

POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 4-8, 11 AND 12

NOTICE OF PUBLIC MEETING

Monday, March 9, 2026 at 1:00 p.m.
Anchor Location: 9350 South 150 East, Suite 800, Sandy UT 84070

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

TELECONFERENCE INFORMATION
LINK: <https://us06web.zoom.us/j/81346788878>
MEETING ID: 813 4678 8878
CALL-IN NUMBER: 719-359-4580

Nos. 5-8 and 12

Eric Carlson	Term to October 14, 2031
Brad Holmes	Term to October 14, 2031
Carl Dukes	Term to October 14, 2029

Nos. 4 and 11

Brad Holmes	Term to October 14, 2031
Benn Buys	Term to October 14, 2031
Carl Dukes	Term to October 14, 2029

AGENDA

1. Call to Order/Declaration of Quorum
2. Preliminary Action Items
 - a. Election of District Chair
 - b. Election of District Treasurer/Vice Chair
 - c. Election of District Clerk/Secretary
 - d. Consider Approval of Agenda
 - e. Conflict of Interest Disclosures
3. Public Comment – Members of the public may express their views to the Boards on matters that affect the Districts. Comments will be limited to three (3) minutes per person.
4. Discussion Items
 - a. Discuss Overall Coordination of Districts and their Intended Roles
 - b. Discuss Engagement of District Engineer and Process for Cost Certifications
 - c. Discuss Accounting Proposals and Timing for Presentation of 2026 Budgets
5. Action Items
 - a. Approve Engagement of WBA, PC as General Counsel (**enclosures**)

- b. Adopt Joint Resolution Adopting a Conflicts of Interest Policy (Nos. 5-8 and 12) **(enclosure)**
 - c. Adopt Joint Resolution Adopting a Conflicts of Interest Policy (Nos. 4 and 11) **(enclosure)**
 - d. Adopt Joint Resolution Adopting Rules of Order and Procedure (Nos. 5-8 and 12) **(enclosure)**
 - e. Adopt Joint Resolution Adopting Rules of Order and Procedure (Nos. 4 and 11) **(enclosure)**
 - f. Adopt Joint Resolution Adopting Written Procedures Governing Electronic Meetings (Nos. 5-8 and 12) **(enclosure)**
 - g. Adopt Joint Resolution Adopting Written Procedures Governing Electronic Meetings (Nos. 4 and 11) **(enclosure)**
 - h. Adopt Joint Resolution Adopting a Public Records Policy (Nos. 5-8 and 12) **(enclosure)**
 - i. Adopt Joint Resolution Adopting a Public Records Policy (Nos. 4 and 11) **(enclosure)**
 - j. Adopt Joint Annual Administrative Resolution (Nos. 5-8 and 12) **(enclosure)**
 - k. Adopt Joint Annual Administrative Resolution (Nos. 4 and 11) **(enclosure)**
 - l. Adopt District Bylaws (Nos. 5-8 and 12) **(enclosure)**
 - m. Adopt District Bylaws (Nos. 4 and 11) **(enclosure)**
 - n. Approve Written Certification to State Auditor (Nos. 5-8 and 12) **(enclosure)**
 - o. Approve Written Certification to State Auditor (Nos. 4 and 11) **(enclosure)**
 - p. Authorize Legal Counsel to complete application for Federal Employer Identification Numbers
 - q. Authorize Legal Counsel to obtain crime insurance, as required, through the Utah Local Governments Trust
6. Administrative Non-Action Items
- a. Discussion Regarding Liability Insurance
 - b. Board Member Training [Special District & Special Service District Training 2026](#)
 - c. Open and Public Meetings Act - [Open and Public Meetings Act Training 2026](#)
 - d. Discuss Timing for Next Meeting
7. Adjourn



March 9, 2026

Board of Trustees
Power District Public Infrastructure District No. 4
c/o WBA, PC
139 Hunter's Grove Lane, Suite 200
Lehi, UT 84043

RE: Engagement of WBA, PC

Dear Trustees:

We are pleased to confirm our engagement as general counsel to the Power District Public Infrastructure District No. 4 (the "District").

This engagement letter provides the terms upon which WBA, PC ("WBA") will provide legal services to the District and is intended to formalize our retention as general counsel, as required by the applicable Rules of Professional Conduct. This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings. Additional information about WBA can be found at www.wbapc.com.

1. Personnel. Legal services provided under this engagement may be performed by any lawyer at WBA under the supervision of a WBA attorney licensed in the State of Utah. We will also use paralegals and/or other support staff as we believe to be necessary and effective in providing you with legal services.

2. Fees, Expenses and Retainer. Our fees for services rendered on the District's behalf will be based upon time charged using the hourly rates charged by each attorney or paralegal working on the matter. WBA's legal services are billed on an hourly basis, in increments of one-tenth of an hour, and are not contingent. Some of WBA's services are allocated on an equitable basis to clients who benefit from general legal work by our personnel. Hourly rates for professionals in WBA currently range from \$250.00 to \$575.00 (attorneys), from \$135.00 to \$240.00 (paralegals), and are \$200.00 to \$240.00 for other professionals. Hourly rates are revised periodically to reflect the current cost for delivery of legal services and the fees charged for services under this engagement may change accordingly. Client will be notified in writing of any changes in fees that exceed the ranges set forth above. From time-to-time WBA prepares memoranda, agreements or other documents based upon current legislative, State, and Federal law concerns that are the subject of common interest and benefit to our clients. WBA allocates the fees for this work on an equitable basis to clients who benefit from this legal work by WBA's personnel. Client understands it will be included in this group of clients and will be billed an equitable share for such work unless WBA is notified in writing of Client's desire not to receive this information. WBA contracts with other law firms for the performance of specialized services.

If these services are rendered on behalf of the Client, the fees and costs associated with those services will be reflected on WBA's bill. Client understands it is responsible for any such fees and costs.

In addition to legal fees, WBA also charges for certain out-of-pocket costs incurred by us in representing you. Charges for long-distance telephone calls (domestic only), conference calling services (domestic only), facsimiles (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff, are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other expenses, such as filing and recording fees, computer-assisted research fees, mileage, delivery service fees, travel, meals or hotel accommodation charges, those will be billed separately. These costs are subject to the same payment terms as legal fees and are your responsibility. WBA's policy is to advance or incur expenses on a discretionary basis up to \$1,000.00, subject to your reimbursement of them in the next bill. If an expense exceeds that amount, we will ask you to pay it directly to us in advance or have you contract directly with the vendor.

WBA will not require the payment of a retainer at this time, but we reserve the right to require a retainer if deemed necessary by WBA or if you fail to timely pay invoices. In the event a retainer is collected, fees and costs will be billed against the retainer, and any unused portion of the retainer will be returned upon termination of the representation.

3. Billing. Generally, invoices for fees and expenses will be submitted to you monthly and are due upon receipt. If an invoice remains unpaid after thirty (30) days, we will consider it in default, and you agree that we may charge a late fee on all amounts due and owing at the rate of one percent (1%) compounded monthly. By signature below, you agree to pay all fees, costs, and expenses billed by WBA for the legal services. If payments as described above are not paid on a timely basis, WBA may withdraw from the representation in accordance with the Rules of Professional Conduct. In the event that WBA is compelled to resort to collection of your account, which may or may not include litigation, you agree that your obligations to WBA shall include payment of all costs and expenses of such collection efforts, including court fees and costs, attorneys' fees, and out-of-pocket expenses.

4. Attorney-Client Relationship. In performing our services as general counsel to the District, the District will be our client. We will represent the interests of the District, acting through its duly authorized management and at the Board of Trustees' (the "Board" or "Trustees") direction. We do not represent the interests of any of the Board, the Trustees individually, or the District's employees or contractors, if any. Nothing in this engagement agreement and nothing in our statements to you will be construed as a guarantee or promise about the outcome of any matter which WBA may handle on your behalf. Our comments about the outcome of your matters or any phase thereof are expressions of opinion only. Further, neither WBA nor any of its attorneys or employees shall be employed, retained, or otherwise categorized as a "municipal advisor" to the District as such term is defined in the 15 U.S.C. 78o-4(e)(4)(c), as amended by the Dodd/Frank Act (the "Act"), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by WBA or its attorneys regarding the issuance of

securities by the District shall be solely of a “traditional legal nature,” as permitted under the Act. Throughout the attorney-client relationship, the District consents to the use of the District’s name and public information relating to the District’s transactions on WBA’s website or in other marketing materials.

5. Conflicts of Interest. We have performed an internal review for potential conflicts of interest based upon information you have provided to us. The District, together with Power District Public Infrastructure District Nos. 1-13 (with the District, collectively, the “Districts”), were organized to work together to provide the public improvements and services needed for the community. There may be issues on which the Districts have conflicting interests relative to administration, financing, construction, or general operations. Also, due to the fact that special districts are governed by an elected board of trustees, which instructs us regarding the policies it wishes to implement or pursue, policies of a district may change from board to board and conflicts of interest among the Districts can arise accordingly. If a conflict arises, WBA may be required to withdraw from representation of the Districts involved in the disputed issue, and those Districts may need to retain independent counsel regarding the disputed issue.

WBA represents many other local governments and municipal clients that may be viewed as competing with the District. Simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated transactions, does not ordinarily constitute a conflict of interest that requires consent of the respective clients.

6. Document Retention. WBA maintains its client files electronically and ordinarily does not keep separate paper files. We will scan documents you or others send to us related to your work to our electronic file and will ordinarily maintain the electronic version throughout the term of our engagement or, in some instances, while a particular matter or project is pending. Unless you instruct us otherwise, with limited exceptions for certain documents such as original real property deeds and promissory notes, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. Following the conclusion of our services, WBA will provide the District with an electronic copy of the District’s files. The District hereby authorizes WBA to destroy WBA’s electronic copy of the District’s file thirty (30) days after the conclusion of WBA’s services. Please note that if WBA is designated as the public records custodian for the District pursuant to the Government Records Access and Management Act, [Utah Code Section 63G-2-101](#), *et seq.*, WBA will maintain all public records in accordance with any duly approved and adopted retention and destruction policy of the District and the Utah Archives and Records Service or similar regulatory body.

7. Termination. You will have the right to terminate our representation at any time. Whether you terminate the representation, or we terminate the representation for reasons set forth in the Rules of Professional Conduct, including nonpayment of legal fees and expenses, all fees incurred for services rendered through the date of termination, as well as all costs and expenses incurred by us on your behalf, must be paid within ten (10) days of receipt of our final statement. We reserve the right to charge for any extraordinary work required in connection with the orderly transition of pending matters to new counsel. Upon conclusion of our services, whether due to

termination or completion of the work, we will not thereafter be responsible for legal matters for which our services have not been specifically requested and we have agreed to perform in writing.

8. Arbitration of Fee Disputes. If a dispute arises regarding our fees set forth in this engagement letter or any prior engagement letter between you and WBA, any fee dispute will be decided by the Utah Bar Fee Dispute Committee (the “Committee”), in accordance with the rules and procedures used by the Committee. The petitioner shall be responsible for paying the \$10 filing fee for the dispute resolution services provided by the Committee. Each party will pay its own costs and expenses associated with any proceedings before the Committee. By agreeing to participate in the Fee Dispute Program of the Utah State Bar, WBA is not waiving its right to pursue collection efforts if the Fee Dispute Program fails to resolve the matter.

9. Arbitration of Disputes Related to Legal Services. If a dispute or claim of any type or nature arises with respect to services rendered pursuant to this engagement agreement or any prior engagement letter between you and WBA, including, without limitation, a claim for legal malpractice, it will be decided by a single arbitrator to be mutually agreed to by the parties. Notice of the intent to arbitration shall be in accordance with the Utah Uniform Arbitration Act. Each party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Utah law, including all applicable statutes of limitation and other defenses, will apply to the dispute just as if it had been brought in a judicial proceeding. In the absence of an agreement to the contrary, the Utah Rules of Civil Procedure shall apply to the dispute just as if the dispute had been filed in district court. The parties recognize that by agreeing to arbitration as the method for dispute resolution, they: relinquish the right to bring an action in court and seek remedies available in court proceedings, including the extensive discovery rights typically permitted in judicial proceedings; waive the right to a jury trial; acknowledge the arbitrator’s award is not required to include factual findings or legal reasoning; and acknowledge that any party’s right to appeal or seek modification of the award is strictly limited to those allowed by law, and the award is final and binding on the parties.

10. Representative Client Lists. WBA currently maintains a website, firm résumé, and other materials for use with current and potential clients, and for marketing purposes. Execution of this engagement letter provides your consent to WBA’s use of the District’s name as a representative client of WBA on our website, firm résumé, and other materials.

If you are in agreement with the foregoing terms of this engagement and it meets your understanding of the professional relationship we have established, please have an authorized representative of the District sign and return a copy of this letter to our office at your earliest convenience. By signing below, you acknowledge that you have been given the opportunity to discuss this engagement letter with another attorney or any other person of your choosing.

We look forward to working with you and will commit the necessary resources of WBA to meet your needs. Our efforts will always be to ensure that our relationship is based on open and honest communication regarding these matters. If at any time you have questions concerning our representation, please feel free to contact us immediately.

Board of Trustees
Power District Public Infrastructure District No. 4
March 9, 2026
Page 5 of 5

Sincerely,



WBA, PC
Attorneys at Law

BMD:jal

APPROVED, ACCEPTED AND AGREED TO BY:

POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NO. 4

Signature

Printed Name: _____

Position: _____

Date: _____



March 9, 2026

Board of Trustees
Power District Public Infrastructure District No. 5
c/o WBA, PC
139 Hunter's Grove Lane, Suite 200
Lehi, UT 84043

RE: Engagement of WBA, PC

Dear Trustees:

We are pleased to confirm our engagement as general counsel to the Power District Public Infrastructure District No. 5 (the "District").

This engagement letter provides the terms upon which WBA, PC ("WBA") will provide legal services to the District and is intended to formalize our retention as general counsel, as required by the applicable Rules of Professional Conduct. This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings. Additional information about WBA can be found at www.wbapc.com.

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Board of Trustees
Power District Public Infrastructure District No. 5
March 9, 2026
Page 5 of 5

Sincerely,



WBA, PC
Attorneys at Law

BMD:jal

APPROVED, ACCEPTED AND AGREED TO BY:

POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NO. 5

Signature

Printed Name: _____

Position: _____

Date: _____



March 9, 2026

Board of Trustees
Power District Public Infrastructure District No. 6
c/o WBA, PC
139 Hunter's Grove Lane, Suite 200
Lehi, UT 84043

RE: Engagement of WBA, PC

Dear Trustees:

We are pleased to confirm our engagement as general counsel to the Power District Public Infrastructure District No. 6 (the "District").

This engagement letter provides the terms upon which WBA, PC ("WBA") will provide legal services to the District and is intended to formalize our retention as general counsel, as required by the applicable Rules of Professional Conduct. This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings. Additional information about WBA can be found at www.wbapc.com.

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4. Attorney-Client Relationship. In performing our services as general counsel to the District, the District will be our client. We will represent the interests of the District, acting through its duly authorized management and at the Board of Trustees' (the "Board" or "Trustees") direction. We do not represent the interests of any of the Board, the Trustees individually, or the District's employees or contractors, if any. Nothing in this engagement agreement and nothing in our statements to you will be construed as a guarantee or promise about the outcome of any matter which WBA may handle on your behalf. Our comments about the outcome of your matters or any phase thereof are expressions of opinion only. Further, neither WBA nor any of its attorneys or employees shall be employed, retained, or otherwise categorized as a "municipal advisor" to the District as such term is defined in the 15 U.S.C. 78o-4(e)(4)(c), as amended by the Dodd/Frank Act (the "Act"), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by WBA or its attorneys regarding the issuance of

securities by the District shall be solely of a “traditional legal nature,” as permitted under the Act. Throughout the attorney-client relationship, the District consents to the use of the District’s name and public information relating to the District’s transactions on WBA’s website or in other marketing materials.

