48200	113820	32.81	23.47	7.70
5)	3960156	13:50	51828	139780	43.98	19.82	8.72
6)	3960216	14:28	46340	112060	32.86	20.84	6.85
7)	3960303	15:41	51345	124480	36.57	25.33	9.26
8)	3960416	7:51	48200	113060	32.43	21.47	6.96
9)	3960386	7:05	51828	122920	35.55	22.49	7.99
					0.00		0.00
SUB TOTAL:					327.72	193.90	70.35
# TRUCKS:					9.00	9.00	9.00
AVERAGE:					36.41	21.54	7.82

American Process Group LLC

Daily Truck Log

Contract: Heber Valley WWTP

Project #: 25-052

DATE: 05-Jan

	Scale Ticket #	Time	Tare Weight lbs	Gross Weight lbs	Net Weight Tons	Cake Dryness %	Production Dry Tons
1)	3959272	10:08	51828	130040	39.11	22.38	8.75
2)	3959300	10:40	46340	115840	34.75	27.42	9.53
3)	3959487	13:14	51345	134100	41.38	20.14	8.33
4)	3959561	14:06	48200	120560	36.18	23.15	8.38
5)	3959624	15:02	51828	132160	40.17	24.59	9.88
6)	3959637	15:13	46340	115200	34.43	21.10	7.26
7)	3959743	7:06	51345	127380	38.02	19.54	7.43
8)	3959759	7:51	48200	121640	36.72	20.46	7.51
					0.00		0.00
SUB TOTAL:					300.75	178.78	67.07
# TRUCKS:					8.00	8.00	8.00
AVERAGE:					37.59	22.35	8.38

Midway, Utah

February 12, 2026

The Board of Trustees of Heber Valley Special Service District met in regular session at 4:00 PM on Thursday February 12, 2026, with the following members present:

Heidi Franco
Craig Simons
Don Huggard
Doug Clements
Yvonne Barney
Mike Johnston
Colleen Bonner

During such meeting, the attached resolution was introduced, with board members voting to approve such as follows:

In Favor:

[insert those in favor]

Opposed:

[insert those opposed]

HEBER VALLEY SPECIAL SERVICE DISTRICT
RESOLUTION NO. 26-1

A RESOLUTION OF THE BOARD OF TRUSTEES OF HEBER VALLEY SPECIAL
SERVICE DISTRICT TO PROVIDE AUTHORIZATION TO BOARD MEMBERS
AND EMPLOYEES AS SIGNATORIES ON THE DISTRICT'S BEHALF FOR
CERTAIN FINANCIAL ACCOUNTS.

RECITALS

WHEREAS, Heber Valley Service District ("District") is a political subdivision organized under the laws of the State of Utah; and

WHEREAS, the Board of Trustees for the District (the "Board") has determined the need to authorize multiple members and/or employees with signing privileges for certain financial accounts; and

WHEREAS, the Board of Trustees has determined that having multiple authorized signers is in the best interests of the District; and

NOW, THEREFORE, BE IT RESOLVED:

RESOLUTION

The following Board Members and employees are hereby authorized as signatories on the Districts behalf for enterprise fund accounts:

Heidi Franco
Craig Simons
Doug Clements
James Goodley

ADOPTED AND APPROVED effective immediately by the Board of Trustees of Heber Valley Special Service District on this 12th day of February, 2026.

Heidi Franco, Board Chair

January 1, 2025

Heber Valley Special Service District
2005 W. Midway Ln
Heber City, Utah 84032

Board of Trustees and Management:

The following represents our understanding of the services we will provide Heber Valley Special Service District.

You have requested that we audit the financial statements of the business-type activities of Heber Valley Special Service District, as of December 31, 2025, and for the year then ended, and the related notes to the financial statements, which collectively comprise Heber Valley Special Service District's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of the audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis, schedule of contributions, and the schedule of the Proportionate Share of the Net Position Liability. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Contributions
- 3) Schedule of the Proportionate Share of the Net Position Liability

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with Government Auditing Standards. As part of an audit in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Heber Valley Special Service District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and in accordance with Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Heber Valley Special Service District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America.
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit;
 - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- For the accuracy and completeness of all information provided.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of Heber Valley Special Service District's basic financial statements. Our report will be addressed to governing body of Heber Valley Special Service District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report on internal control, and compliance upon completion of our audit. No opinion will be expressed in our reports on internal control, and compliance issued pursuant to Government Auditing Standards.

Non-attest Services

With respect to any non-attest services we perform assistance with the preparation of basic financial statements we will not assume management responsibilities on behalf of Heber Valley Special Service District. However, we will provide advice and recommendations to assist management of Heber Valley Special Service District in performing its responsibilities.

Heber Valley Special Service District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintain internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the non attest services are as follows:

- We will perform the services in accordance with applicable professional standards, including the U.S. Generally Accepted Accounting Principles.
- The non-attest service is limited to the preparation of the basic financial statements previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decision or assuming management responsibilities, including determining account coding and approving journal entries.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit as soon as Heber Valley Special Service District is ready and to issue our reports no later than June 30, 2026.

Jon Haderlie, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Larson & Company, PC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$13,900 and \$3,000 for financial statement drafting. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Heber Valley Special Service District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Board of Trustees and Management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Larson & Company, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Utah State Auditor's Office or its designee pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Larson & Company, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Utah State

Auditor's Office. The Utah State Auditor's Office may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Larson & Company, PC
Spanish Fork, UT 84660

January 1, 2025

RESPONSE:

This letter correctly sets forth our understanding.

Heber Valley Special Service District.

Acknowledged and agreed on behalf of Heber Valley Special Service District by:

Management Signature _____

Title: _____

Date: _____

Governance Signature _____

Title: _____

Date: _____

TERMS AND CONDITIONS ADDENDUM

Use of Third Parties

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to confirmation services with financial institutions. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Audit Documentation

The audit documentation for this engagement is the property of Larson & Company PC ("Larson & Company") and constitutes confidential information. In some circumstances, we may be required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for you. So long as we are not a party to the proceedings in which the information is sought, you agree to pay any and all reasonable expenses including fees and costs for our time, as well as any legal or other fees that we incur as a result of such appearance or production of documents. If requested, access to such audit documentation will be provided under the supervision of Larson & Company's personnel.