5. Conflicts of Interest. We have performed an internal review for potential conflicts of interest based upon information you have provided to us. The District, together with Power District Public Infrastructure District Nos. 1-13 (with the District, collectively, the “Districts”), were organized to work together to provide the public improvements and services needed for the community. There may be issues on which the Districts have conflicting interests relative to administration, financing, construction, or general operations. Also, due to the fact that special districts are governed by an elected board of trustees, which instructs us regarding the policies it wishes to implement or pursue, policies of a district may change from board to board and conflicts of interest among the Districts can arise accordingly. If a conflict arises, WBA may be required to withdraw from representation of the Districts involved in the disputed issue, and those Districts may need to retain independent counsel regarding the disputed issue.

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6. Document Retention. WBA maintains its client files electronically and ordinarily does not keep separate paper files. We will scan documents you or others send to us related to your work to our electronic file and will ordinarily maintain the electronic version throughout the term of our engagement or, in some instances, while a particular matter or project is pending. Unless you instruct us otherwise, with limited exceptions for certain documents such as original real property deeds and promissory notes, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. Following the conclusion of our services, WBA will provide the District with an electronic copy of the District’s files. The District hereby authorizes WBA to destroy WBA’s electronic copy of the District’s file thirty (30) days after the conclusion of WBA’s services. Please note that if WBA is designated as the public records custodian for the District pursuant to the Government Records Access and Management Act, [Utah Code Section 63G-2-101](#), *et seq.*, WBA will maintain all public records in accordance with any duly approved and adopted retention and destruction policy of the District and the Utah Archives and Records Service or similar regulatory body.

7. Termination. You will have the right to terminate our representation at any time. Whether you terminate the representation, or we terminate the representation for reasons set forth in the Rules of Professional Conduct, including nonpayment of legal fees and expenses, all fees incurred for services rendered through the date of termination, as well as all costs and expenses incurred by us on your behalf, must be paid within ten (10) days of receipt of our final statement. We reserve the right to charge for any extraordinary work required in connection with the orderly transition of pending matters to new counsel. Upon conclusion of our services, whether due to

termination or completion of the work, we will not thereafter be responsible for legal matters for which our services have not been specifically requested and we have agreed to perform in writing.

8. Arbitration of Fee Disputes. If a dispute arises regarding our fees set forth in this engagement letter or any prior engagement letter between you and WBA, any fee dispute will be decided by the Utah Bar Fee Dispute Committee (the “Committee”), in accordance with the rules and procedures used by the Committee. The petitioner shall be responsible for paying the \$10 filing fee for the dispute resolution services provided by the Committee. Each party will pay its own costs and expenses associated with any proceedings before the Committee. By agreeing to participate in the Fee Dispute Program of the Utah State Bar, WBA is not waiving its right to pursue collection efforts if the Fee Dispute Program fails to resolve the matter.

9. Arbitration of Disputes Related to Legal Services. If a dispute or claim of any type or nature arises with respect to services rendered pursuant to this engagement agreement or any prior engagement letter between you and WBA, including, without limitation, a claim for legal malpractice, it will be decided by a single arbitrator to be mutually agreed to by the parties. Notice of the intent to arbitration shall be in accordance with the Utah Uniform Arbitration Act. Each party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Utah law, including all applicable statutes of limitation and other defenses, will apply to the dispute just as if it had been brought in a judicial proceeding. In the absence of an agreement to the contrary, the Utah Rules of Civil Procedure shall apply to the dispute just as if the dispute had been filed in district court. The parties recognize that by agreeing to arbitration as the method for dispute resolution, they: relinquish the right to bring an action in court and seek remedies available in court proceedings, including the extensive discovery rights typically permitted in judicial proceedings; waive the right to a jury trial; acknowledge the arbitrator’s award is not required to include factual findings or legal reasoning; and acknowledge that any party’s right to appeal or seek modification of the award is strictly limited to those allowed by law, and the award is final and binding on the parties.


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If you are in agreement with the foregoing terms of this engagement and it meets your understanding of the professional relationship we have established, please have an authorized representative of the District sign and return a copy of this letter to our office at your earliest convenience. By signing below, you acknowledge that you have been given the opportunity to discuss this engagement letter with another attorney or any other person of your choosing.

We look forward to working with you and will commit the necessary resources of WBA to meet your needs. Our efforts will always be to ensure that our relationship is based on open and honest communication regarding these matters. If at any time you have questions concerning our representation, please feel free to contact us immediately.

Board of Trustees
Power District Public Infrastructure District No. 6
March 9, 2026
Page 5 of 5

Sincerely,



WBA, PC
Attorneys at Law

BMD:jal

APPROVED, ACCEPTED AND AGREED TO BY:

POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NO. 6

Signature

Printed Name: _____

Position: _____

Date: _____



March 9, 2026

Board of Trustees
Power District Public Infrastructure District No. 7
c/o WBA, PC
139 Hunter's Grove Lane, Suite 200
Lehi, UT 84043

RE: Engagement of WBA, PC

Dear Trustees:

We are pleased to confirm our engagement as general counsel to the Power District Public Infrastructure District No. 7 (the "District").

This engagement letter provides the terms upon which WBA, PC ("WBA") will provide legal services to the District and is intended to formalize our retention as general counsel, as required by the applicable Rules of Professional Conduct. This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings. Additional information about WBA can be found at www.wbapc.com.

1. Personnel. Legal services provided under this engagement may be performed by any lawyer at WBA under the supervision of a WBA attorney licensed in the State of Utah. We will also use paralegals and/or other support staff as we believe to be necessary and effective in providing you with legal services.

2. Fees, Expenses and Retainer. Our fees for services rendered on the District's behalf will be based upon time charged using the hourly rates charged by each attorney or paralegal working on the matter. WBA's legal services are billed on an hourly basis, in increments of one-tenth of an hour, and are not contingent. Some of WBA's services are allocated on an equitable basis to clients who benefit from general legal work by our personnel. Hourly rates for professionals in WBA currently range from \$250.00 to \$575.00 (attorneys), from \$135.00 to \$240.00 (paralegals), and are \$200.00 to \$240.00 for other professionals. Hourly rates are revised periodically to reflect the current cost for delivery of legal services and the fees charged for services under this engagement may change accordingly. Client will be notified in writing of any changes in fees that exceed the ranges set forth above. From time-to-time WBA prepares memoranda, agreements or other documents based upon current legislative, State, and Federal law concerns that are the subject of common interest and benefit to our clients. WBA allocates the fees for this work on an equitable basis to clients who benefit from this legal work by WBA's personnel. Client understands it will be included in this group of clients and will be billed an equitable share for such work unless WBA is notified in writing of Client's desire not to receive this information. WBA contracts with other law firms for the performance of specialized services.

If these services are rendered on behalf of the Client, the fees and costs associated with those services will be reflected on WBA's bill. Client understands it is responsible for any such fees and costs.

In addition to legal fees, WBA also charges for certain out-of-pocket costs incurred by us in representing you. Charges for long-distance telephone calls (domestic only), conference calling services (domestic only), facsimiles (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff, are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other expenses, such as filing and recording fees, computer-assisted research fees, mileage, delivery service fees, travel, meals or hotel accommodation charges, those will be billed separately. These costs are subject to the same payment terms as legal fees and are your responsibility. WBA's policy is to advance or incur expenses on a discretionary basis up to \$1,000.00, subject to your reimbursement of them in the next bill. If an expense exceeds that amount, we will ask you to pay it directly to us in advance or have you contract directly with the vendor.

WBA will not require the payment of a retainer at this time, but we reserve the right to require a retainer if deemed necessary by WBA or if you fail to timely pay invoices. In the event a retainer is collected, fees and costs will be billed against the retainer, and any unused portion of the retainer will be returned upon termination of the representation.

3. Billing. Generally, invoices for fees and expenses will be submitted to you monthly and are due upon receipt. If an invoice remains unpaid after thirty (30) days, we will consider it in default, and you agree that we may charge a late fee on all amounts due and owing at the rate of one percent (1%) compounded monthly. By signature below, you agree to pay all fees, costs, and expenses billed by WBA for the legal services. If payments as described above are not paid on a timely basis, WBA may withdraw from the representation in accordance with the Rules of Professional Conduct. In the event that WBA is compelled to resort to collection of your account, which may or may not include litigation, you agree that your obligations to WBA shall include payment of all costs and expenses of such collection efforts, including court fees and costs, attorneys' fees, and out-of-pocket expenses.

4. Attorney-Client Relationship. In performing our services as general counsel to the District, the District will be our client. We will represent the interests of the District, acting through its duly authorized management and at the Board of Trustees' (the "Board" or "Trustees") direction. We do not represent the interests of any of the Board, the Trustees individually, or the District's employees or contractors, if any. Nothing in this engagement agreement and nothing in our statements to you will be construed as a guarantee or promise about the outcome of any matter which WBA may handle on your behalf. Our comments about the outcome of your matters or any phase thereof are expressions of opinion only. Further, neither WBA nor any of its attorneys or employees shall be employed, retained, or otherwise categorized as a "municipal advisor" to the District as such term is defined in the 15 U.S.C. 78o-4(e)(4)(c), as amended by the Dodd/Frank Act (the "Act"), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by WBA or its attorneys regarding the issuance of

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We look forward to working with you and will commit the necessary resources of WBA to meet your needs. Our efforts will always be to ensure that our relationship is based on open and honest communication regarding these matters. If at any time you have questions concerning our representation, please feel free to contact us immediately.

Board of Trustees
Power District Public Infrastructure District No. 7
March 9, 2026
Page 5 of 5

Sincerely,



WBA, PC
Attorneys at Law

BMD:jal

APPROVED, ACCEPTED AND AGREED TO BY:

POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NO. 7

Signature

Printed Name: _____

Position: _____

Date: _____



March 9, 2026

Board of Trustees
Power District Public Infrastructure District No. 8
c/o WBA, PC
139 Hunter's Grove Lane, Suite 200
Lehi, UT 84043

RE: Engagement of WBA, PC

Dear Trustees:

We are pleased to confirm our engagement as general counsel to the Power District Public Infrastructure District No. 8 (the "District").

This engagement letter provides the terms upon which WBA, PC ("WBA") will provide legal services to the District and is intended to formalize our retention as general counsel, as required by the applicable Rules of Professional Conduct. This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings. Additional information about WBA can be found at www.wbapc.com.

1. Personnel. Legal services provided under this engagement may be performed by any lawyer at WBA under the supervision of a WBA attorney licensed in the State of Utah. We will also use paralegals and/or other support staff as we believe to be necessary and effective in providing you with legal services.

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If these services are rendered on behalf of the Client, the fees and costs associated with those services will be reflected on WBA's bill. Client understands it is responsible for any such fees and costs.

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We look forward to working with you and will commit the necessary resources of WBA to meet your needs. Our efforts will always be to ensure that our relationship is based on open and honest communication regarding these matters. If at any time you have questions concerning our representation, please feel free to contact us immediately.

Board of Trustees
Power District Public Infrastructure District No. 8
March 9, 2026
Page 5 of 5

Sincerely,



WBA, PC
Attorneys at Law

BMD:jal

APPROVED, ACCEPTED AND AGREED TO BY:

POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NO. 8

Signature

Printed Name: _____

Position: _____

Date: _____



March 9, 2026

Board of Trustees
Power District Public Infrastructure District No. 11
c/o WBA, PC
139 Hunter's Grove Lane, Suite 200
Lehi, UT 84043

RE: Engagement of WBA, PC

Dear Trustees:

We are pleased to confirm our engagement as general counsel to the Power District Public Infrastructure District No. 11 (the "District").

This engagement letter provides the terms upon which WBA, PC ("WBA") will provide legal services to the District and is intended to formalize our retention as general counsel, as required by the applicable Rules of Professional Conduct. This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings. Additional information about WBA can be found at www.wbapc.com.

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2. Fees, Expenses and Retainer. Our fees for services rendered on the District's behalf will be based upon time charged using the hourly rates charged by each attorney or paralegal working on the matter. WBA's legal services are billed on an hourly basis, in increments of one-tenth of an hour, and are not contingent. Some of WBA's services are allocated on an equitable basis to clients who benefit from general legal work by our personnel. Hourly rates for professionals in WBA currently range from \$250.00 to \$575.00 (attorneys), from \$135.00 to \$240.00 (paralegals), and are \$200.00 to \$240.00 for other professionals. Hourly rates are revised periodically to reflect the current cost for delivery of legal services and the fees charged for services under this engagement may change accordingly. Client will be notified in writing of any changes in fees that exceed the ranges set forth above. From time-to-time WBA prepares memoranda, agreements or other documents based upon current legislative, State, and Federal law concerns that are the subject of common interest and benefit to our clients. WBA allocates the fees for this work on an equitable basis to clients who benefit from this legal work by WBA's personnel. Client understands it will be included in this group of clients and will be billed an equitable share for such work unless WBA is notified in writing of Client's desire not to receive this information. WBA contracts with other law firms for the performance of specialized services.

If these services are rendered on behalf of the Client, the fees and costs associated with those services will be reflected on WBA's bill. Client understands it is responsible for any such fees and costs.

In addition to legal fees, WBA also charges for certain out-of-pocket costs incurred by us in representing you. Charges for long-distance telephone calls (domestic only), conference calling services (domestic only), facsimiles (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff, are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other expenses, such as filing and recording fees, computer-assisted research fees, mileage, delivery service fees, travel, meals or hotel accommodation charges, those will be billed separately. These costs are subject to the same payment terms as legal fees and are your responsibility. WBA's policy is to advance or incur expenses on a discretionary basis up to \$1,000.00, subject to your reimbursement of them in the next bill. If an expense exceeds that amount, we will ask you to pay it directly to us in advance or have you contract directly with the vendor.

WBA will not require the payment of a retainer at this time, but we reserve the right to require a retainer if deemed necessary by WBA or if you fail to timely pay invoices. In the event a retainer is collected, fees and costs will be billed against the retainer, and any unused portion of the retainer will be returned upon termination of the representation.

3. Billing. Generally, invoices for fees and expenses will be submitted to you monthly and are due upon receipt. If an invoice remains unpaid after thirty (30) days, we will consider it in default, and you agree that we may charge a late fee on all amounts due and owing at the rate of one percent (1%) compounded monthly. By signature below, you agree to pay all fees, costs, and expenses billed by WBA for the legal services. If payments as described above are not paid on a timely basis, WBA may withdraw from the representation in accordance with the Rules of Professional Conduct. In the event that WBA is compelled to resort to collection of your account, which may or may not include litigation, you agree that your obligations to WBA shall include payment of all costs and expenses of such collection efforts, including court fees and costs, attorneys' fees, and out-of-pocket expenses.

4. Attorney-Client Relationship. In performing our services as general counsel to the District, the District will be our client. We will represent the interests of the District, acting through its duly authorized management and at the Board of Trustees' (the "Board" or "Trustees") direction. We do not represent the interests of any of the Board, the Trustees individually, or the District's employees or contractors, if any. Nothing in this engagement agreement and nothing in our statements to you will be construed as a guarantee or promise about the outcome of any matter which WBA may handle on your behalf. Our comments about the outcome of your matters or any phase thereof are expressions of opinion only. Further, neither WBA nor any of its attorneys or employees shall be employed, retained, or otherwise categorized as a "municipal advisor" to the District as such term is defined in the 15 U.S.C. 78o-4(e)(4)(c), as amended by the Dodd/Frank Act (the "Act"), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by WBA or its attorneys regarding the issuance of

securities by the District shall be solely of a “traditional legal nature,” as permitted under the Act. Throughout the attorney-client relationship, the District consents to the use of the District’s name and public information relating to the District’s transactions on WBA’s website or in other marketing materials.

5. Conflicts of Interest. We have performed an internal review for potential conflicts of interest based upon information you have provided to us. The District, together with Power District Public Infrastructure District Nos. 1-13 (with the District, collectively, the “Districts”), were organized to work together to provide the public improvements and services needed for the community. There may be issues on which the Districts have conflicting interests relative to administration, financing, construction, or general operations. Also, due to the fact that special districts are governed by an elected board of trustees, which instructs us regarding the policies it wishes to implement or pursue, policies of a district may change from board to board and conflicts of interest among the Districts can arise accordingly. If a conflict arises, WBA may be required to withdraw from representation of the Districts involved in the disputed issue, and those Districts may need to retain independent counsel regarding the disputed issue.

WBA represents many other local governments and municipal clients that may be viewed as competing with the District. Simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated transactions, does not ordinarily constitute a conflict of interest that requires consent of the respective clients.

6. Document Retention. WBA maintains its client files electronically and ordinarily does not keep separate paper files. We will scan documents you or others send to us related to your work to our electronic file and will ordinarily maintain the electronic version throughout the term of our engagement or, in some instances, while a particular matter or project is pending. Unless you instruct us otherwise, with limited exceptions for certain documents such as original real property deeds and promissory notes, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. Following the conclusion of our services, WBA will provide the District with an electronic copy of the District’s files. The District hereby authorizes WBA to destroy WBA’s electronic copy of the District’s file thirty (30) days after the conclusion of WBA’s services. Please note that if WBA is designated as the public records custodian for the District pursuant to the Government Records Access and Management Act, [Utah Code Section 63G-2-101](#), *et seq.*, WBA will maintain all public records in accordance with any duly approved and adopted retention and destruction policy of the District and the Utah Archives and Records Service or similar regulatory body.

7. Termination. You will have the right to terminate our representation at any time. Whether you terminate the representation, or we terminate the representation for reasons set forth in the Rules of Professional Conduct, including nonpayment of legal fees and expenses, all fees incurred for services rendered through the date of termination, as well as all costs and expenses incurred by us on your behalf, must be paid within ten (10) days of receipt of our final statement. We reserve the right to charge for any extraordinary work required in connection with the orderly transition of pending matters to new counsel. Upon conclusion of our services, whether due to

termination or completion of the work, we will not thereafter be responsible for legal matters for which our services have not been specifically requested and we have agreed to perform in writing.

8. Arbitration of Fee Disputes. If a dispute arises regarding our fees set forth in this engagement letter or any prior engagement letter between you and WBA, any fee dispute will be decided by the Utah Bar Fee Dispute Committee (the “Committee”), in accordance with the rules and procedures used by the Committee. The petitioner shall be responsible for paying the \$10 filing fee for the dispute resolution services provided by the Committee. Each party will pay its own costs and expenses associated with any proceedings before the Committee. By agreeing to participate in the Fee Dispute Program of the Utah State Bar, WBA is not waiving its right to pursue collection efforts if the Fee Dispute Program fails to resolve the matter.

9. Arbitration of Disputes Related to Legal Services. If a dispute or claim of any type or nature arises with respect to services rendered pursuant to this engagement agreement or any prior engagement letter between you and WBA, including, without limitation, a claim for legal malpractice, it will be decided by a single arbitrator to be mutually agreed to by the parties. Notice of the intent to arbitration shall be in accordance with the Utah Uniform Arbitration Act. Each party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Utah law, including all applicable statutes of limitation and other defenses, will apply to the dispute just as if it had been brought in a judicial proceeding. In the absence of an agreement to the contrary, the Utah Rules of Civil Procedure shall apply to the dispute just as if the dispute had been filed in district court. The parties recognize that by agreeing to arbitration as the method for dispute resolution, they: relinquish the right to bring an action in court and seek remedies available in court proceedings, including the extensive discovery rights typically permitted in judicial proceedings; waive the right to a jury trial; acknowledge the arbitrator’s award is not required to include factual findings or legal reasoning; and acknowledge that any party’s right to appeal or seek modification of the award is strictly limited to those allowed by law, and the award is final and binding on the parties.

10. Representative Client Lists. WBA currently maintains a website, firm résumé, and other materials for use with current and potential clients, and for marketing purposes. Execution of this engagement letter provides your consent to WBA’s use of the District’s name as a representative client of WBA on our website, firm résumé, and other materials.

If you are in agreement with the foregoing terms of this engagement and it meets your understanding of the professional relationship we have established, please have an authorized representative of the District sign and return a copy of this letter to our office at your earliest convenience. By signing below, you acknowledge that you have been given the opportunity to discuss this engagement letter with another attorney or any other person of your choosing.

We look forward to working with you and will commit the necessary resources of WBA to meet your needs. Our efforts will always be to ensure that our relationship is based on open and honest communication regarding these matters. If at any time you have questions concerning our representation, please feel free to contact us immediately.

Board of Trustees
Power District Public Infrastructure District No. 11
March 9, 2026
Page 5 of 5

Sincerely,



WBA, PC
Attorneys at Law

BMD:jal

APPROVED, ACCEPTED AND AGREED TO BY:

POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NO. 11

Signature

Printed Name: _____

Position: _____

Date: _____



March 9, 2026

Board of Trustees
Power District Public Infrastructure District No. 12
c/o WBA, PC
139 Hunter's Grove Lane, Suite 200
Lehi, UT 84043

RE: Engagement of WBA, PC

Dear Trustees:

We are pleased to confirm our engagement as general counsel to the Power District Public Infrastructure District No. 12 (the "District").

This engagement letter provides the terms upon which WBA, PC ("WBA") will provide legal services to the District and is intended to formalize our retention as general counsel, as required by the applicable Rules of Professional Conduct. This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings. Additional information about WBA can be found at www.wbapc.com.

1. Personnel. Legal services provided under this engagement may be performed by any lawyer at WBA under the supervision of a WBA attorney licensed in the State of Utah. We will also use paralegals and/or other support staff as we believe to be necessary and effective in providing you with legal services.

2. Fees, Expenses and Retainer. Our fees for services rendered on the District's behalf will be based upon time charged using the hourly rates charged by each attorney or paralegal working on the matter. WBA's legal services are billed on an hourly basis, in increments of one-tenth of an hour, and are not contingent. Some of WBA's services are allocated on an equitable basis to clients who benefit from general legal work by our personnel. Hourly rates for professionals in WBA currently range from \$250.00 to \$575.00 (attorneys), from \$135.00 to \$240.00 (paralegals), and are \$200.00 to \$240.00 for other professionals. Hourly rates are revised periodically to reflect the current cost for delivery of legal services and the fees charged for services under this engagement may change accordingly. Client will be notified in writing of any changes in fees that exceed the ranges set forth above. From time-to-time WBA prepares memoranda, agreements or other documents based upon current legislative, State, and Federal law concerns that are the subject of common interest and benefit to our clients. WBA allocates the fees for this work on an equitable basis to clients who benefit from this legal work by WBA's personnel. Client understands it will be included in this group of clients and will be billed an equitable share for such work unless WBA is notified in writing of Client's desire not to receive this information. WBA contracts with other law firms for the performance of specialized services.

If these services are rendered on behalf of the Client, the fees and costs associated with those services will be reflected on WBA's bill. Client understands it is responsible for any such fees and costs.

In addition to legal fees, WBA also charges for certain out-of-pocket costs incurred by us in representing you. Charges for long-distance telephone calls (domestic only), conference calling services (domestic only), facsimiles (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff, are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other expenses, such as filing and recording fees, computer-assisted research fees, mileage, delivery service fees, travel, meals or hotel accommodation charges, those will be billed separately. These costs are subject to the same payment terms as legal fees and are your responsibility. WBA's policy is to advance or incur expenses on a discretionary basis up to \$1,000.00, subject to your reimbursement of them in the next bill. If an expense exceeds that amount, we will ask you to pay it directly to us in advance or have you contract directly with the vendor.

WBA will not require the payment of a retainer at this time, but we reserve the right to require a retainer if deemed necessary by WBA or if you fail to timely pay invoices. In the event a retainer is collected, fees and costs will be billed against the retainer, and any unused portion of the retainer will be returned upon termination of the representation.

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4. Attorney-Client Relationship. In performing our services as general counsel to the District, the District will be our client. We will represent the interests of the District, acting through its duly authorized management and at the Board of Trustees' (the "Board" or "Trustees") direction. We do not represent the interests of any of the Board, the Trustees individually, or the District's employees or contractors, if any. Nothing in this engagement agreement and nothing in our statements to you will be construed as a guarantee or promise about the outcome of any matter which WBA may handle on your behalf. Our comments about the outcome of your matters or any phase thereof are expressions of opinion only. Further, neither WBA nor any of its attorneys or employees shall be employed, retained, or otherwise categorized as a "municipal advisor" to the District as such term is defined in the 15 U.S.C. 78o-4(e)(4)(c), as amended by the Dodd/Frank Act (the "Act"), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by WBA or its attorneys regarding the issuance of

securities by the District shall be solely of a “traditional legal nature,” as permitted under the Act. Throughout the attorney-client relationship, the District consents to the use of the District’s name and public information relating to the District’s transactions on WBA’s website or in other marketing materials.

5. Conflicts of Interest. We have performed an internal review for potential conflicts of interest based upon information you have provided to us. The District, together with Power District Public Infrastructure District Nos. 1-13 (with the District, collectively, the “Districts”), were organized to work together to provide the public improvements and services needed for the community. There may be issues on which the Districts have conflicting interests relative to administration, financing, construction, or general operations. Also, due to the fact that special districts are governed by an elected board of trustees, which instructs us regarding the policies it wishes to implement or pursue, policies of a district may change from board to board and conflicts of interest among the Districts can arise accordingly. If a conflict arises, WBA may be required to withdraw from representation of the Districts involved in the disputed issue, and those Districts may need to retain independent counsel regarding the disputed issue.

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7. Termination. You will have the right to terminate our representation at any time. Whether you terminate the representation, or we terminate the representation for reasons set forth in the Rules of Professional Conduct, including nonpayment of legal fees and expenses, all fees incurred for services rendered through the date of termination, as well as all costs and expenses incurred by us on your behalf, must be paid within ten (10) days of receipt of our final statement. We reserve the right to charge for any extraordinary work required in connection with the orderly transition of pending matters to new counsel. Upon conclusion of our services, whether due to

termination or completion of the work, we will not thereafter be responsible for legal matters for which our services have not been specifically requested and we have agreed to perform in writing.

8. Arbitration of Fee Disputes. If a dispute arises regarding our fees set forth in this engagement letter or any prior engagement letter between you and WBA, any fee dispute will be decided by the Utah Bar Fee Dispute Committee (the “Committee”), in accordance with the rules and procedures used by the Committee. The petitioner shall be responsible for paying the \$10 filing fee for the dispute resolution services provided by the Committee. Each party will pay its own costs and expenses associated with any proceedings before the Committee. By agreeing to participate in the Fee Dispute Program of the Utah State Bar, WBA is not waiving its right to pursue collection efforts if the Fee Dispute Program fails to resolve the matter.

9. Arbitration of Disputes Related to Legal Services. If a dispute or claim of any type or nature arises with respect to services rendered pursuant to this engagement agreement or any prior engagement letter between you and WBA, including, without limitation, a claim for legal malpractice, it will be decided by a single arbitrator to be mutually agreed to by the parties. Notice of the intent to arbitration shall be in accordance with the Utah Uniform Arbitration Act. Each party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Utah law, including all applicable statutes of limitation and other defenses, will apply to the dispute just as if it had been brought in a judicial proceeding. In the absence of an agreement to the contrary, the Utah Rules of Civil Procedure shall apply to the dispute just as if the dispute had been filed in district court. The parties recognize that by agreeing to arbitration as the method for dispute resolution, they: relinquish the right to bring an action in court and seek remedies available in court proceedings, including the extensive discovery rights typically permitted in judicial proceedings; waive the right to a jury trial; acknowledge the arbitrator’s award is not required to include factual findings or legal reasoning; and acknowledge that any party’s right to appeal or seek modification of the award is strictly limited to those allowed by law, and the award is final and binding on the parties.

10. Representative Client Lists. WBA currently maintains a website, firm résumé, and other materials for use with current and potential clients, and for marketing purposes. Execution of this engagement letter provides your consent to WBA’s use of the District’s name as a representative client of WBA on our website, firm résumé, and other materials.

If you are in agreement with the foregoing terms of this engagement and it meets your understanding of the professional relationship we have established, please have an authorized representative of the District sign and return a copy of this letter to our office at your earliest convenience. By signing below, you acknowledge that you have been given the opportunity to discuss this engagement letter with another attorney or any other person of your choosing.

We look forward to working with you and will commit the necessary resources of WBA to meet your needs. Our efforts will always be to ensure that our relationship is based on open and honest communication regarding these matters. If at any time you have questions concerning our representation, please feel free to contact us immediately.

Board of Trustees
Power District Public Infrastructure District No. 12
March 9, 2026
Page 5 of 5

Sincerely,



WBA, PC
Attorneys at Law

BMD:jal

APPROVED, ACCEPTED AND AGREED TO BY:

POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NO. 12

Signature

Printed Name: _____

Position: _____

Date: _____

**JOINT RESOLUTION
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 5-8 AND 12**

ADOPTING A CONFLICT OF INTEREST POLICY

WHEREAS, the Power District Public Infrastructure District Nos. 5-8 and 12 (each a “**District**”, collectively the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “**Utah Code**”) as amended from time to time and any successor statute thereto and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953; and

WHEREAS, pursuant to [Utah Code Section 67-16-9](#) no public officer or public employe shall have personal investments in any business entity which will create a substantial conflict of interest between his or her private interest and his or her public duties; and

WHEREAS, the Boards of Trustees of the District (each a “**Board**”, collectively the “**Boards**”) desires to adopt a conflict of interest policy as set forth in this resolution to provide guidance and procedures for conflicts of interest.

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

1. **Overview.** The District’s officers individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Officers must avoid even the appearance of impropriety to ensure and maintain public confidence in the District. Officers owe a fiduciary duty to the District and must not act in a manner that is contrary to that duty or to the interests of the District. Officers must place the interests of the District over their own personal interests with respect to the governance, policy, strategic direction and operations of the District.

2. **Policy.** It is the intent of the Board to meet and exceed those protections against conflicts of interest contained in State law. Under this policy, a conflict of interest arises when an officer has a personal interest in a matter that is or may be in conflict with or contrary to the District’s interests and objectives to such an extent that the officer is or may not be able to exercise independent and objective judgment within the context of the best interest of the District. For the purposes of this policy, an officer’s “personal interest” includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated.

3. The following provisions shall serve as a guide to officers with respect to the affairs of the District:

- a. The District’s officers shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote,

action, or judgment, or be considered as part of a reward for action or inaction. Officers are required to submit a report to the District of the actual or estimated value of any gifts or casual entertainment received as an officer that exceeds \$50.00.

- b. The complete confidentiality of proprietary business information must be respected at all times. Officers are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the District, or to individually conduct negotiations or make contacts or inquiries on behalf of the District unless officially designated by the Board.
- c. Officers are prohibited from acquiring or having a financial interest in any property that the District acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the District does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the District and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the District is prohibited if this interest or relationship might tend to impair the ability of the officers to be independent and objective in his or her service to the District.
- d. If members of the immediate family of an officer have a financial interest as specified above, such interest shall be fully disclosed to the Board of Trustees which shall decide if such interest should prevent the District from entering into a particular transaction, purchase, or engagement of services. The term “immediate family” means officer’s spouse, parent, dependent children, and other dependent relatives.
- e. When a conflict of interest exists, the officer shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
- f. Officers may not realize, seek, or acquire a personal interest in a business that does business with the District.
- g. Officers shall complete a Conflict of Interest Disclosure Form annually by the end of January. This Form shall be signed and notarized. Completed Forms shall be submitted to the Recording Secretary and made available to the public upon request.
- h. The Recording Secretary shall provide copies of all completed Forms to the Board Chair at the end of January each year.
- i. The Board Chair shall review all completed forms and consider the disclosures. The Board Chair should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the District.

ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 5-8
AND 12**, quasi-municipal corporations and
political subdivisions of the State of Utah

By: _____
Officer of the Districts

Attest:

By: _____

**JOINT RESOLUTION
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 4 AND 11**

ADOPTING A CONFLICT OF INTEREST POLICY

WHEREAS, the Power District Public Infrastructure District Nos. 4 and 11 (each a “**District**”, collectively the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “**Utah Code**”) as amended from time to time and any successor statute thereto and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953; and

WHEREAS, pursuant to [Utah Code Section 67-16-9](#) no public officer or public employe shall have personal investments in any business entity which will create a substantial conflict of interest between his or her private interest and his or her public duties; and

WHEREAS, the Boards of Trustees of the District (each a “**Board**”, collectively the “**Boards**”) desires to adopt a conflict of interest policy as set forth in this resolution to provide guidance and procedures for conflicts of interest.

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

1. **Overview.** The District’s officers individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Officers must avoid even the appearance of impropriety to ensure and maintain public confidence in the District. Officers owe a fiduciary duty to the District and must not act in a manner that is contrary to that duty or to the interests of the District. Officers must place the interests of the District over their own personal interests with respect to the governance, policy, strategic direction and operations of the District.

2. **Policy.** It is the intent of the Board to meet and exceed those protections against conflicts of interest contained in State law. Under this policy, a conflict of interest arises when an officer has a personal interest in a matter that is or may be in conflict with or contrary to the District’s interests and objectives to such an extent that the officer is or may not be able to exercise independent and objective judgment within the context of the best interest of the District. For the purposes of this policy, an officer’s “personal interest” includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated.

3. The following provisions shall serve as a guide to officers with respect to the affairs of the District:

- a. The District’s officers shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote,

action, or judgment, or be considered as part of a reward for action or inaction. Officers are required to submit a report to the District of the actual or estimated value of any gifts or casual entertainment received as an officer that exceeds \$50.00.

- b. The complete confidentiality of proprietary business information must be respected at all times. Officers are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the District, or to individually conduct negotiations or make contacts or inquiries on behalf of the District unless officially designated by the Board.
- c. Officers are prohibited from acquiring or having a financial interest in any property that the District acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the District does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the District and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the District is prohibited if this interest or relationship might tend to impair the ability of the officers to be independent and objective in his or her service to the District.
- d. If members of the immediate family of an officer have a financial interest as specified above, such interest shall be fully disclosed to the Board of Trustees which shall decide if such interest should prevent the District from entering into a particular transaction, purchase, or engagement of services. The term “immediate family” means officer’s spouse, parent, dependent children, and other dependent relatives.
- e. When a conflict of interest exists, the officer shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
- f. Officers may not realize, seek, or acquire a personal interest in a business that does business with the District.
- g. Officers shall complete a Conflict of Interest Disclosure Form annually by the end of January. This Form shall be signed and notarized. Completed Forms shall be submitted to the Recording Secretary and made available to the public upon request.
- h. The Recording Secretary shall provide copies of all completed Forms to the Board Chair at the end of January each year.
- i. The Board Chair shall review all completed forms and consider the disclosures. The Board Chair should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the District.

ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 4 AND
11, quasi-municipal corporations and political
subdivisions of the State of Utah**

By: _____
Officer of the Districts

Attest:

By: _____

JOINT RESOLUTION
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 5-8 AND 12
ADOPTING RULES OF ORDER AND PROCEDURE TO GOVERN PUBLIC
MEETINGS

WHEREAS, the Power District Public Infrastructure District Nos. 5-8 and 12 (each a “**District**”, collectively the “**Districts**”), are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “**Utah Code**”) as amended from time to time and any successor statute thereto and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953; and

WHEREAS, each District’s Board of Trustees (a “**Board**”, collectively the “**Boards**”) is obligated under [Utah Code Sections 17D-4-103\(1\)\(b\)](#) and [17B-1-310\(3\)\(b\)](#) to adopt rules of order and procedure; and

WHEREAS, the Districts wish to adopt rules of order and procedure.

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

RULE NO. 1

The Districts will comply with all required procedures that are stated in the Open and Public Meetings Act and other related provisions of the Utah Code.

RULE NO. 2

An item may be placed on the agenda by any member of the Board, or by a person acting at their direction or with their consent. The agenda for a meeting will be the guide to the meeting. If matters come up for discussion that are not on the agenda, no final action can be taken on any matter not on the agenda.

RULE NO. 3

The Districts’ Chair (or an authorized person conducting a meeting on the Chair’s behalf or in the chair’s absence), will open and introduce an item on the agenda in order, unless the chair or authorized person determines that there is a good reason to consider agenda items out of order. If an agenda item is one that requires discussion, the Boards can consider and discuss the item in a polite, civil, free-for-all type exchange of ideas for as long as they believe to be necessary. When the Chair or authorized person believes that a discussion has gone on long enough, and the item is one that requires a decision of the Board, the Chair or authorized person can ask for vote on the matter. Any member of the Board who has had enough of the discussion can at any time also ask the Chair or authorized person either to move on to the next item or call for a vote on the item. If a majority of the Board agree, the Chair or authorized person shall call for a vote or move on to

the next item as appropriate. No formal motions or seconds are required or necessary for such a request.

RULE NO. 4

Each Board of Trustees shall treat each other with respect and act at all times during the meeting in a civil and courteous manner to each other and the public.

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ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 5-8
AND 12,** quasi-municipal corporations and
political subdivisions of the State of Utah

By: _____
Officer of the Districts

Attest:

By: _____

JOINT RESOLUTION
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 4 AND 11
ADOPTING RULES OF ORDER AND PROCEDURE TO GOVERN PUBLIC
MEETINGS

WHEREAS, the Power District Public Infrastructure District Nos. 4 and 11 (each a “**District**”, collectively the “**Districts**”), are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “**Utah Code**”) as amended from time to time and any successor statute thereto and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953; and

WHEREAS, each District’s Board of Trustees (a “**Board**”, collectively the “**Boards**”) is obligated under [Utah Code Sections 17D-4-103\(1\)\(b\)](#) and [17B-1-310\(3\)\(b\)](#) to adopt rules of order and procedure; and

WHEREAS, the Districts wish to adopt rules of order and procedure.

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

RULE NO. 1

The Districts will comply with all required procedures that are stated in the Open and Public Meetings Act and other related provisions of the Utah Code.

RULE NO. 2

An item may be placed on the agenda by any member of the Board, or by a person acting at their direction or with their consent. The agenda for a meeting will be the guide to the meeting. If matters come up for discussion that are not on the agenda, no final action can be taken on any matter not on the agenda.

RULE NO. 3

The Districts’ Chair (or an authorized person conducting a meeting on the Chair’s behalf or in the chair’s absence), will open and introduce an item on the agenda in order, unless the chair or authorized person determines that there is a good reason to consider agenda items out of order. If an agenda item is one that requires discussion, the Boards can consider and discuss the item in a polite, civil, free-for-all type exchange of ideas for as long as they believe to be necessary. When the Chair or authorized person believes that a discussion has gone on long enough, and the item is one that requires a decision of the Board, the Chair or authorized person can ask for vote on the matter. Any member of the Board who has had enough of the discussion can at any time also ask the Chair or authorized person either to move on to the next item or call for a vote on the item. If a majority of the Board agree, the Chair or authorized person shall call for a vote or move on to

the next item as appropriate. No formal motions or seconds are required or necessary for such a request.

RULE NO. 4

Each Board of Trustees shall treat each other with respect and act at all times during the meeting in a civil and courteous manner to each other and the public.

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

ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 4 AND
11, quasi-municipal corporations and political
subdivisions of the State of Utah**

By: _____
Officer of the Districts

Attest:

By: _____

JOINT RESOLUTION
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 5-8 AND 12
ADOPTING WRITTEN PROCEDURES GOVERNING ELECTRONIC MEETINGS

WHEREAS, the Power District Public Infrastructure District Nos. 5-8 and 12 (each a “**District**”, collectively the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended from time to time and any successor statute thereto; and

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

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

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

1. **Definitions.** Words used in this policy have the meanings provided in Title 52, Chapter 4, Open and Public Meetings Act, Utah Code 1953.
2. **Notice of Electronic Meetings.** The Boards may convene and conduct an electronic meeting pursuant to the following procedures:
 - a. Public notice will be given in accordance with [Utah Code Section 52-4-202](#), as may be amended from time to time; and
 - b. Notice of the electronic meeting will be provided to the Boards at least 24 hours before the meeting so that they may participate and be counted as present for all purposes, including the determination that a quorum is present.
3. **Establishment of an Anchor Location for Electronic Meetings.**
 - a. The Boards hereby establish the following possible anchor locations for any electronic meetings: 139 Hunter’s Grv Ln., Suite 200, Lehi, UT 84043 ; or any other location as specified in the meeting notice.
 - b. Space and facilities at the anchor location will be provided, so that interested persons and the public may attend and monitor the open portions of the electronic meeting.
 - c. If the electronic meeting is a public hearing, space and facilities at the anchor location will be provided by the Districts, so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.
 - d. The Districts may hold an electronic meeting without any Trustees physically present at the anchor location, provided someone representing the Districts is present at the anchor location to assist members of the public who may attend

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

4. Procedures for Electronic Meetings.

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

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

ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 5-8
AND 12**, quasi-municipal corporations and
political subdivisions of the State of Utah

By: _____
Officer of the Districts

Attest:

By: _____

JOINT RESOLUTION
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 4 AND 11
ADOPTING WRITTEN PROCEDURES GOVERNING ELECTRONIC MEETINGS

WHEREAS, the Power District Public Infrastructure District Nos. 4 and 11 (each a “**District**”, collectively the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended from time to time and any successor statute thereto; and

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

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

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

1. **Definitions.** Words used in this policy have the meanings provided in Title 52, Chapter 4, Open and Public Meetings Act, Utah Code 1953.
2. **Notice of Electronic Meetings.** The Boards may convene and conduct an electronic meeting pursuant to the following procedures:
 - a. Public notice will be given in accordance with [Utah Code Section 52-4-202](#), as may be amended from time to time; and
 - b. Notice of the electronic meeting will be provided to the Boards at least 24 hours before the meeting so that they may participate and be counted as present for all purposes, including the determination that a quorum is present.
3. **Establishment of an Anchor Location for Electronic Meetings.**
 - a. The Boards hereby establish the following possible anchor locations for any electronic meetings: 139 Hunter’s Grv Ln., Suite 200, Lehi, UT 84043 ; or any other location as specified in the meeting notice.
 - b. Space and facilities at the anchor location will be provided, so that interested persons and the public may attend and monitor the open portions of the electronic meeting.
 - c. If the electronic meeting is a public hearing, space and facilities at the anchor location will be provided by the Districts, so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.
 - d. The Districts may hold an electronic meeting without any Trustees physically present at the anchor location, provided someone representing the Districts is present at the anchor location to assist members of the public who may attend

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

4. Procedures for Electronic Meetings.

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

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ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 4 AND
11, quasi-municipal corporations and political
subdivisions of the State of Utah**

By: _____
Officer of the Districts

Attest:

By: _____

**JOINT RESOLUTION
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 5-8 AND 12**

ADOPTING A PUBLIC RECORDS POLICY

WHEREAS, the Power District Public Infrastructure District Nos. 5-8 and 12 (each a “**District**”, collectively the “**Districts**”), are quasi-municipal corporation and political subdivision of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended from time to time and any successor statute thereto; and

WHEREAS, governmental entities should adopt a records policy that is consistent with Utah’s Government Records Access Management Act; and

WHEREAS, the Districts wish to adopt a records policy in conformity with Utah’s Government Records Access Management Act.

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

1. **Government Records Access and Management Act.** The Districts are subject to the Utah Government Records Access and Management Act (“**GRAMA**”). GRAMA provides the basis for each District’s information practices including classification, designation, access, denials, segregation, appeals, management, retention and amendment of records. The Districts adopt GRAMA’s standards for classification and designation of its records as public, private, controlled or protected.

2. **Executive/Chief Administrative Officer.** For all purposes under GRAMA, the District’s Chair shall be considered the District’s chief administrative officer.

3. **Records Officer.** For all purposes under GRAMA, the Districts’ Recording Secretary shall be considered the records officer of each District, or in other words, the individual responsible to work with state archives in the care, maintenance, scheduling, designation, classification, disposal, and preservation of records.

4. **Fees.** The Districts shall charge and collect those costs and fees allowed by GRAMA for responding to a request for a record, specifically including but not limited to those in GRAMA. The Chair may set the amounts of any such costs and fees, or waive any cost or fee in accordance with GRAMA.

5. **Requests for Records.** A request for a District record must be directed to Power District Public Infrastructure District Nos. 5-8 and 12, Attn: District Recording Secretary/Records Officer, c/o WBA, PC, 2154 East Commons Avenue, Suite 2000, Centennial, CO 80122.

6. **Appeal.** Any appeal from a determination must be filed by mailing it to Power District Public Infrastructure District Nos. 5-8 and 12, Attn: Boards of Trustees, c/o WBA, PC, 2154 East Commons Avenue, Suite 2000, Centennial, CO 80122.

7. **Requirement for Receiving or Retaining Records.** Notwithstanding the foregoing, the Districts shall retain all public records that the Districts are required by law to prepare and retain, including but not limited to meeting agendas, minutes, and notices. Further, the Districts are considered to have received and retained a document if it is considered and approved in a public meeting of the board of trustees of each District. The Districts shall not, without the written approval of each District's Chair, be deemed to have received or retained any book, letter, document, paper, map, plan, photograph, film, card, tape, recording, electronic data, or other documentary material regardless of physical form or characteristics, which is not expressly required by law to be retained by the Districts.

8. **Trade Secrets and Commercial Information.** The entire purpose of the Districts is to finance and construct public improvements in connection with development in the Utah Fairpark Area Investment and Restoration District, located in Salt Lake County, Utah. The Districts could potentially receive documents that would constitute trade secrets under [Utah Code Section 13-24-2](#) or commercial information (collectively "**Commercial Records**"). Notwithstanding Section 7 above, if the Districts receive and retain Commercial Records, and the Districts have received the information required under [Utah Code Section 63G-2-309\(1\)\(a\)\(i\)](#) related to the Commercial Records, the Commercial Records are considered "protected records" under GRAMA.

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ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 5-8
AND 12,** quasi-municipal corporations and
political subdivisions of the State of Utah

By: _____
Officer of the Districts

Attest:

By: _____

**JOINT RESOLUTION
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 4 AND 11
ADOPTING A PUBLIC RECORDS POLICY**

WHEREAS, the Power District Public Infrastructure District Nos. 4 and 11 (each a “**District**”, collectively the “**Districts**”), are quasi-municipal corporation and political subdivision of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended from time to time and any successor statute thereto; and

WHEREAS, governmental entities should adopt a records policy that is consistent with Utah’s Government Records Access Management Act; and

WHEREAS, the Districts wish to adopt a records policy in conformity with Utah’s Government Records Access Management Act.

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

1. **Government Records Access and Management Act.** The Districts are subject to the Utah Government Records Access and Management Act (“**GRAMA**”). GRAMA provides the basis for each District’s information practices including classification, designation, access, denials, segregation, appeals, management, retention and amendment of records. The Districts adopt GRAMA’s standards for classification and designation of its records as public, private, controlled or protected.