Termination and Withdrawal

Either party may terminate this Agreement at any time and for any reason.

If this Agreement is terminated before services are completed, you agree to pay all fees and expenses we incur through the effective date of termination.

Conflicts of Interest

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to terminate our services without issuing our work product.

Portals

We will utilize Suralink, a collaborative, virtual workspace in a protected, online environment. Suralink permits real-time collaboration across geographic boundaries and time zones and allows Larson & Company and you to share data, engagement information, and deliverables in a protected environment. In order to use Suralink, you may be required by the provider of Suralink to execute a portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that we have no responsibility for the activities of Suralink and agree to indemnify and hold us harmless with respect to any and all claims arising from your misuse of Suralink.

Larson & Company is not a host for any of your information. You are responsible for maintaining your own copy of this information. We do not provide back-up services for any of your data or records, including information we

provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on a portal may be deleted by Larson & Company with or without notice to you.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any loss arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Brokerage, Investment Advisory or Digital Asset Statements

If you provide our firm with copies of brokerage, investment advisor, or digital asset statements, we will use the information solely for the purpose described in the Engagement Objective and Scope section of this Agreement. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Mediation

If a timely dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the

dispute by mediation administered by the American Arbitration Association (“AAA”) under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in Utah.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Indemnification of Larson & Company

You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

Designation of Venue and Jurisdiction

In the event of a dispute, the courts of the state of Utah shall have exclusive jurisdiction, and all disputes will be submitted to the state of Utah. We also agree that the law of the state of Utah, except for laws governing the choice of law, shall govern all such disputes.

Timing for Disputes

You agree that any claim arising out of this Agreement shall be commenced within 3 year(s) from the date our services conclude as outlined in the Timing of the Engagement section of the Agreement, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Larson & Company.

Independent Contractor

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Larson & Company, and no Larson & Company stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Survivability

The following sections of this Terms and Conditions Addendum shall survive termination of the Agreement: Limitation of Liability, Limitation of Damages, Indemnification, and Timing for Disputes.

Assignment, No Third Party Beneficiaries

All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third party except as agreed to in writing. This Agreement has been entered into solely between you and Larson & Company, and no third-party beneficiaries are created hereby.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or

requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

COMPLETE THESE ITEMS TO GET STARTED.

- ✓ Complete and sign all documents in this package.
- ✓ Submit completed and signed documents by clicking FINISH at the end of your documents.
- ✓ Open and review your executed document package after you receive your confirmation email confirming all parties have signed.
- ✓ Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.

MYCATFINANCIAL

MyCatFinancial is our online, self-service tool that allows you to manage your Cat Financial accounts anytime, anywhere, on any device.

- Manage your Cat® Card account
- Make a payment or set up auto-pay
- View your signed documents
- Send and receive confidential information securely
- Request a payoff quote
- Submit an online credit application
- And more!

Visit cat.com/mycatfinancial to learn more and sign up today.



CAT® CARD – THE ESSENTIALS YOU NEED. WITH THE FLEXIBILITY YOU WANT.

The Cat Card account is the easy way to pay for work tools, attachments, equipment rentals, parts, service and more.¹

- No annual fee
- Competitive rates
- Flexible payment terms
- Earn Cat Vantage Points on every qualifying purchase²

Learn more at catcard.com.



DISCOVER DIGITAL TOOLS



LEARN MORE

CAT CENTRAL APP
FULL CONTROL OF YOUR EQUIPMENT
IN THE PALM OF YOUR HAND

PURCHASE PARTS 24/7



LEARN MORE

VISIONLINK® APP
MONITORS EQUIPMENT USAGE
RECEIVES FAILURE CODES
SCHEDULES MAINTENANCE

1-800-651-0567 | NABC.CustomerService@cat.com

PREVENTING FRAUD TOGETHER

Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by [visiting our website](#).

¹ Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers.

Not all customers will qualify

² See cat.com/getrewarded for eligibility, details, and terms and conditions.

© 2025 Caterpillar. All Rights Reserved. CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.



These documents were prepared especially for:

HEBER VALLEY SPECIAL SERVICE DISTRICT
PO BOX 427
MIDWAY, UT 84049

Dealer: WHEELER MACHINERY CO., E480
Date: 01/07/2026 Time: 09:34:08 AM Comments:

Customer Executed Documents	Comments
<input type="checkbox"/> Government - Local	
<input type="checkbox"/> Lease Return Conditions	
<input type="checkbox"/> Delivery Supplement	
<input type="checkbox"/> Insurance- Liability and Physical Damage	
<input type="checkbox"/> Advance Payment (cross out if N/A)	
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	
<input type="checkbox"/> Title applied for (cross out if N/A)	
<input type="checkbox"/> Customer Information Verification	
<input type="checkbox"/> Any necessary Riders/Amendments	
<input type="checkbox"/> CVA DOC SELECTION FORM PROMISE TO PAY ADDENDUM (Multiple CVA offers at Doc Gen)	
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	
<input type="checkbox"/> PROMISE TO PAY ADDENDUM TO TAX LEASE (Customer Accepted CVA before Doc Gen)	
<input type="checkbox"/> Other	
<input type="checkbox"/> Request for Minutes	
<input type="checkbox"/> Opinion of Counsel	
<input type="checkbox"/> Governmental Resolution to Lease, Purchase, and/or Finance	
<input type="checkbox"/> Non ? Appropriations Addendum	

Dealer Executed Documents	Comments
<input type="checkbox"/> Purchase Agreement	
<input type="checkbox"/> Dealer Invoice	
<input type="checkbox"/> All Credit Conditions Met	

*If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

HEBER VALLEY SPECIAL SERVICE DISTRICT
PO BOX 427
MIDWAY, UT 84049

In reliance on your selection of the equipment described below (each, a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL RENT This is due per period, as stated below in section 4.	OPTION PURCHASE PRICE Payment at end of lease for purchase of Unit (see Section 18).	MAX ANNUAL HOURS/MILEAGE Maximum annual usage of Unit (see Return Agreement).	DELIVERY DATE Enter date machine was delivered to you.
---	--	--	---	--	---

1 New 2025 Caterpillar 420-07 Backhoe Loader	H8T06713	\$22,938.96	\$65,863.35	500	_____
--	----------	-------------	-------------	-----	-------

LOCATION OF UNITS: PO BOX 427
MIDWAY, UT 84049

You acknowledge that the Units described above were delivered to you in good working condition and that you accepted them on the date indicated.