2. **Executive/Chief Administrative Officer.** For all purposes under GRAMA, the District’s Chair shall be considered the District’s chief administrative officer.

3. **Records Officer.** For all purposes under GRAMA, the Districts’ Recording Secretary shall be considered the records officer of each District, or in other words, the individual responsible to work with state archives in the care, maintenance, scheduling, designation, classification, disposal, and preservation of records.

4. **Fees.** The Districts shall charge and collect those costs and fees allowed by GRAMA for responding to a request for a record, specifically including but not limited to those in GRAMA. The Chair may set the amounts of any such costs and fees, or waive any cost or fee in accordance with GRAMA.

5. **Requests for Records.** A request for a District record must be directed to Power District Public Infrastructure District Nos. 4 and 11, Attn: District Recording Secretary/Records Officer, c/o WBA, PC, 2154 East Commons Avenue, Suite 2000, Centennial, CO 80122.

6. **Appeal.** Any appeal from a determination must be filed by mailing it to Power District Public Infrastructure District Nos. 4 and 11, Attn: Boards of Trustees, c/o WBA, PC, 2154 East Commons Avenue, Suite 2000, Centennial, CO 80122.

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ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 4 AND
11, quasi-municipal corporations and political
subdivisions of the State of Utah**

By: _____
Officer of the Districts

Attest:

By: _____

**POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 5-8 AND 12
JOINT ANNUAL ADMINISTRATIVE RESOLUTION
(2026)**

WHEREAS, Power District Public Infrastructure District Nos. 5-8 and 12 (each a “**District**” herein shall mean a reference to each of the Districts individually) quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “**Utah Code**”) as amended from time to time and any successor statute thereto and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953; and

WHEREAS, the Board of Trustees of the District (each reference to a “**Board**” herein shall mean a reference to each of the Boards of Trustees individually) has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its members and consultants to take the following actions.

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

- 1. Annual Registration with Lieutenant Governor.** The Board directs the District’s legal counsel to complete the required Local Government and Limited Purpose Entity Registration with the Lieutenant Governor’s Office no later than July 1st of each year following the issuance of a Certificate of Incorporation in accordance with [Utah Code Section 67-1a-15](#), and to notify the Lieutenant Governor’s Office of any changes to this information within 30 days of such changes.
- 2. District Contact Information.** The Board directs the District’s legal counsel to post the name, phone number, and email address of each member of the Board to the Public Notice Website within 30 days of the trustee taking office and whenever the contact information changes, in accordance with [Utah Code Section 17B-1-303](#).
- 3. Annual Report.** The Board directs the District’s legal counsel to file the annual report with the Utah Fairpark Area Investment and Restoration District, as outlined in the District’s Governing Document and pursuant to [Utah Code Section 17D-4-205](#).
- 4. Trustee Training – Board Member.** Pursuant to [Utah Code Section 17B-1-312](#) each member of the Board shall, within one year after taking office, complete training developed by the Office of the State Auditor in cooperation with the Utah Association of Special Districts, and provide certification thereof to the Recording Secretary. An online training course that fulfills this requirement is available at training.auditor.utah.gov.
- 5. Trustee Training – Open Meeting.** Pursuant to [Utah Code Section 52-4-104](#), each Trustee shall, not more than once per year, complete the training provided by the State Auditor on the requirements of the Open and Public Meetings Act, and provide certification thereof to the Recording Secretary.
- 6. Trustee Training - GRAMA (Records Officer).** Pursuant to [Utah Code Section 63G-2-108](#) the District Clerk/Secretary shall complete annually, an online training course in order

to receive the required certification in GRAMA. This training can be accessed online at archives.utah.gov/rim/certification.html.

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

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

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

10. Ethical Conduct Acknowledgment – Annual Requirement. Each Trustee shall annually sign an Ethical Conduct Acknowledgment confirming review of the District’s Ethical Behavior and Conflict of Interest Policies, and file their signed Acknowledgement with the Recording Secretary at the end of January of each year.

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

Chair:	[_____]
Treasurer:	[_____]
Clerk:	[_____]
Recording Secretary:	[_____]
Records Officer:	[_____]
Chief Administrator Officer	[Chair][_____]
Chief Financial Officer	[Treasurer]

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

13. Infrastructure Acquisition and Reimbursement Agreement. The Board acknowledges its intent to enter into an Infrastructure Acquisition and Reimbursement Agreement (“IARA”) with the project developer to establish the procedures for review, certification, and reimbursement of District-eligible public infrastructure costs consistent with the Public

Infrastructure District Act and the District's Governing Document. The Board directs District Counsel, in coordination with the District Engineer and District Accountant, to prepare and negotiate the form of the IARA for future presentation to and approval by the Board.

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

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

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

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

16. Anchor Locations. Pursuant to [Utah Code Section 52-4-101](#), *et seq.* and 52-4-207, and the District's Resolution Adopting Written Procedures Governing Electronic Meetings, the Board determines to establish the following primary anchor location(s): 139 Hunter's Grv Ln., Suite 200, Lehi, UT 84043. If an additional or alternative anchor location is to be used for a Board meeting, such location shall be identified in the public notice of the meeting in accordance with Utah Code Sections 52-4-201 and 52-4-207.

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

18. Regular Meeting Schedule. Pursuant to [Utah Code Section 52-4-202\(2\)\(a\)](#), the Boards determine to hold regular meetings on January __ (during last two weeks of the month), April __ (during last two weeks of the month), July __ (during last two weeks of the month), October __ (during last two weeks of the month), and November __ (during first two weeks of the month) at [time]. All notices of meetings shall designate whether such meeting will be held by

electronic means, at an anchor location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

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

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

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

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

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

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

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

26. Budget Hearing Posting Requirement. Following adoption of a tentative budget, and no less than seven days prior to the public hearing on the adoption of a final budget, the Board shall make available a copy of the tentative budget pursuant to [Utah Code Section 17B-1-](#)

[608\(2\)\(b\)](#), and the District shall publish the tentative budget as a class A notice under [Utah Code Section 63G-30-102](#) for at least seven days. Pursuant to [Utah Code Section 17-B-608\(3\)](#), the tentative budget notice is exempt from the physical posting requirement described in [Utah Code Section 63G-30-102\(1\)\(c\)](#).

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

28. Budget Amendment. Pursuant to [Utah Code Section 17B-1-622](#), the Board directs the District’s accountant to monitor all expenditures and, if necessary, to notify the District’s legal counsel and the Board when expenditures are expected to exceed budgeted amounts.

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

30. Approval of Expenditures. Pursuant to [Utah Code Section 17B-1-642\(2\)](#), the Board authorizes the District’s accountant to act as the financial officer of the District for the purposes of approving routine expenditures, such as utility bills, payroll-related expenses, supplies, and materials. The Board shall, at least quarterly, review all expenditures authorized by the District’s accountant. Pursuant to [Utah Code Section 17B-1-642\(4\)](#), the Board hereby sets **[\$5,500]** as the maximum sum over which all purchases may not be made without the Board’s approval.

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ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 5-8
AND 12,** quasi-municipal corporations and
political subdivisions of the State of Utah

By: _____
Officer of the Districts

Attest:

By: _____

**POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 4 AND 11
JOINT ANNUAL ADMINISTRATIVE RESOLUTION
(2026)**

WHEREAS, Power District Public Infrastructure District Nos. 4 and 11 (each a “**District**” herein shall mean a reference to each of the Districts individually) quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “**Utah Code**”) as amended from time to time and any successor statute thereto and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953; and

WHEREAS, the Board of Trustees of the District (each reference to a “**Board**” herein shall mean a reference to each of the Boards of Trustees individually) has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its members and consultants to take the following actions.

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

- 1. Annual Registration with Lieutenant Governor.** The Board directs the District’s legal counsel to complete the required Local Government and Limited Purpose Entity Registration with the Lieutenant Governor’s Office no later than July 1st of each year following the issuance of a Certificate of Incorporation in accordance with [Utah Code Section 67-1a-15](#), and to notify the Lieutenant Governor’s Office of any changes to this information within 30 days of such changes.
- 2. District Contact Information.** The Board directs the District’s legal counsel to post the name, phone number, and email address of each member of the Board to the Public Notice Website within 30 days of the trustee taking office and whenever the contact information changes, in accordance with [Utah Code Section 17B-1-303](#).
- 3. Annual Report.** The Board directs the District’s legal counsel to file the annual report with the Utah Fairpark Area Investment and Restoration District, as outlined in the District’s Governing Document and pursuant to [Utah Code Section 17D-4-205](#).
- 4. Trustee Training – Board Member.** Pursuant to [Utah Code Section 17B-1-312](#) each member of the Board shall, within one year after taking office, complete training developed by the Office of the State Auditor in cooperation with the Utah Association of Special Districts, and provide certification thereof to the Recording Secretary. An online training course that fulfills this requirement is available at training.auditor.utah.gov.
- 5. Trustee Training – Open Meeting.** Pursuant to [Utah Code Section 52-4-104](#), each Trustee shall, not more than once per year, complete the training provided by the State Auditor on the requirements of the Open and Public Meetings Act, and provide certification thereof to the Recording Secretary.
- 6. Trustee Training - GRAMA (Records Officer).** Pursuant to [Utah Code Section 63G-2-108](#) the District Clerk/Secretary shall complete annually, an online training course in order

to receive the required certification in GRAMA. This training can be accessed online at archives.utah.gov/rim/certification.html.

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

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

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

10. Ethical Conduct Acknowledgment – Annual Requirement. Each Trustee shall annually sign an Ethical Conduct Acknowledgment confirming review of the District’s Ethical Behavior and Conflict of Interest Policies, and file their signed Acknowledgement with the Recording Secretary at the end of January of each year.

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

Chair:	[_____]
Treasurer:	[_____]
Clerk:	[_____]
Recording Secretary:	[_____]
Records Officer:	[_____]
Chief Administrator Officer	[Chair][_____]
Chief Financial Officer	[Treasurer]

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

13. Infrastructure Acquisition and Reimbursement Agreement. The Board acknowledges its intent to enter into an Infrastructure Acquisition and Reimbursement Agreement (“IARA”) with the project developer to establish the procedures for review, certification, and reimbursement of District-eligible public infrastructure costs consistent with the Public

Infrastructure District Act and the District's Governing Document. The Board directs District Counsel, in coordination with the District Engineer and District Accountant, to prepare and negotiate the form of the IARA for future presentation to and approval by the Board.

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

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

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

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

16. Anchor Locations. Pursuant to [Utah Code Section 52-4-101](#), *et seq.* and 52-4-207, and the District's Resolution Adopting Written Procedures Governing Electronic Meetings, the Board determines to establish the following primary anchor location(s): 139 Hunter's Grv Ln., Suite 200, Lehi, UT 84043. If an additional or alternative anchor location is to be used for a Board meeting, such location shall be identified in the public notice of the meeting in accordance with Utah Code Sections 52-4-201 and 52-4-207.

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

18. Regular Meeting Schedule. Pursuant to [Utah Code Section 52-4-202\(2\)\(a\)](#), the Boards determine to hold regular meetings on January __ (during last two weeks of the month), April __ (during last two weeks of the month), July __ (during last two weeks of the month), October __ (during last two weeks of the month), and November __ (during first two weeks of the month) at [time]. All notices of meetings shall designate whether such meeting will be held by

electronic means, at an anchor location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

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

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

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

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

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

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

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

26. Budget Hearing Posting Requirement. Following adoption of a tentative budget, and no less than seven days prior to the public hearing on the adoption of a final budget, the Board shall make available a copy of the tentative budget pursuant to [Utah Code Section 17B-1-](#)

[608\(2\)\(b\)](#), and the District shall publish the tentative budget as a class A notice under [Utah Code Section 63G-30-102](#) for at least seven days. Pursuant to [Utah Code Section 17-B-608\(3\)](#), the tentative budget notice is exempt from the physical posting requirement described in [Utah Code Section 63G-30-102\(1\)\(c\)](#).

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

28. Budget Amendment. Pursuant to [Utah Code Section 17B-1-622](#), the Board directs the District’s accountant to monitor all expenditures and, if necessary, to notify the District’s legal counsel and the Board when expenditures are expected to exceed budgeted amounts.

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

30. Approval of Expenditures. Pursuant to [Utah Code Section 17B-1-642\(2\)](#), the Board authorizes the District’s accountant to act as the financial officer of the District for the purposes of approving routine expenditures, such as utility bills, payroll-related expenses, supplies, and materials. The Board shall, at least quarterly, review all expenditures authorized by the District’s accountant. Pursuant to [Utah Code Section 17B-1-642\(4\)](#), the Board hereby sets **[\$5,500]** as the maximum sum over which all purchases may not be made without the Board’s approval.

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ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 4 AND
11, quasi-municipal corporations and political
subdivisions of the State of Utah**

By: _____
Officer of the Districts

Attest:

By: _____

**JOINT RESOLUTION
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 5-8 AND 12
ADOPTING DISTRICT BYLAWS**

WHEREAS, Power District Public Infrastructure District Nos. 5-8 and 12 (each a “**District**”, collectively the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “**Utah Code**”), and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code, as amended from time to time and any successor statutes thereto (collectively the **Acts**”); and

WHEREAS, the Boards of Trustees (each a “**Board**”, collectively the “**Boards**”) are authorized under Utah Code Sections [17D-4-103](#) and [17B-1-301\(2\)\(h\)](#) to adopt bylaws; and

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

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

1. Adoption of District Bylaws. The Boards hereby adopt the Power District Public Infrastructure District Nos. 5-8 and 12 Bylaws (the “**Bylaws**”) set forth in **Exhibit A**, attached hereto and incorporated herein.

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ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 5-8
AND 12,** quasi-municipal corporations and
political subdivisions of the State of Utah

By: _____
Officer of the Districts

Attest:

By: _____

EXHIBIT A
DISTRICT BYLAWS

POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 5-8 AND 12 DISTRICT BYLAWS

PREAMBLE

These Bylaws of the Power District Public Infrastructure District Nos. 5-8 and 12 (each a “**District**”) are a reaffirmation of the Governing Document (defined below) of the District organized under the laws of the State of Utah with purposes as stated herein.

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

Article I Name, Purpose, and Powers

The name of this governmental entity is Power District Public Infrastructure District Nos. 4 and 11. The Boards oversee the operation of the Districts. On October 14, 2025 the Board of the Utah Fairpark Area Investment and Restoration District of Salt Lake County, Utah (“the “**Approving Entity**”), adopted a resolution authorizing the creation of the Districts under the Act. On November 19, 2025 the Lieutenant Governor for the State of Utah signed a Certificate of Incorporation authorizing the creation of the District and approved a governing document for the District (the “**Governing Document**”). Subject to any mandatory restrictions stated in the Governing Document, the District has all powers granted in the Act and any other implied powers necessary to carry out the objectives and purposes of the District. The District was established to provide financing for public infrastructure improvements (the “**Public Improvements**”) to facilitate development within the and without the boundaries of the District.

Article II Board of Trustees

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

- A. Composition. The Board is composed of five (5) [or (three (3))] trustees. The trustees of the Board are initially appointed by the Approving Entity. The Board may transition to an elected Board as set forth in the Governing Document.
- B. Quorum. When the Board is composed of five (5) trustees, the presence of three (3) trustees is necessary for a quorum. When the Board is composed of three (3) trustees, the presence of two (2) trustees of the Board is necessary for a quorum. An action by the majority of a quorum constitutes the action of the Board.

- C. Vacancies. When a vacancy occurs on the Board, the vacancy is filled in accordance with the procedures stated in the Governing Document and the Act, as may be amended from time to time.
- D. Qualifications. Qualifications for trustees are as stated under the Act.

Article III Duties of Trustees

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

Article IV Board Officers and Duties

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

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

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

written order or resolution of the Board, including requisitions to a bond trustee under any Indenture, Infrastructure Acquisition and Reimbursement Agreement, or similar instrument.

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

- C. District Clerk/Secretary Duties. The Clerk/Secretary attends meetings and keeps a record of the proceedings. The Clerk serves as the custodian of the District's seal and attests all documents executed by the Chair. The Clerk/Secretary may sign any documents, including all bond financing documents, as "clerk" or "secretary" of the District; however, the Clerk may not sign a single signature check. The Clerk/Secretary may delegate day to day record management duties to the Records Clerk/Recording Secretary but shall retain overall recording oversight and record keeping responsibility to ensure minutes and adopted resolutions are archived in the official record book. All delegated duties shall remain subject to the Treasurer's oversight and to review by the Board. The District Clerk/Secretary does not need to be a trustee of the Board.
- D. Records Clerk/Recording Secretary Duties. The Records Clerk/Recording Secretary transcribes minutes of all regular and emergency meetings in accordance with [Utah Code Section 52-4-203\(2\)](#). Pursuant to [Utah Code Section 52-4-203\(4\)\(e\)\(i\)](#), the Board directs the Recording Clerk/Recording Secretary to make pending minutes available to the public within 30 days after holding the open meeting. Pursuant to [Utah Code Section 52-4-203\(e\)\(ii\)](#), the Board directs the Recording Secretary to post the approved minutes and any public materials distributed at the meeting in accordance with [Utah Code Section 52-4-203\(e\)\(ii\)](#). The Records Clerk/ Recording Secretary accepts and manages records, as that term is defined under the Government Records Access and Management Act (see Utah Code [Section 63G-2-103](#), *et seq.*).
- E. District Accountant Duties. The District's Accountant, an independent licensed certified public accounting professional or firm engaged by the Board, shall provide financial management, bookkeeping, and compliance support under the direction of the CFO. The Accountant shall: maintain the District's general ledger and subsidiary accounts in accordance with Generally Accepted Accounting Principals ("GAAP"); prepare monthly and quarterly financial statements, budget-to-actual reports, and reconciliations of all bank, trustee, and investment accounts; review vendor and developer invoices for completeness and eligibility and issue certifications as required under any developer reimbursement agreement; upon adoption of a resolution by the Board authorizing payment, prepare and submit the requisition to the trustee for payment of approved costs, attaching all required certification(s) and Board authorization(s); coordinate with the trustee and Treasurer/Vice Chair to verify fund balances and track project and debt-service accounts, as applicable; assist in preparing the annual budget, audits or compilations, and filings required by the

State Auditor and Lieutenant Governor; and implement internal controls consistent with the Utah State Auditor's Fraud Risk Assessment Guide.

1. The District encourages its accountant to participate in continuing professional education related to governmental accounting, auditing standards, and Utah local government compliance. The accountant shall complete at least the minimum number of continuing professional education hours required for a Utah-licensed CPA (currently 80 hours per two-year renewal cycle), of which at least one hour must cover Utah laws & rules and at least three hours must be in ethics. Documentation of such education shall be maintained by the accountant and made available to the Board or Audit Committee upon request.
- F. District Engineer. The District's engineer, a licensed professional engineering firm engaged by the Board, shall: provide design review, cost verification, and technical recommendations for Public Improvements; prepare and issue certifications as required under any developer reimbursement agreement; coordinate with the accountant to ensure consistency between engineering and accounting records; and maintain record drawings and other engineering files for the District. The engineer acts solely as an independent contractor and shall not obligate District funds.
- G. District Legal Counsel. The District's legal counsel, a licensed law firm engaged by the Board, shall: advise the Board on statutory compliance, contracts, open meetings, public records, and ethics; draft and review resolutions, bylaws, agreements, and financing documents; attend Board meetings and provide legal opinions as requested; serve as Records Custodian for legal files when designated by the Board; and serve as the Recording Clerk/Recording Secretary when designated by the Board. Legal counsel shall not sign checks or authorize financial transactions.
- H. District Municipal Advisor. Pursuant to Utah Code [Section 17D-4-102\(12\)](#), the District's municipal advisor shall: advise the District on matters related to the issuance of bonds, including the pricing, sales, and marketing of bonds and the procuring of bond ratings, credit enhancement, and insurance with respect to bonds. The District's municipal advisor shall be qualified to give the advice outline above; shall not be an officer or employee of the District; has not been engaged to provide underwriting services in connection with a transaction in which the municipal advisor will provide advice to the District; and has experience doing business related to the issuance of bonds in Utah. The Municipal Advisor shall not act as Treasurer, Accountant, or custodian of funds.
- I. Custody of Funds. Pursuant to [Utah Code Section 17B-1-633\(2\)](#), the Treasurer/Vice Chair is the statutory custodian of all District funds. All District monies, whether bond proceeds, assessments, or tax revenues, shall be maintained in accounts held either by: (a) the trustee, which shall serve as fiduciary custodian of all bond proceeds, investment accounts, and related reserves; or (b) qualified public depositories authorized under the Utah Money

Management Act for operating or administrative accounts maintained by the District. The District's accountant shall maintain and reconcile all financial records and operating accounts on behalf of the District, and the Treasurer/Vice Chair shall review and approve all bank and trustee reconciliations and certify compliance to the Board.

Article V Meetings

- A. Regular Meetings. Pursuant to Utah Code Section 52-4-202(2)(a), the Board hereby determines to hold regular meetings as specified in the District's Annual Administrative Resolution. For this District, regular meetings are tentatively scheduled for the third week of January, April, July, October, and November at a time that will be specified in the future, unless otherwise provided in the Annual Administrative Resolution or by subsequent Board action. All notices of meetings shall designate whether such meetings will be held by electronic means, at an anchor location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.
- B. Special Meetings. Special meetings may be called by the Chair. At the request of any two Trustees, the Chair must call a special meeting. The Chair or other authorized person on the Chair's behalf shall email, mail, fax or otherwise deliver written notice of special meetings to the Trustees at least twenty-four hours before the date of each special meeting. Notice to the public of all special meetings will be made pursuant to the Utah Open and Public Meetings Act. Most meetings of the Board are anticipated to be special meetings.
- C. Emergency Meetings. In the event of an unforeseen emergency, the Board may call an emergency meeting pursuant to Utah Code Section 52-4-202(5) provided that an attempt has been made to notify all the members of the Board and a majority of the Board approves the meeting.
- D. Closed Meetings. The Board may determine to hold a closed meeting in compliance with Utah Code Section 52-4-204, and in accordance with Utah Code Section 52-4-205. Any minutes or recordings of a closed meeting shall be prepared and retained in accordance with the requirements of Utah Code Section 52-4-206.
- E. Meetings by Telephone or Video Conferencing. Members of the Board may participate in a meeting of the Board by means of conference telephone, video conferencing, or similar communications equipment, consistent with the electronic meetings policy of the District adopted by the Board.
- F. Voting. Each Trustee shall have one vote. No business requiring a vote may be conducted without a quorum. A tie vote constitutes failure to pass a measure.

Article VI Compensation

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

Article VII Parliamentary Procedure

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

Article VIII Place of Meetings

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

Article IX Order of Business

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

Article X Protection of Trustees

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

Article XI Administration

The Board may appoint a manager, including a management company that offers district management services, or may engage the services of professional advisers who may assist in the

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

Article XII Conflict of Interest Policy

- A. Policy statement. It is the policy of the Board to require trustees to disclose potential conflicts of interest that may arise as a result of their duties as trustees and their personal financial interests and act accordingly with respect to votes on matters implicating such conflicts.
- B. Overview.
1. The trustees commit themselves to ethical and appropriate use of their authority to ensure and maintain public confidence in the District.
 2. The trustees must place the interests of the District over their own personal financial interests.
- C. Disclosure.
1. Every trustee must disclose actual or potential conflicts of interest arising as a result of their duties as trustees and their personal financial interests.
 2. When there is a conflict of interest, the trustee shall publicly declare the nature of the conflict.
 3. A trustee who complies with this Conflict of Interest Policy may, using the trustee's discretion, vote on the matter which is the subject of the actual or potential conflict of interest, abstain from voting or participating in the discussion, or leave the meeting during the discussion and/or voting.
 5. Disclosures must be made:
 - a. When a trustee first becomes a trustee.
 - b. Whenever the trustee's position in the potential conflict entity changes significantly or the value of their interest in the entity is significantly increased.
 - c. Whenever the District is considering taking action that implicates or affects the entity in which the trustee has a position or interest.

Article XIII

Ethical Behavior Policy

- A. Policy Statement. This Ethical Behavior Policy is intended to serve as a guide for trustees in decision-making situations to provide for the highest-level results for the District.
- B. Code of Ethics.
1. The trustees will comply with and annually review the District's Conflict of Interest policy, and Code of Ethics Policy.
 2. The Board will follow all laws and regulations related to the ethics of public officers and employees, open meetings and whistleblower protection.
 3. Trustees should direct any complaint and/or issue directly to the Chair for inclusion on the Board agenda for the full Board's consideration.
 4. Trustees should forward District business items to the Chair for inclusion on the Board agenda. The intent is to provide for public notification and to allow time for research and consider the topic.
 5. The Board recognizes it operates as a unit and that individual trustees' authority exists only as a member of the whole Board.
 6. The Board acknowledges that conflicts of interest may occasionally arise and that each trustee is responsible for declaring such actual or potential conflicts as specified by Utah law or Board policy.
 7. The Board will comply with the Utah Public Officers' and Employees' Ethics Act (see [Utah Code Section 67-16-1](#), *et seq.*) and ensure individual accountability, including consequences for noncompliance.
 8. Trustees will not ask for or receive, directly or indirectly, any compensation, gifts, gratuity, or thing of value, or promise for or for omitting or deferring the performance of any official duty.
 9. Trustees will not disclose or use any privileged or proprietary information that was gained by their official Board position.
 10. Trustees will follow the Nepotism statute (Utah Code 52-3) which prohibits employment of relatives, with those exceptions listed in Code 52-3-1(2-3).
 11. Trustees will follow the Misuse of Public Resources or Property statute (Utah Code 76-8-4) which delineates the unlawful use of public funds and destruction of property, including records.

Article XIV

Procurement Policy

- A. The Utah Procurement Code, Title 63G, Chapter 6a, Utah Code Annotated 1953 (the “**Utah Procurement Code**”) has four main purposes: (1) to ensure transparency in the public procurement process; (2) to ensure the fair and equitable treatment of all persons who

participate in the public procurement process; (3) to provide increased economy in state procurement activities; and (4) to foster effective broad-based competition within the free enterprise system.

- B. The District is a “Procurement Unit” subject to the Utah Procurement Code as defined in [Utah Code Section 63G-6a-103\(58\)](#).
- C. The Board is empowered to hire professional service providers necessary for the administration and operation of the District, pursuant to Utah Code Sections 17B-1-103 and 17B-1-301 and Utah Code Sections 17D-4-103 and 17D-4-203.
- D. The hiring of professional service providers, including but not limited to legal counsel, bond counsel, financial advisors, and other specialized consultants, is an administrative function authorized under the general powers of the District and does not constitute a procurement subject to the Utah Procurement Code.
- E. Pursuant to [Utah Code Section 63G-6a-107.6\(1\)\(a\)](#), the Utah Procurement Code does not apply to a public entity’s acquisition of a procurement item from another public entity.
- F. Pursuant to [Utah Code Section 63G-6a-107.6\(2\)](#), the Utah Procurement Code, unless otherwise specifically stated, does not apply to the acquisition or disposal of real property or an interest in real property.
- G. Pursuant to [Utah Code Section 63G-6a-107.7\(1\)\(a\)](#), the rulemaking authority for a procurement unit shall make rules relating to the management and control of procurements and procurement procedures by the procurement unit.
- H. Pursuant to [Utah Code Section 17B-1-618](#), all purchases or encumbrances by a special district shall be made or incurred according to the purchasing procedures established for each district by the district’s rule making authority, as that term is defined in [Utah Code Section 63G-6a-103](#), and only on an order of approval of the person or persons duly authorized.
- I. Pursuant to [Utah Code Section 63G-6a-707](#), and to the extent applicable, the District shall establish an Evaluation Committee for the purpose of reviewing and evaluating proposals submitted in response to a Request for Proposals (“RFP”), ensuring that all evaluations are conducted fairly, transparently, and in strict compliance with the evaluation criteria set forth in the RFP.
- J. To the extent applicable, the Evaluation Committee shall be responsible for scoring proposals based solely on the stated criteria in the RFP, ensuring that no additional or unlisted criteria influence the selection process, and providing a written statement to the Board documenting the selection recommendation, the awarded scores, and the rationale for the best-value determination, except in cases where the award is made to a Construction Manager/General Contractor based solely on qualifications and the proposed management fee.
- K. Pursuant to [Utah Code Section 63G-6a-103\(57\)](#), and to the extent applicable, the District shall designate a “**Procurement Official**”, defined as the individual responsible for overseeing and managing procurement processes to ensure compliance with the Utah Procurement Code.
- L. The Procurement Official shall be responsible for administering procurement activities in accordance with applicable laws, ensuring transparency, efficiency, and adherence to established procurement procedures.
- M. The Procurement Official shall coordinate with the Evaluation Committee, oversee contract compliance, and ensure that all procurement activities align with the District’s rules, policies, and best practices in public procurement.

Article XV
Travel Policy

- A. All travel by trustees, officers, or consultants on behalf of the District shall be pre-approved in writing by the Chair or by Board action. Reimbursable expenses are limited to reasonable costs for transportation, lodging, meals, and registration directly related to District business. Claims for reimbursement shall be supported by original itemized receipts and submitted within thirty (30) days after completion of travel. The District shall not reimburse alcohol, entertainment, or companion expenses. Reimbursements shall be reviewed by the District's accountant and approved by the Treasurer/Vice-Chair before payment to ensure compliance with this policy.
- B. All travel expenses while conducting District business outside of fifty (50) miles from the anchor location may be paid by the District upon request of the traveling trustee. Travel-related expenses include:
 - 1. Costs to travel to and from the business destination.
 - 2. Transportation costs while traveling to conduct District business.
 - 3. Lodging, meals and incidental expenses.
- C. Pre-approval. All travel is required to be approved by the CAO prior to traveling and incurring travel-related expenses.
- D. Documentation. After any travel expenses have been incurred, a Travel Reimbursement Form will be submitted outlining the reason for the trip and the specific travel expenses. The Travel Reimbursement Form must be signed by the individual who traveled and the CAO.
- E. Transportation.
 - 1. The District will generally purchase only coach-class tickets aboard a regularly scheduled commercial carrier for both domestic and international flights. Non-stop flights, while at times, more expensive, may be justified if alternative flights impose other costs than airfare, or require such circuitous routing that it is inconvenient for the individual. Individuals may retain for personal use promotional items, including frequent flyer miles, received during the course of a business trip if such items are obtained under the same conditions as those offered to the general public at no additional cost to the District.
 - 2. The District owns no vehicles that may be used for business travel purposes. Personal vehicle use is allowed for the District's business purposes and will be reimbursed for mileage in accordance with currently authorized IRS rate.
 - 3. Alternative travel arrangements may be structured for travel and lodging to reduce costs or accommodate personal preferences if the alternatives provide cost savings or if the individual pays for the increased costs.
 - 4. Rental cars may be obtained with prior approval from the CAO. Individuals traveling in a group to the same location for business are strongly encouraged to share rental

vehicles where practical. Rental car agency liability and collision/loss damage coverage is required to be obtained at the District's expense.