The Lease Return Conditions agreement ("Return Agreement") submitted by you to us for each Unit is made a part of and incorporated into this Lease.

SIGNATURES

By signing this Lease, you certify that you have received and read this Lease, including the following 4 pages titled "Terms and Conditions", which make up part of this Lease, and all the other Lease Documents, including Schedule A and each Return Agreement.

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (Print) _____

Title _____

Date _____

LESSEE:

HEBER VALLEY SPECIAL SERVICE DISTRICT

Signature _____

Name (Print) _____

Title _____

Date _____

TERMS AND CONDITIONS

3. Lease Term The Lease Term will start on the date we sign the Lease and will continue for 60 months, unless earlier terminated or canceled as permitted herein.

4. Rent You will pay us the Annual Rent beginning on the date we sign this Lease and on the same date of each year thereafter for the entire Lease Term. Annual Rent will be due without demand. You will also pay us all other amounts payable under the terms of this Lease and under any other document executed in connection with this Lease, including each Return Agreement (the "Lease Documents") ("Other Payments", and together with the Monthly Rent, collectively, the "Rent"). You will pay the Rent to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. **You agree this Lease constitutes a non-cancelable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier (as defined below), the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.**

5. Late Charges If we do not receive a Rent payment on the date it is due, you will pay us, on demand, a late payment charge equal to five percent (5%) of the late Rent payment.

6. Disclaimer of Warranties You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or the seller of the Units. WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR TO ANY UNIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS LEASED "AS IS, WHERE IS." WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS LEASE, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABILITY; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.

7. Possession, Use, and Maintenance (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including the rules or limits on idling, fleet average or site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not sublease a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in the Return Agreement, without our

prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-severable" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to a Unit will become our property.

8. Taxes Rent includes all taxes arising from, or due in connection with, this Lease or the Units. You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit, or the Rent. You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. Except as provided in this section, you agree that we are entitled to receive any and all federal, state, or local tax credits and benefits, if any, applicable to a Unit. We are entitled to income tax depreciation deduction for each Unit based on the use as described in the Return Agreement.

9. Tax Indemnity This Lease is entered into on the basis that we are entitled to claim certain depreciation deductions on the Units in accordance with Section 168(a) of the Internal Revenue Code of 1986, as amended, (the "Code") based upon the applicable depreciation method and recovery period specified in Code Sections 168(b) and (c), and to similar state and local income tax deductions (collectively, the "Tax Benefits"). Our classification of a Unit under Code Section 168(e), our determination of the applicable depreciation method and recovery period, and our claim for an entitlement to the Tax Benefits are based solely upon your representations in Section 7 and the applicable Return Agreement. If we do not receive nor retain all of the Tax Benefits anticipated with respect to any Unit (a "Tax Loss"), because (a) of a change in the US federal income tax rate, (b) you move any Unit outside the United States, or (c) you use any Unit for a different purpose than stated in the applicable Return Agreement; you will pay us, within thirty (30) days after we provide you written notice of such Tax Loss, an amount which, in our opinion, will cause our net after-tax rate of return over the Lease Term in respect to the Unit to equal the net after-tax rate of return we would have realized if such Tax Loss had not occurred. For purposes of this section, we may be included in any affiliated group (within the meaning of Section 1504 of the Code) of which we are a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

10. Loss or Damage (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur,

you will not be released from your obligations under the Lease or any other Lease Document. (b) You will provide prompt, written notice to us of any Total Loss (as defined below) or any material damage to any Unit. Any such notice will include any damage reports provided to any governmental authority, an insurer, or the Supplier, and any documents pertaining to the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Total Loss, to restore the Unit to the condition required by this Lease. (d) A Unit has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction or any other total loss of such Unit; (ii) damage to the Unit that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of a Unit or the imposition of any lien on such Unit by any governmental authority. On the next Rent due date following a Total Loss (a "Loss Payment Date"), you will pay us the Monthly Rent due on that date plus the Casualty Loss Value of the Unit with respect to which the Total Loss has occurred (the "Lost Units"), together with any Other Payments due with respect to the Lost Units. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 4. Upon making the full payment required on the Loss Payment Date, your obligation to pay future Monthly Rent on the Lost Units will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Units. Furthermore, upon receipt of the full payment required on the Loss Payment Date, we convey to you all of our right, title, and interest in the Lost Units, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the future fair market value of a Unit at the end of the Lease Term (determined at Lease inception). "Casualty Loss Value" means the sum of: (i) the discounted present value of all unpaid future Rent for the Lost Units; (ii) the discounted present value of the Lost Unit's Residual Value as determined by us; and (iii) all other amounts then due under this Lease with respect to the Lost Units (including all Other Payments then owing and unpaid). If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. (e) We are not required to pursue any claim against any person in connection with a Total Loss or other loss or damage. (f) If we receive a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss or damage to a Unit, and such payment is both unconditional and infeasible, then provided you have complied with the applicable provisions of this section, we will either (i) if the payment results from a Total Loss, send you proceeds up to an amount equal to the Casualty Loss Value you previously paid us, or credit the proceeds against any amounts you owe us or (ii) if the payment results from repairs made pursuant to Section 10(c), send you proceeds up to an amount equal to the amount of your actually incurred costs of repair.

11. Waiver and Indemnity You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Lease Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached

US Tax Lease (CAT Value Option)

from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Lease Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the Total Loss or damage, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by us or our directors, officers, employees, agents, or assigns in defending such claims or in enforcing this section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

12. Insurance You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for an amount at least equal to the then-applicable Casualty Loss Value. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. The insurance shall be primary, without the right of contribution from any insurance carried by us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage. Notwithstanding anything to the contrary, you acknowledge and authorize us to receive the return of any unearned premiums, including without limitation any refunds resulting from cancellation, nonrenewal, voidance or adjustment of your insurance policy financed with us, if the policy is underwritten by Caterpillar Insurance Company or its affiliates. You agree that such unearned premiums are being forwarded on your behalf, credited to you and will be applied by us to any unpaid balances on your account.

13. Events of Default Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Lease is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Lease (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty. (i) There is a breach in any respect of any covenant or agreement in Section 18 hereof.

14. Remedies (a) If an Event of Default occurs, we will have the rights and remedies provided by this Lease and under the Uniform Commercial Code ("UCC") and any other law. Among these rights and remedies are to: (i) proceed at law or in equity, to enforce specifically your performance or to recover damages; (ii) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations, (iii) require you to assemble Units and make them available to us at a place we designate; (iv) enter premises where a Unit may be located and take immediate possession of such Unit and remove (or disable in place) such Unit (and any unattached parts) without notice, liability, or legal

process; (v) use your premises for storage without liability; (vi) sell or lease any of the Units, whether or not in our possession, at public or private sale, with or without notice to you, and apply or retain the net proceeds of such disposition in accordance with this Lease; (vii) enforce any or all of the preceding remedies with respect to any related collateral, and apply any deposit or other cash collateral, or any proceeds of any such collateral, at any time to reduce any amounts you owe us; (viii) demand and recover from you all Liquidated Damages (as defined below) and all Other Payments whenever they are due; and (ix) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Customer Service Agreement, or similar agreement, we may cancel the agreement on your behalf and receive the refund of the fees that we financed but had not received from you as of the date of the Event of Default. As used herein, "Liquidated Damages" means the liquidated damages (all of which, you hereby acknowledge, are damages to be paid in lieu of future Monthly Rent and expected Residual Values and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in the first sentence of parts (i) or (ii) of Section 14(b) below, depending upon the recovery and disposition of the Units.

(b) If an Event of Default occurs and:

(i) we recover a Unit and dispose of it by a lease or elect not to dispose of the Unit after recovery, you will pay us on demand an amount equal to the *sum* of (A) any accrued and unpaid Rent as of the date we recover the Unit, *plus* (B) the present value as of such date of the total Monthly Rent for the then remaining Lease Term, *minus* (C) either (1) the present value, as of the commencement date of any substantially similar re-lease of the Unit, of the re-lease rent payable to us for the period, commencing on such commencement date, which is comparable to the then remaining Lease Term or (2) the present value of the "market rent" for such Unit (as computed pursuant to Article 2A of the UCC ("Article 2A")) in the continental United States as of the date on which we have a reasonable opportunity to remarket the Unit for the period, commencing on such date, which is comparable to the then remaining Lease Term, as applicable; provided, however, you acknowledge that if we are unable after a reasonable effort to dispose of the Unit at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that such an effort will be unavailing, the "market rent" in such event will be deemed to be \$0.00, but in the event that we do eventually re-lease or otherwise dispose of the Unit, we will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the terms of this Lease and the applicable provisions of Article 2A. Any amounts discounted to present value, shall be discounted at the rate of three percent (3%) per annum, compounded annually;

(ii) you fail to return a Unit in the manner and condition required by this Lease, or we recover and sell the Unit, you will pay to us on demand an amount calculated as the Casualty Loss Value of the Unit (determined as of the next Monthly Rent payment date after the date of the Event of Default), together with all costs and expenses (as defined below), *less* a credit for any disposition proceeds, if applicable pursuant to the application provisions in the next sentence. If we demand the Liquidated Damages under this part (ii) and recover and sell the Unit, we will apply any proceeds received in good and indefeasible funds: first, to pay all costs and expenses not already paid; second, to pay us an amount equal to any unpaid Rent due and payable, together with the Liquidated Damages amounts specified in this part (ii), to the extent not previously paid; third, to pay us any interest accruing on the amounts covered by the preceding clauses, plus late charges, from and after the date the same becomes due, through the date of payment; fourth, to pay us an amount equal to any remaining obligations that you owe us under this Lease.

The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. You will remain liable for any deficiency and we will retain any excess after our exercise of these remedies. You agree to pay all charges, costs, expenses and reasonable attorney's fees incurred by us in enforcing this Lease. To the extent you are entitled to a refund from us, you agree we have the right to

offset any obligation that you have with us or our affiliates with such refund.

15. Return of Unit On expiration of the Lease Term or if we demand possession of a Unit pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and the applicable Return Agreement. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 7 and the applicable Return Agreement, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

16. Purchase Option At the expiration of the Lease, if no Event of Default has occurred and is continuing, you may choose to purchase any Unit for the Option Purchase Price set forth on the front of this Lease if this Lease includes an Option Purchase Price. In order to exercise a purchase option, you must send written notice to us at least sixty (60) days prior to the end of the Lease Term. Upon receipt of the Option Purchase Price and all other amounts owing under the Lease, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit **"AS IS, WHERE IS, WITH ALL FAULTS."** Any applicable purchase option must be exercised as of the last day of the Lease Term and it is not available during any holdover period. You agree with us that the Option Purchase Price, if set forth in Table A and identified as a Cat Value Option, is not less than the reasonably expected Residual Value (as defined in Section 10) of such Unit.

17. Your Assurances and Representations Each of us intends that: (i) this Lease constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A and not a sale or retention of a security interest; (ii) you have selected the "Supplier" (as defined in Article 2A) and have directed us to purchase each Unit from this Supplier; (iii) you were informed, before your execution of this Lease and are hereby informed in writing that you are entitled under Article 2A to the promises and warranties, including those of any third party, provided to us by the Supplier in connection with or as part of the purchase of the Units, and that you may communicate directly with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations on remedies relating thereto; and (iv) we are and shall remain the owner of each Unit (unless sold by us pursuant to any Lease Document), and you shall not acquire any right, title or interest in or to such Unit except the right to use it in accordance with the terms hereof.