- F. Lodging. Travel that requires an overnight stay must be pre-approved by the CAO. The accommodations selected should be modestly priced for the city and state traveling to, but if the individual is attending a convention they may book a room at the hotel where a conference is being held, in order to reduce other travel related costs or booking a room at a higher priced hotel due to a legitimate safety concern based upon location.
- G. Travel-related meals.
 - 1. Travel-related meals will be paid for meals (including tax, tips and other meal related expenses) at the current State of Utah per diem rate. Per diem may be paid to individuals prior to leaving for their travel.
 - 2. Individuals can use their personal credit card to pay for approved travel related meals. Individuals need to retain all receipts related to the purchases and submit them with a Travel Reimbursement Form.
- H. Incidental expenses. Incidental expenses are not considered part of the meal per diem reimbursement and must be documented on the Travel Reimbursement Form. Incidental expenses include: ground transportation, parking and related tips, fax, telephone, internet, copy charges and other business related expenses.
- I. Personal expenses. Personal expenses such as entertainment or alcohol are the responsibility of the individual and not reimbursable by the District.
- J. If an individual receives per diem prior to traveling and does not travel on that trip, then the individual will return those funds to the District.

Article XVI

Miscellaneous Financial and Security Policies

- A. Cash Receipting and Deposit Policy. As outlined in the [Utah State Auditor's Cash Receipting and Deposit Policy Template Guide](#), "policies and procedures need to be adapted to the individual needs of entities in varying sizes and locations. Small organizations that do not have enough employees to segregate duties, compensating controls should be considered, such as having a member of the Board review transactions and trace them back to the source." The District is a small organization, does not have employees, and does not receive cash or credit card transactions. The Treasurer or accountant will receive all checks made payable to the District and deposit them in the District's operating account. The Board of Trustees will update this policy in the event that the District needs to receive cash or credit card transactions.
- B. Credit Card Policies and Procedures. It is the policy of the District not to issue or obtain any credit cards for any individuals related to the District's operations. If and when the District decides to obtain or issue a credit card to any individual(s) then the Board of Trustees shall first be required to adopt policies and procedures governing the issuance and use of credit cards.

- C. Personal Use of District Assets. The District was established to provide financing for the Public Improvements to facilitate development within the and without the boundaries of the District. The District has no employees and all services are provided to the District by independent contracted parties. It is therefore not anticipated that any personal use of District assets will be possible or likely. In any event, the District’s policy on use of District assets is that any personal use of District assets is prohibited.
- D. IT and Computer Security Policy. The District is a small organization and does not have any District employees, computers, network, email, and information technology (“IT”). In the event that the District were to hire employees and obtain computers or electronic devices for those employees, the Board would first be required to adopt a policy addressing computers, network, email, and IT use by those employees.
- E. Audit Committee. The Board hereby establishes an Audit Committee composed of Trustees appointed annually by the Chair with the advice and consent of the Board. The Audit Committee shall assist the Board in fulfilling its financial oversight responsibilities by reviewing the District’s financial statements, annual audit or compilation, and internal controls; meeting at least once per year with the District Accountant and independent auditor; and reporting its findings and recommendations to the Board. Members of the Audit Committee may not include the Chair or Treasurer/Vice-Chair and shall serve until reappointed or replaced by subsequent Board action.

Article XVII

Reporting Fraud or Abuse; Fraud Risk Hotline

- A. Improper Governmental Action. “**Improper Governmental Action**” is any action by a public entity’s Trustee or employee as follows:
 - 1. Action done while in their official duties, whether or not the action is within the scope of their Board responsibilities or employment; and
 - 2. That is in violation of any federal, state or local law, and is: an abuse of authority; of substantial and specific danger to the public health or safety; or a gross waste of public funds.
- B. Reporting Fraud or Abuse.
 - 1. Contractors who become aware of Improper Governmental Actions should raise the issue with a Trustee. Trustees who become aware of Improper Governmental Actions should raise the issue with the CAO. In the event a trustee is involved, the issue should be taken up with the entire Board.
 - 2. The CAO, trustee or Board will promptly take action to investigate the report. The District will keep the identity of the reporting person confidential to the extent possible under the law, unless that person authorizes in writing the disclosure of their identity. After an investigation has been completed, the person that reported the possible Improper Governmental Action will be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

C. Complaints, Investigations, Review, and Enforcement.

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

D. Fraud Risk Hotline Policy Statement.

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

- d. Abuse of authority; and
 - e. Unethical conduct.
- E. Filing a Complaint. Complaints should be submitted in writing and provide any evidence that supports the complaint to the CAO. If the alleged complaint deals with the CAO, then the complaint should be submitted to another member of the Board and then brought to the full Board for consideration. Submitted information should include specifics as to ‘who, what, where, when’ as well as any other details that may be important such as information on other witnesses, documents, and pertinent evidence. Due to limited resources the District is unable to accept complaints that are not supported by evidence or provide a means for us to investigate the problem further.
- F. Hotline Information. A complainant may contact a trustee at the contact information provided publicly for trustees on the Utah Public Notice website, <https://utah.gov/pmn>.
- G. Review of Complaint.
1. After receiving a complaint, a review of the allegation(s) and any evidence provided will be preformed. Potential factors to be reviewed include:
 - a. Does the complaint involve actions by a person subject to the District's authority?
 - b. Were improper governmental activities involved?
 - c. Can the allegation(s) be effectively investigated?
 2. Disagreements with management decisions or actions taken by elected officials that are within the law will not be investigated. Overly broad or vague complaints or complaints where evidence is unavailable may be declined.
 3. This policy is intended to weigh the rights of the person(s) alleging the fraud or abuse with those who are accused of the fraud and abuse. Anonymous complaints have the potential to subject the person(s) accused of the fraud or abuse to stress and embarrassment and potentially result in discipline and possible termination. The District is very reluctant to begin any investigation based upon an anonymous complaint due to the fact that evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant’s credibility.
 4. The District reserves the right to decline to investigate any complaint that is made anonymously.
- H. Whistleblower protection. [Utah Code Section 67-21-3](#) prohibits public employers from taking adverse action against their employees for reporting in good faith government waste or violations of law to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the person in authority over the person alleged to have engaged in the illegal conduct.
- I. Confidentiality. The identity of the complainant is considered protected information under the Utah Government Records Access and Management Act (“GRAMA”) (See [Utah Code](#)

[Section 63G-2-103](#), et seq.) and will be kept confidential if requested by the complainant. (See Utah Code Section 67-21-3). Whistleblower protections do not apply to anonymous complaints.

Article XVIII General Provisions

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

Article XIX Amendments

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

**JOINT RESOLUTION
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 4 AND 11
ADOPTING DISTRICT BYLAWS**

WHEREAS, Power District Public Infrastructure District Nos. 4 and 11 (each a “**District**”, collectively the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “**Utah Code**”), and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code, as amended from time to time and any successor statutes thereto (collectively the **Acts**”); and

WHEREAS, the Boards of Trustees (each a “**Board**”, collectively the “**Boards**”) are authorized under Utah Code Sections [17D-4-103](#) and [17B-1-301\(2\)\(h\)](#) to adopt bylaws; and

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

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

1. Adoption of District Bylaws. The Boards hereby adopt the Power District Public Infrastructure District Nos. 4 and 11 Bylaws (the “**Bylaws**”) set forth in **Exhibit A**, attached hereto and incorporated herein.

Remainder of Page Intentionally Left Blank, Signature Page Follows

ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 4 AND
11**, quasi-municipal corporations and political
subdivisions of the State of Utah

By: _____
Officer of the Districts

Attest:

By: _____

EXHIBIT A
DISTRICT BYLAWS

POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 4 AND 11 DISTRICT BYLAWS

PREAMBLE

These Bylaws of the Power District Public Infrastructure District Nos. 4 and 11 (each a “**District**”) are a reaffirmation of the Governing Document (defined below) of the District organized under the laws of the State of Utah with purposes as stated herein.

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

Article I Name, Purpose, and Powers

The name of this governmental entity is Power District Public Infrastructure District Nos. 4 and 11. The Boards oversee the operation of the Districts. On October 14, 2025 the Board of the Utah Fairpark Area Investment and Restoration District of Salt Lake County, Utah (“the “**Approving Entity**”), adopted a resolution authorizing the creation of the Districts under the Act. On November 19, 2025 the Lieutenant Governor for the State of Utah signed a Certificate of Incorporation authorizing the creation of the District and approved a governing document for the District (the “**Governing Document**”). Subject to any mandatory restrictions stated in the Governing Document, the District has all powers granted in the Act and any other implied powers necessary to carry out the objectives and purposes of the District. The District was established to provide financing for public infrastructure improvements (the “**Public Improvements**”) to facilitate development within the and without the boundaries of the District.

Article II Board of Trustees

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

- A. Composition. The Board is composed of five (5) [or (three (3))] trustees. The trustees of the Board are initially appointed by the Approving Entity. The Board may transition to an elected Board as set forth in the Governing Document.
- B. Quorum. When the Board is composed of five (5) trustees, the presence of three (3) trustees is necessary for a quorum. When the Board is composed of three (3) trustees, the presence of two (2) trustees of the Board is necessary for a quorum. An action by the majority of a quorum constitutes the action of the Board.

- C. Vacancies. When a vacancy occurs on the Board, the vacancy is filled in accordance with the procedures stated in the Governing Document and the Act, as may be amended from time to time.
- D. Qualifications. Qualifications for trustees are as stated under the Act.

Article III Duties of Trustees

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

Article IV Board Officers and Duties

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

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

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

written order or resolution of the Board, including requisitions to a bond trustee under any Indenture, Infrastructure Acquisition and Reimbursement Agreement, or similar instrument.

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

- C. District Clerk/Secretary Duties. The Clerk/Secretary attends meetings and keeps a record of the proceedings. The Clerk serves as the custodian of the District's seal and attests all documents executed by the Chair. The Clerk/Secretary may sign any documents, including all bond financing documents, as "clerk" or "secretary" of the District; however, the Clerk may not sign a single signature check. The Clerk/Secretary may delegate day to day record management duties to the Records Clerk/Recording Secretary but shall retain overall recording oversight and record keeping responsibility to ensure minutes and adopted resolutions are archived in the official record book. All delegated duties shall remain subject to the Treasurer's oversight and to review by the Board. The District Clerk/Secretary does not need to be a trustee of the Board.
- D. Records Clerk/Recording Secretary Duties. The Records Clerk/Recording Secretary transcribes minutes of all regular and emergency meetings in accordance with [Utah Code Section 52-4-203\(2\)](#). Pursuant to [Utah Code Section 52-4-203\(4\)\(e\)\(i\)](#), the Board directs the Recording Clerk/Recording Secretary to make pending minutes available to the public within 30 days after holding the open meeting. Pursuant to [Utah Code Section 52-4-203\(e\)\(ii\)](#), the Board directs the Recording Secretary to post the approved minutes and any public materials distributed at the meeting in accordance with [Utah Code Section 52-4-203\(e\)\(ii\)](#). The Records Clerk/ Recording Secretary accepts and manages records, as that term is defined under the Government Records Access and Management Act (see Utah Code [Section 63G-2-103](#), *et seq.*).
- E. District Accountant Duties. The District's Accountant, an independent licensed certified public accounting professional or firm engaged by the Board, shall provide financial management, bookkeeping, and compliance support under the direction of the CFO. The Accountant shall: maintain the District's general ledger and subsidiary accounts in accordance with Generally Accepted Accounting Principals ("GAAP"); prepare monthly and quarterly financial statements, budget-to-actual reports, and reconciliations of all bank, trustee, and investment accounts; review vendor and developer invoices for completeness and eligibility and issue certifications as required under any developer reimbursement agreement; upon adoption of a resolution by the Board authorizing payment, prepare and submit the requisition to the trustee for payment of approved costs, attaching all required certification(s) and Board authorization(s); coordinate with the trustee and Treasurer/Vice Chair to verify fund balances and track project and debt-service accounts, as applicable; assist in preparing the annual budget, audits or compilations, and filings required by the

State Auditor and Lieutenant Governor; and implement internal controls consistent with the Utah State Auditor's Fraud Risk Assessment Guide.

1. The District encourages its accountant to participate in continuing professional education related to governmental accounting, auditing standards, and Utah local government compliance. The accountant shall complete at least the minimum number of continuing professional education hours required for a Utah-licensed CPA (currently 80 hours per two-year renewal cycle), of which at least one hour must cover Utah laws & rules and at least three hours must be in ethics. Documentation of such education shall be maintained by the accountant and made available to the Board or Audit Committee upon request.
- F. District Engineer. The District's engineer, a licensed professional engineering firm engaged by the Board, shall: provide design review, cost verification, and technical recommendations for Public Improvements; prepare and issue certifications as required under any developer reimbursement agreement; coordinate with the accountant to ensure consistency between engineering and accounting records; and maintain record drawings and other engineering files for the District. The engineer acts solely as an independent contractor and shall not obligate District funds.
- G. District Legal Counsel. The District's legal counsel, a licensed law firm engaged by the Board, shall: advise the Board on statutory compliance, contracts, open meetings, public records, and ethics; draft and review resolutions, bylaws, agreements, and financing documents; attend Board meetings and provide legal opinions as requested; serve as Records Custodian for legal files when designated by the Board; and serve as the Recording Clerk/Recording Secretary when designated by the Board. Legal counsel shall not sign checks or authorize financial transactions.
- H. District Municipal Advisor. Pursuant to Utah Code [Section 17D-4-102\(12\)](#), the District's municipal advisor shall: advise the District on matters related to the issuance of bonds, including the pricing, sales, and marketing of bonds and the procuring of bond ratings, credit enhancement, and insurance with respect to bonds. The District's municipal advisor shall be qualified to give the advice outline above; shall not be an officer or employee of the District; has not been engaged to provide underwriting services in connection with a transaction in which the municipal advisor will provide advice to the District; and has experience doing business related to the issuance of bonds in Utah. The Municipal Advisor shall not act as Treasurer, Accountant, or custodian of funds.
- I. Custody of Funds. Pursuant to [Utah Code Section 17B-1-633\(2\)](#), the Treasurer/Vice Chair is the statutory custodian of all District funds. All District monies, whether bond proceeds, assessments, or tax revenues, shall be maintained in accounts held either by: (a) the trustee, which shall serve as fiduciary custodian of all bond proceeds, investment accounts, and related reserves; or (b) qualified public depositories authorized under the Utah Money

Management Act for operating or administrative accounts maintained by the District. The District's accountant shall maintain and reconcile all financial records and operating accounts on behalf of the District, and the Treasurer/Vice Chair shall review and approve all bank and trustee reconciliations and certify compliance to the Board.

Article V Meetings

- A. Regular Meetings. Pursuant to Utah Code Section 52-4-202(2)(a), the Board hereby determines to hold regular meetings as specified in the District's Annual Administrative Resolution. For this District, regular meetings are tentatively scheduled for the third week of January, April, July, October, and November at a time that will be specified in the future, unless otherwise provided in the Annual Administrative Resolution or by subsequent Board action. All notices of meetings shall designate whether such meetings will be held by electronic means, at an anchor location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.
- B. Special Meetings. Special meetings may be called by the Chair. At the request of any two Trustees, the Chair must call a special meeting. The Chair or other authorized person on the Chair's behalf shall email, mail, fax or otherwise deliver written notice of special meetings to the Trustees at least twenty-four hours before the date of each special meeting. Notice to the public of all special meetings will be made pursuant to the Utah Open and Public Meetings Act. Most meetings of the Board are anticipated to be special meetings.
- C. Emergency Meetings. In the event of an unforeseen emergency, the Board may call an emergency meeting pursuant to Utah Code Section 52-4-202(5) provided that an attempt has been made to notify all the members of the Board and a majority of the Board approves the meeting.
- D. Closed Meetings. The Board may determine to hold a closed meeting in compliance with Utah Code Section 52-4-204, and in accordance with Utah Code Section 52-4-205. Any minutes or recordings of a closed meeting shall be prepared and retained in accordance with the requirements of Utah Code Section 52-4-206.
- E. Meetings by Telephone or Video Conferencing. Members of the Board may participate in a meeting of the Board by means of conference telephone, video conferencing, or similar communications equipment, consistent with the electronic meetings policy of the District adopted by the Board.
- F. Voting. Each Trustee shall have one vote. No business requiring a vote may be conducted without a quorum. A tie vote constitutes failure to pass a measure.