You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Lease or any right or obligation under it without our prior written consent. (g) In the event any Unit is equipped with a Unit monitoring system such as Cat® Product Link, you agree not to remove, disable or impair the Unit monitoring system. You agree to permit Caterpillar Inc. and/or its subsidiaries or affiliates, including us (collectively "Caterpillar"), and/or Caterpillar dealers to access data concerning the Unit, its condition and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement and enforce the terms of this Lease (including any addendum hereto), (2) to recover the Unit if necessary, and/or (3) to improve or manage Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault

codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

You agree that messages regarding active transactions you have with us may be delivered by telephone call (whether prerecorded voice or autodialed or not) or sent via text message or SMS (whether autodialed / texted or not), or message sent through a social media or similar platform, to any landline or mobile phone number submitted in connection with the credit application process or subsequently as a business contact number for you. You agree to update your business contact information, including any mobile number submitted as a contact, with us if it changes during the duration of this Lease. You understand and agree that collections messaging may occur, even if you have registered certain preferences regarding a mobile number that is also a business contact number.

Caterpillar publishes its Data Governance Statement ("Data Governance Statement") covering matters relating to data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the Units. In addition, Caterpillar's Global Data Privacy Statement ("Privacy Statement") describes how Caterpillar collects, processes and shares information that relates to an identified or identifiable individual ("Personal Information") and rights that individuals might have under applicable data privacy laws. By entering into this Lease, Lessee agrees: (1) that it has received and reviewed the Data Governance Statement online at <https://www.caterpillar.com/datagovernance> and the Privacy Statement online at <https://www.caterpillar.com/dataprivacy>; (2) to the collection, use, disclosure and sharing of information, including personal information, as set forth in the Data Governance Statement and the Privacy Statement; and (3) that it will provide any individuals access to or a copy of the Data Governance Statement and the Privacy Statement before providing the individual's information to us or our affiliates. Lessee (or individuals representing Lessee) may also authorize and/or consent to the collection, use, disclosure and sharing of information and/or Personal Information in other agreements or documents with us, our affiliates or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way.

You agree, at your expense, to do any act and execute, acknowledge, authorize, deliver, file, register, and record any documents that we deem desirable in our reasonable discretion to protect our title or rights in a Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents and authorize us to delegate these limited powers.

- 18. Sanctions** None of (a) you, or any of your respective directors, officers or employees, subsidiaries, or any Guarantor, or any beneficial owner of you or any Guarantor, or any person holding a controlling interest in you or any Guarantor (each, a "Relevant Person"), or (b) to your knowledge, having made reasonable enquiries, any agent of yours that will act in any capacity in connection with or benefit from this Lease (including any addendum hereto) and the leasing hereunder, is currently or at any time a Sanctioned Person.

"Sanctioned Person" means, at any time, (I) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union, or any EU member state, or (II) any person owned or controlled by any such person or persons in aggregate.

No Unit or other proceeds received under the terms of this Lease will be used by you or any Guarantor, or any other Relevant Person, or to your knowledge, having made reasonable enquiries, by any of your agents, sublessees, or other users of the Unit, in violation of, or which shall cause us or our affiliates to be in violation of, any applicable laws,

rules, or regulations relating to (A) bribery or corruption, (B) anti-money laundering, (C) terrorism, (D) economic or financial sanctions, or (E) trade embargoes.

- 19. Assignment; Counterparts** We may assign, sell or encumber all or any part of this Lease, the Rent, and the Units with or without notice to you. THE RIGHTS OF ANY SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH YOU MAY HAVE AGAINST US. If requested by us, you will assist us in the assignment of any of our rights under this Lease. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. In connection with any potential or actual assignment, you consent to the sharing of your credit file information, including personal information relating to your principals, with any potential assignee. Upon any assignment by us of our rights under this Lease, and except as may otherwise be provided herein, all references in this Lease to "Lessor", "we", "us", and "our" will mean the assignee. This Lease is for the benefit of, and is binding upon, your and our respective successors and assigns. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged, and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible under the "best evidence rule." A signed copy of this Lease and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

- 20. Effect of Waiver; Entire Agreement; Notices; Applicable Law** Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and the Lease Documents completely state our and your rights and supersede all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court located within the State of Tennessee. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS LEASE, THE OBLIGATIONS, OR THE UNITS.**

- 21. No Agency; Modification of Lease; Miscellaneous** No person or entity, including, without limitation, the supplier or the manufacturer of the Units, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks including for example correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Lease survive the expiration or termination of the Lease if necessary to give full effect to the terms of this Lease.

PARTIES

LESSOR ("we", "us" or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

HEBER VALLEY SPECIAL SERVICE DISTRICT
PO BOX 427
MIDWAY, UT 84049

We and you agree to add the following paragraph to the Lease:

You represent and warrant to us that you (i) have sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and (ii) reasonably believe that funds can be obtained sufficient to make all rental payments during the term of the Lease. You hereby covenant that you will do all things reasonably within your power to obtain funds from which the rental payments may be made, including (i) providing for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and (ii) using your *bona fide* best efforts to have such portion of the budget approved. It is your intent to make rental payments for the full term of this Lease if funds are available therefor, and you represent that the use of the Units is essential to your proper, efficient and economic operation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, then you will immediately notify us of such occurrence and this Lease will terminate on the last day of the fiscal year for which appropriations were received. You will not incur any penalty or expense as a result of any such termination of this Lease, and you will have no obligation to make rental payments with respect to the remainder of the Lease, but you will be obligated to pay rental payments to the extent funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, you agree to return the Units to us pursuant to Section 15 of this Lease, and we will have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, you agree that you will not cancel this Lease if any funds are appropriated for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units.

SIGNATURES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (Print) _____

Title _____

Date _____

LESSEE

HEBER VALLEY SPECIAL SERVICE DISTRICT

Signature _____

Name (Print) _____

Title _____

Date _____



This Purchase Agreement is between **WHEELER MACHINERY CO.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) 420-07 CATERPILLAR Backhoe Loader	H8T06713		\$0.00	\$145,000.00
Lessee:				
HEBER VALLEY SPECIAL SERVICE				
DISTRICT				
PO BOX 427				
MIDWAY, UT 84049				
Subtotal				\$145,000.00
Federal Excise Tax				\$0.00
Other Tax				\$0.00
Total Purchase Price				\$145,000.00
Unit(s) Delivery Point:				
PO BOX 427				
MIDWAY, UT 84049				

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	WHEELER MACHINERY CO.
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Utah (the "State") authorize HEBER VALLEY SPECIAL SERVICE DISTRICT (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into certain contracts or related documents (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, of HEBER VALLEY SPECIAL SERVICE DISTRICT, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____

**Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70207122) (the "Lease")
Between HEBER VALLEY SPECIAL SERVICE DISTRICT ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")**

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Utah (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

HEBER VALLEY SPECIAL SERVICE DISTRICT

Name(Print):	_____	Date:	_____
Signature:	_____	Address:	_____
Title:	_____		_____

COVERAGE THAT GETS YOU BACK TO BUSINESS



Your equipment is one of your operation's biggest financial investments. Our Physical Damage Insurance is built to protect it. If your new or used machine experiences a covered loss, we'll get it repaired or replaced— so you can get back to work fast.

WE'VE GOT YOU COVERED

PROTECT YOUR HEAVY EQUIPMENT WITH PHYSICAL DAMAGE INSURANCE

- For covered total losses, we pay up to policy limits the **GREATER** of –
 - > The payoff value of your loan*
 - > Actual cash value
 - > Fair market value
- **FULL REPLACEMENT COST** for Cat® genuine parts, where available, and repairs by an authorized Cat dealer or facility of choice
- Coverage for **RENTAL COSTS** up to \$500 per day, up to \$10,000 per occurrence and \$100,000 coverage for rented replacement equipment
- **PROTECT** any brand of equipment you own – as well as trailers and attachments that are purchased with the equipment and listed on the sales invoice



To learn more about the insurance coverage available for your machines, talk to your Cat dealer or contact us at 1.800.248.4228 or PhysicalDamage@cat.co

This is only a brief description of the program. The actual policy will govern.

This marketing tool does not represent a contract or obligation of any kind between Caterpillar Inc., its subsidiaries or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service.

100
YEARS
CATERPILLAR

*Less late payments and fees

© 2025 Caterpillar. All Rights Reserved. CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

CAT
Financial



CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice. We recommend the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch, or Kroll Bond Agency ("KBRA").

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation (CISC), that has been designed specifically for those that purchase Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Program (the Program) Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

The Program protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, flood, sinking, earthquake and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides benefits you most likely would not find in other plans.

The Program does include normal exclusions. Some important exclusions include, but are not limited to, wear and tear, rust, loss of income, acts of war, nuclear damage, mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

The Program does not cover losses to your equipment that you loan, lease, or rent to others.

Repairs

When a covered loss occurs, the Program will pay for Cat® replacement parts, where available, on all your new or used Caterpillar equipment. For all other equipment from other manufacturers, the Program will pay for comparable replacement parts.

Rental Reimbursement

The Program allows for rental expenses up to \$10,000 per occurrence but not more than \$500 per day that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the Program will pay the greater of, not to exceed policy limits, the following:

- The payoff value of the loan, excluding past due payments and late charges, on the damaged parts or equipment as of the date of loss; or
- The actual cash value of the covered property; or
- The Fair Market Value of replacing that property with property of like kind and quality.

Debris Removal

The Program will pay 25% of the direct physical loss plus the deductible, up to a \$10,000 maximum above the limit of insurance of the covered property.

Fire Department Service Charge

The Program will pay fire department service fees up to \$10,000.

Deductible

Construction and Agricultural Equipment Deductible: \$1,000

Forestry Equipment Deductible: \$5,000

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CISC toll free at **1-800-248-4228 option 2**.

You may also e-mail CISC at physicaldamage@cat.com.

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, as amended in 2007, as extended in 2015, and amended in 2019)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended defines in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2019. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00.

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Item	Year	Model #	Equipment Description	Serial/VIN	State	Policy Limit (Value Including Total Tax)	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1	2025	420-07	Caterpillar Backhoe Loader	H8T06713	UT	\$145,000.00	\$5,915.00	\$1,418.28

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$5,915.00, which is \$1183.00 per year based upon the total equipment value of \$145,000.00.

- Method 1 ☐ I will finance the insurance premium, including finance charges, of \$1,418.28 per scheduled equipment payment. The finance charge is calculated at 9.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document I am agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$1183.00 premium and return the payment with the signed equipment documents.
- Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents.
- Method 4 ☐ I decline insurance through Caterpillar Insurance Company. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

If selecting method 2 or 3 above, you are also eligible to pay with Cat Card.

- ☐ I will pay by Cat Card account and provide my account information below.
- ☐ I will pay by check Please make check payable to Caterpillar Insurance Services Corp. and include Policy Number CIC - 70207122 on your check.
- ☐ Not applicable—Only Choose this option if Method 4 is selected above.

Accountholder Name

Cat Card Number

Authorized User Signature

Print Name

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2019), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer may receive commission compensation.

Dealer Name: WHEELER MACHINERY CO.
Customer Name: HEBER VALLEY SPECIAL SERVICE DISTRICT
Billing Address: PO BOX 427
MIDWAY, UT 84049

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 option 2.

Accepted By: _____ Name (PRINT): _____

Title: _____ Date: _____

Fraud Warning:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

Applicable in MD: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AK: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Applicable in CA: For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in DC: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Applicable in FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Applicable in HI: Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

Applicable in ID: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Applicable in KS: Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines, and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Applicable in KY, NY, and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA, and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines, and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Applicable in OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in OK: WARNING – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with a penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.

Transaction Number: 001-70207122
Dealer Name: WHEELER MACHINERY CO.
Customer's Name: HEBER VALLEY SPECIAL SERVICE DISTRICT
Address: PO BOX 427
MIDWAY, UT 84049

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. 420-07	2025 Caterpillar Backhoe Loader	H8T06713		\$145,000.00

Insurance Agency Insurance Agent's Name

Street Address

City State Zip

Agent's Phone Number Fax Number E-mail Address

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

- ☐ To my existing policy number(s) _____, which now provide the coverage required, or
- ☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

**CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services
2120 West End Avenue Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70207122



CUSTOMER INFORMATION

CHANGES TO CUSTOMER INFORMATION

Customer Name: HEBER VALLEY SPECIAL SERVICE DISTRICT

Physical Address: PO BOX 427
MIDWAY, UT, 84049

Mailing Address: PO BOX 427
MIDWAY, UT, 84049

Equipment Location: PO BOX 427
MIDWAY, UT, 84049

Business Phone: _____

Mobile Phone: _____

E-mail Address: _____

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

TAX INFORMATION

Tax Exempt**

Non-Exempt

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

- ☐ I decline Auto Pay authorization at this time
- ☐ I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Routing Number

9 digits

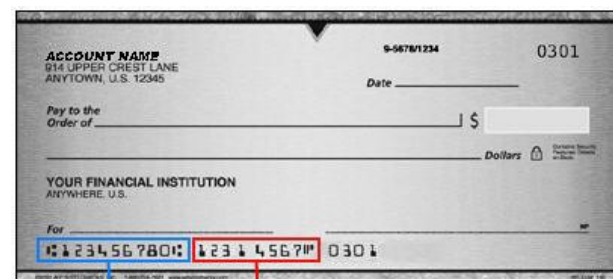
Account Number

3-17 digits

Re-Enter Account Number

3-17 digits

Account Name (exactly as it appears on Check)



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name

Title

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

WHEELER MACHINERY CO.
4901 W 2100 S
SALT LAKE CITY, UT 84120-1227

Reference:

HEBER VALLEY SPECIAL SERVICE DISTRICT

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

GET CONNECTED, STAY CONNECTED, ON US.












WWW.CAT.COM/VISIONLINK

We are covering your VisionLink® ConnectPRO subscription for the duration of your Cat Financial operating lease.

VisionLink's easy-to-understand data and actionable insights give you the power to make informed decisions for

» A VISIONLINK CONNECTPRO SUBSCRIPTION INCLUDES:

 <p>INSTANT UPDATES</p> <p>by requesting hours and location of an asset immediately.</p>	 <p>AVOID RUNNING OUT OF FUEL</p> <p>by tracking fuel and DEF levels.</p>	 <p>MONITOR MACHINE EVENTS</p> <p>with customizable digital switch inputs.</p>	 <p>CONTROL SITE SAFETY</p> <p>by tracking fuel utilization and working vs. idle time.</p>	 <p>MAXIMIZE UPTIME</p> <p>with maintenance reminders and diagnostic alert codes.</p>
 <p>INCREASED EFFICIENCY</p> <p>from daily information about asset location and hours.</p>	 <p>LOWER FUEL COSTS</p> <p>by tracking fuel utilization and working vs. idle time.</p>	 <p>REDUCED UNPLANNED DOWNTIME</p> <p>with maintenance reminders and diagnostic alert codes.</p>	 <p>ESTIMATE EXHAUST CO2 EMISSIONS</p> <p>in expanded reports.</p>	

» HOW TO REGISTER FOR YOUR FREE VISIONLINK SUBSCRIPTION

- 1. CONTACT YOUR CAT DEALER**
To ensure successful integration of VisionLink, consult with your Cat dealer during the setup process.
- 2. CONNECT YOUR ASSETS**
Activate the built-in hardware or integrate data.
- 3. CHOOSE A SUBSCRIPTION**
Choose the ConnectPro option, covered for the term of your operating lease.
- 4. TAKE YOUR EQUIPMENT TO THE NEXT LEVEL**
Use data-driven insights to keep your fleet working at peak capacity.

Customers may still select a VisionLink subscription above ConnectPro – Performance or PerformancePro. Customers are responsible for the difference in price between ConnectPro and any higher option selected. VisionLink availability may vary by region. Consult your Cat dealer for details

© 2025 Caterpillar. All Rights Reserved. CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.



Lease Return Conditions (Not for use with On-Highway Vehicles, Drills, Draglines, Electric Rope Shovels, Highwall Miners and Underground Equipment)



This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain Cat Value Option, Transaction No. 4988460 (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: CATERPILLAR Model: 420-07 Serial No.: H8T06713

Unit Configuration and Attachments: Manual: equipment will be used for repairing culverts and pipeline irrigation for the farm, Machine will not deliver till the end of January per dealer. PALLET FORKS, SNOW PLOW // 4x4, Air Conditioning, Cab, E-Stick Extendable, Ride Control, Tires // Forks, General Purpose Bucket, Autoshift Transmission, Quick Coupler

Unit Usage & Primary Operating Environment: Standard Environment - Ag-Crop, Ag Non-Manure, Airport, Clay, Coal, Commercial, Crushed & Screened Aggregate, Dams & Bridges, Frac Sand, Landfill-Site Prep Only, Landscaping, Moving Mulch, Pipeline, Residential, Road Building, Site Development, Snow, Utilities.

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will notify Lessor of its intention to return the Unit at least sixty (60) days before the end of the Lease Term, and will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Total Lease Hours: 500 Current Hours: 4 Total Allowable Unit Hours: 2504

If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by \$605.59. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Cat® Product Link (if available).

3. RETURN CONDITIONS

A. General Condition

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies; ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices; and make all warranty repairs and manufacturer recommended product updates prior to the return of the Unit.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

v. If Lessee elected to purchase and finance as part of the Lease a Cat® Customer Value Agreement, extended protection plan, and/or other similar product(s) (collectively, "Additional Products"), Lessee acknowledges that, in entering the Lease, Lessor may have relied upon Lessee maintaining such Additional Products in effect for the entirety of the Lease Term. If Lessee cancelled or terminated any Additional Products during the Lease Term, such cancellation or termination may have a negative effect on the condition of the Unit, which may result in a Condition Charge (as defined below).

B. **Cleaning.** Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. **Undercarriage/Tires and Ground Engaging Tools (GET).** The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand

(or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee
0 - 50%	→ No charge
50 - 90%	→ Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→ 100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.

E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).

F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque convertors) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.

G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.

H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.

I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.

J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.

K. **ROPS/FOPS and Safety Items.**

i. The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.

ii. Any damage, repair, or unauthorized modification made to the OEM Roll-Over Protection Structure (ROPS) can result in voiding the certification. Consequently, something as simple as drilling holes to hang a radio or fire extinguisher, unless approved by the manufacturer can result in a decertified ROPS and a potentially large repair/replacement bill at lease end. Please contact your local Caterpillar Dealer if you suspect your ROPS may have been compromised.

L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.

M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.

N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, fluid sample analysis reports, and service-related agreements or programs relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars (\$500.00). Please note, however, that if the total amount of the charges exceeds \$500, Lessee will be responsible for the entire amount.

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

Lessee: HEBER VALLEY SPECIAL SERVICE DISTRICT

Signature:	Name (Print):	Title:	Date:
------------	---------------	--------	-------

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	01/07/2026	001-70207122

HEBER VALLEY SPECIAL SERVICE DISTRICT
PO BOX 427
MIDWAY, UT 84049

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2025 CATERPILLAR 420-07 BACKHOE LOADER	H8T06713		Upon Receipt.	1	\$22,938.96
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$22,938.96

Invoice No.	Total Enclosed
001-70207122 - 1	\$

HEBER VALLEY SPECIAL SERVICE DISTRICT
PO BOX 427
MIDWAY, UT 84049

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: WHEELER MACHINERY CO.
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.
Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

Heber Valley Special Service District

Board Meeting

February 12, 2025

MANAGER'S REPORT

1. **THE FARM**

- a. Farm Clean Up- removing old equipment/junk
- b. Mending Fences
- c. Pivot and Piping Repairs
- d. Vacation and sick time

2. **LAGOONS**

a. **Dredging And Aeration Project**

- i. Approx. 2800 dry tons of solids removed by 02/07/26.
- ii. Making final dredge passes in Cell 1 this week
- iii. Planning to transfer to Cell 1A end of the week
- iv. Will closely monitor dredged tons in Cell 1A to meet available funds
- v. Estimate 2 weeks or less to complete dredging in Cell1A

b. **Odor Control Update**

- i. Odors noticeable at plant due to dredging operations, odors have been stronger with the recent dredging activity near lagoon inlet piping
- ii. Awaiting report from DHHS on monitoring results from past spring/summer.

c. **Level Monitoring and Seepage**

- i. Replaced level instrument in IPS – ultrasonic to hydrostatic pressure
- ii. Monitoring level to provide estimate of seepage

3. **MECHANICAL PLANT**

a. **South & North Trains**

- i. Both trains in continuous operation past month
- ii. Average Daily Flow: ~1.2 MGD
- iii. Performance has been steady
- iv. Sludge continues to exhibit poor settling/bulking and foaming

b. **Maintenance Work**

- i. Grit Removal System
 - 1. Replaced Motor on Grit Drive Unit
- ii. Anoxic Zone Mixers
 - 1. Routine Service on Mixers in north and south trains – lubrication - oil/grease
- iii. RAS & WAS Pumps
 - 1. Routine Pump Service- Lubrication/Oil

- iv. UV System
 - 1. Bulb Cleaning
 - 2. Replenish Cleaning Solution
- v. STM Aerotor Service
 - 1. Grease drive units
 - 2. Replace flex conduit to each drive motor

4. PROJECTS/MISCELLANEOUS

a. CIB Projects

- i. Funding Status:
 - 1. Met with CIB on 1/28- Began Process of Reimbursement
 - 2. Agreeable to partial reimbursement for projects completed
 - 3. District plans to return unused funds
 - 4. District needs to furnish cost information (bids tabs/estimates/invoices) for work completed
 - 5. Most information has been submitted to CIB
- ii. Headworks Upgrade
 - 1. Contractor working on installation of odor control system
 - 2. Significant changes and rework has been necessary- delaying schedule
 - 3. Schedule- odor control startup scheduled for 2/18, project completion by end of February
- iii. Mechanical Plant Expansion
 - 1. Continue to pause until direction/permitting from DWQ is clear
 - 2. Consider design of dewatering project separately.

b. Odor Monitoring and Control

- i. Lift Station Monitoring- NO CHANGES SINCE JANUARY
 - 1. Continued addition of Calcium Nitrate- feed rate has been held steady
 - 2. Results have been consistently low
 - 3. Continually monitoring at manhole
- ii. Lagoons
 - 1. Refer to Item 2b
 - 2. DHHS monitoring has ended. Awaiting report of the results.

c. Capital Projects

- i. Have paused purchase of any major capital improvements due to tight finances – deferring until later in year

5. REGULATORY/PERMITTING

a. DWQ Updates

- i. Phase I Groundwater Report Review Meeting held on 1/27
 - 1. DWQ indicated general agreement with report findings/conclusions- BUT was non-committal
 - 2. Followed up meeting with letter to DWQ to request specific responses and agreement/disagreement on specific study findings

3. Awaiting this feedback and direction from DWQ to move forward with Phase II.

6. ADMINISTRATIVE

- a. District Accountant
 - i. Have developed a short list of accountants for consideration
 - ii. Conducting due diligence to determine best fit for District needs
- b. District Clerk/Admin
 - i. Eliza announced she is planning to retire, expects to end employment in April
 - ii. Prepared job description and had it reviewed by personnel committee
 - iii. Currently being advertised as of 2/6/26
 - iv. Received four applications to date
- c. UDOT Bypass
 - i. Attended EIS progress meeting on 1/27
 - ii. Airport/UDOT is interested in using District effluent to irrigate airport property
 - iii. UDOT seemed to consider this step as keeping the District 'operationally whole'. Not sure if they think this would relieve them from finding replacement land for the District....
 - iv. There are numerous complications with irrigating the airport with District effluent that still need to be addressed
- d. Farm Lease
 - i. Prepared RFP for farm lease and compiled final draft
 - ii. Have sent final draft to attorney for review.
 - iii. Tentative schedule
 1. Advertise: 2/13-3/12
 2. Proposals Due: 3/13
 3. Selection and Award: 4/9
 4. Lease Commence: 5/1