Article VI Compensation

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

Article VII Parliamentary Procedure

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

Article VIII Place of Meetings

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

Article IX Order of Business

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

Article X Protection of Trustees

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

Article XI Administration

The Board may appoint a manager, including a management company that offers district management services, or may engage the services of professional advisers who may assist in the

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

Article XII Conflict of Interest Policy

- A. Policy statement. It is the policy of the Board to require trustees to disclose potential conflicts of interest that may arise as a result of their duties as trustees and their personal financial interests and act accordingly with respect to votes on matters implicating such conflicts.
- B. Overview.
1. The trustees commit themselves to ethical and appropriate use of their authority to ensure and maintain public confidence in the District.
 2. The trustees must place the interests of the District over their own personal financial interests.
- C. Disclosure.
1. Every trustee must disclose actual or potential conflicts of interest arising as a result of their duties as trustees and their personal financial interests.
 2. When there is a conflict of interest, the trustee shall publicly declare the nature of the conflict.
 3. A trustee who complies with this Conflict of Interest Policy may, using the trustee's discretion, vote on the matter which is the subject of the actual or potential conflict of interest, abstain from voting or participating in the discussion, or leave the meeting during the discussion and/or voting.
 5. Disclosures must be made:
 - a. When a trustee first becomes a trustee.
 - b. Whenever the trustee's position in the potential conflict entity changes significantly or the value of their interest in the entity is significantly increased.
 - c. Whenever the District is considering taking action that implicates or affects the entity in which the trustee has a position or interest.

Article XIII

Ethical Behavior Policy

- A. Policy Statement. This Ethical Behavior Policy is intended to serve as a guide for trustees in decision-making situations to provide for the highest-level results for the District.
- B. Code of Ethics.
1. The trustees will comply with and annually review the District's Conflict of Interest policy, and Code of Ethics Policy.
 2. The Board will follow all laws and regulations related to the ethics of public officers and employees, open meetings and whistleblower protection.
 3. Trustees should direct any complaint and/or issue directly to the Chair for inclusion on the Board agenda for the full Board's consideration.
 4. Trustees should forward District business items to the Chair for inclusion on the Board agenda. The intent is to provide for public notification and to allow time for research and consider the topic.
 5. The Board recognizes it operates as a unit and that individual trustees' authority exists only as a member of the whole Board.
 6. The Board acknowledges that conflicts of interest may occasionally arise and that each trustee is responsible for declaring such actual or potential conflicts as specified by Utah law or Board policy.
 7. The Board will comply with the Utah Public Officers' and Employees' Ethics Act (see [Utah Code Section 67-16-1](#), *et seq.*) and ensure individual accountability, including consequences for noncompliance.
 8. Trustees will not ask for or receive, directly or indirectly, any compensation, gifts, gratuity, or thing of value, or promise for or for omitting or deferring the performance of any official duty.
 9. Trustees will not disclose or use any privileged or proprietary information that was gained by their official Board position.
 10. Trustees will follow the Nepotism statute (Utah Code 52-3) which prohibits employment of relatives, with those exceptions listed in Code 52-3-1(2-3).
 11. Trustees will follow the Misuse of Public Resources or Property statute (Utah Code 76-8-4) which delineates the unlawful use of public funds and destruction of property, including records.

Article XIV

Procurement Policy

- A. The Utah Procurement Code, Title 63G, Chapter 6a, Utah Code Annotated 1953 (the “**Utah Procurement Code**”) has four main purposes: (1) to ensure transparency in the public procurement process; (2) to ensure the fair and equitable treatment of all persons who

participate in the public procurement process; (3) to provide increased economy in state procurement activities; and (4) to foster effective broad-based competition within the free enterprise system.

- B. The District is a “Procurement Unit” subject to the Utah Procurement Code as defined in [Utah Code Section 63G-6a-103\(58\)](#).
- C. The Board is empowered to hire professional service providers necessary for the administration and operation of the District, pursuant to Utah Code Sections 17B-1-103 and 17B-1-301 and Utah Code Sections 17D-4-103 and 17D-4-203.
- D. The hiring of professional service providers, including but not limited to legal counsel, bond counsel, financial advisors, and other specialized consultants, is an administrative function authorized under the general powers of the District and does not constitute a procurement subject to the Utah Procurement Code.
- E. Pursuant to [Utah Code Section 63G-6a-107.6\(1\)\(a\)](#), the Utah Procurement Code does not apply to a public entity’s acquisition of a procurement item from another public entity.
- F. Pursuant to [Utah Code Section 63G-6a-107.6\(2\)](#), the Utah Procurement Code, unless otherwise specifically stated, does not apply to the acquisition or disposal of real property or an interest in real property.
- G. Pursuant to [Utah Code Section 63G-6a-107.7\(1\)\(a\)](#), the rulemaking authority for a procurement unit shall make rules relating to the management and control of procurements and procurement procedures by the procurement unit.
- H. Pursuant to [Utah Code Section 17B-1-618](#), all purchases or encumbrances by a special district shall be made or incurred according to the purchasing procedures established for each district by the district’s rule making authority, as that term is defined in [Utah Code Section 63G-6a-103](#), and only on an order of approval of the person or persons duly authorized.
- I. Pursuant to [Utah Code Section 63G-6a-707](#), and to the extent applicable, the District shall establish an Evaluation Committee for the purpose of reviewing and evaluating proposals submitted in response to a Request for Proposals (“RFP”), ensuring that all evaluations are conducted fairly, transparently, and in strict compliance with the evaluation criteria set forth in the RFP.
- J. To the extent applicable, the Evaluation Committee shall be responsible for scoring proposals based solely on the stated criteria in the RFP, ensuring that no additional or unlisted criteria influence the selection process, and providing a written statement to the Board documenting the selection recommendation, the awarded scores, and the rationale for the best-value determination, except in cases where the award is made to a Construction Manager/General Contractor based solely on qualifications and the proposed management fee.
- K. Pursuant to [Utah Code Section 63G-6a-103\(57\)](#), and to the extent applicable, the District shall designate a “**Procurement Official**”, defined as the individual responsible for overseeing and managing procurement processes to ensure compliance with the Utah Procurement Code.
- L. The Procurement Official shall be responsible for administering procurement activities in accordance with applicable laws, ensuring transparency, efficiency, and adherence to established procurement procedures.
- M. The Procurement Official shall coordinate with the Evaluation Committee, oversee contract compliance, and ensure that all procurement activities align with the District’s rules, policies, and best practices in public procurement.

Article XV
Travel Policy

- A. All travel by trustees, officers, or consultants on behalf of the District shall be pre-approved in writing by the Chair or by Board action. Reimbursable expenses are limited to reasonable costs for transportation, lodging, meals, and registration directly related to District business. Claims for reimbursement shall be supported by original itemized receipts and submitted within thirty (30) days after completion of travel. The District shall not reimburse alcohol, entertainment, or companion expenses. Reimbursements shall be reviewed by the District's accountant and approved by the Treasurer/Vice-Chair before payment to ensure compliance with this policy.
- B. All travel expenses while conducting District business outside of fifty (50) miles from the anchor location may be paid by the District upon request of the traveling trustee. Travel-related expenses include:
 - 1. Costs to travel to and from the business destination.
 - 2. Transportation costs while traveling to conduct District business.
 - 3. Lodging, meals and incidental expenses.
- C. Pre-approval. All travel is required to be approved by the CAO prior to traveling and incurring travel-related expenses.
- D. Documentation. After any travel expenses have been incurred, a Travel Reimbursement Form will be submitted outlining the reason for the trip and the specific travel expenses. The Travel Reimbursement Form must be signed by the individual who traveled and the CAO.
- E. Transportation.
 - 1. The District will generally purchase only coach-class tickets aboard a regularly scheduled commercial carrier for both domestic and international flights. Non-stop flights, while at times, more expensive, may be justified if alternative flights impose other costs than airfare, or require such circuitous routing that it is inconvenient for the individual. Individuals may retain for personal use promotional items, including frequent flyer miles, received during the course of a business trip if such items are obtained under the same conditions as those offered to the general public at no additional cost to the District.
 - 2. The District owns no vehicles that may be used for business travel purposes. Personal vehicle use is allowed for the District's business purposes and will be reimbursed for mileage in accordance with currently authorized IRS rate.
 - 3. Alternative travel arrangements may be structured for travel and lodging to reduce costs or accommodate personal preferences if the alternatives provide cost savings or if the individual pays for the increased costs.
 - 4. Rental cars may be obtained with prior approval from the CAO. Individuals traveling in a group to the same location for business are strongly encouraged to share rental

vehicles where practical. Rental car agency liability and collision/loss damage coverage is required to be obtained at the District's expense.

- F. Lodging. Travel that requires an overnight stay must be pre-approved by the CAO. The accommodations selected should be modestly priced for the city and state traveling to, but if the individual is attending a convention they may book a room at the hotel where a conference is being held, in order to reduce other travel related costs or booking a room at a higher priced hotel due to a legitimate safety concern based upon location.
- G. Travel-related meals.
 - 1. Travel-related meals will be paid for meals (including tax, tips and other meal related expenses) at the current State of Utah per diem rate. Per diem may be paid to individuals prior to leaving for their travel.
 - 2. Individuals can use their personal credit card to pay for approved travel related meals. Individuals need to retain all receipts related to the purchases and submit them with a Travel Reimbursement Form.
- H. Incidental expenses. Incidental expenses are not considered part of the meal per diem reimbursement and must be documented on the Travel Reimbursement Form. Incidental expenses include: ground transportation, parking and related tips, fax, telephone, internet, copy charges and other business related expenses.
- I. Personal expenses. Personal expenses such as entertainment or alcohol are the responsibility of the individual and not reimbursable by the District.
- J. If an individual receives per diem prior to traveling and does not travel on that trip, then the individual will return those funds to the District.

Article XVI

Miscellaneous Financial and Security Policies

- A. Cash Receipting and Deposit Policy. As outlined in the [Utah State Auditor's Cash Receipting and Deposit Policy Template Guide](#), "policies and procedures need to be adapted to the individual needs of entities in varying sizes and locations. Small organizations that do not have enough employees to segregate duties, compensating controls should be considered, such as having a member of the Board review transactions and trace them back to the source." The District is a small organization, does not have employees, and does not receive cash or credit card transactions. The Treasurer or accountant will receive all checks made payable to the District and deposit them in the District's operating account. The Board of Trustees will update this policy in the event that the District needs to receive cash or credit card transactions.
- B. Credit Card Policies and Procedures. It is the policy of the District not to issue or obtain any credit cards for any individuals related to the District's operations. If and when the District decides to obtain or issue a credit card to any individual(s) then the Board of Trustees shall first be required to adopt policies and procedures governing the issuance and use of credit cards.

- C. Personal Use of District Assets. The District was established to provide financing for the Public Improvements to facilitate development within the and without the boundaries of the District. The District has no employees and all services are provided to the District by independent contracted parties. It is therefore not anticipated that any personal use of District assets will be possible or likely. In any event, the District’s policy on use of District assets is that any personal use of District assets is prohibited.
- D. IT and Computer Security Policy. The District is a small organization and does not have any District employees, computers, network, email, and information technology (“IT”). In the event that the District were to hire employees and obtain computers or electronic devices for those employees, the Board would first be required to adopt a policy addressing computers, network, email, and IT use by those employees.
- E. Audit Committee. The Board hereby establishes an Audit Committee composed of Trustees appointed annually by the Chair with the advice and consent of the Board. The Audit Committee shall assist the Board in fulfilling its financial oversight responsibilities by reviewing the District’s financial statements, annual audit or compilation, and internal controls; meeting at least once per year with the District Accountant and independent auditor; and reporting its findings and recommendations to the Board. Members of the Audit Committee may not include the Chair or Treasurer/Vice-Chair and shall serve until reappointed or replaced by subsequent Board action.

Article XVII

Reporting Fraud or Abuse; Fraud Risk Hotline

- A. Improper Governmental Action. “**Improper Governmental Action**” is any action by a public entity’s Trustee or employee as follows:
 - 1. Action done while in their official duties, whether or not the action is within the scope of their Board responsibilities or employment; and
 - 2. That is in violation of any federal, state or local law, and is: an abuse of authority; of substantial and specific danger to the public health or safety; or a gross waste of public funds.
- B. Reporting Fraud or Abuse.
 - 1. Contractors who become aware of Improper Governmental Actions should raise the issue with a Trustee. Trustees who become aware of Improper Governmental Actions should raise the issue with the CAO. In the event a trustee is involved, the issue should be taken up with the entire Board.
 - 2. The CAO, trustee or Board will promptly take action to investigate the report. The District will keep the identity of the reporting person confidential to the extent possible under the law, unless that person authorizes in writing the disclosure of their identity. After an investigation has been completed, the person that reported the possible Improper Governmental Action will be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

C. Complaints, Investigations, Review, and Enforcement.

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

D. Fraud Risk Hotline Policy Statement.

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

- d. Abuse of authority; and
 - e. Unethical conduct.
- E. Filing a Complaint. Complaints should be submitted in writing and provide any evidence that supports the complaint to the CAO. If the alleged complaint deals with the CAO, then the complaint should be submitted to another member of the Board and then brought to the full Board for consideration. Submitted information should include specifics as to ‘who, what, where, when’ as well as any other details that may be important such as information on other witnesses, documents, and pertinent evidence. Due to limited resources the District is unable to accept complaints that are not supported by evidence or provide a means for us to investigate the problem further.
- F. Hotline Information. A complainant may contact a trustee at the contact information provided publicly for trustees on the Utah Public Notice website, <https://utah.gov/pmn>.
- G. Review of Complaint.
1. After receiving a complaint, a review of the allegation(s) and any evidence provided will be preformed. Potential factors to be reviewed include:
 - a. Does the complaint involve actions by a person subject to the District's authority?
 - b. Were improper governmental activities involved?
 - c. Can the allegation(s) be effectively investigated?
 2. Disagreements with management decisions or actions taken by elected officials that are within the law will not be investigated. Overly broad or vague complaints or complaints where evidence is unavailable may be declined.
 3. This policy is intended to weigh the rights of the person(s) alleging the fraud or abuse with those who are accused of the fraud and abuse. Anonymous complaints have the potential to subject the person(s) accused of the fraud or abuse to stress and embarrassment and potentially result in discipline and possible termination. The District is very reluctant to begin any investigation based upon an anonymous complaint due to the fact that evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant’s credibility.
 4. The District reserves the right to decline to investigate any complaint that is made anonymously.
- H. Whistleblower protection. [Utah Code Section 67-21-3](#) prohibits public employers from taking adverse action against their employees for reporting in good faith government waste or violations of law to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the person in authority over the person alleged to have engaged in the illegal conduct.
- I. Confidentiality. The identity of the complainant is considered protected information under the Utah Government Records Access and Management Act (“GRAMA”) (See [Utah Code](#)

[Section 63G-2-103](#), et seq.) and will be kept confidential if requested by the complainant. (See Utah Code Section 67-21-3). Whistleblower protections do not apply to anonymous complaints.

Article XVIII General Provisions

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

Article XIX Amendments

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

WRITTEN CERTIFICATE
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 5-8 AND 12
PURSUANT TO UTAH CODE SECTION 17B-1-217(2)

WHEREAS, the Power District Public Infrastructure District Nos. 5-8 and 12 (the “**Districts**”), are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953; and

WHEREAS, the Districts declare that they are engaged in the following activity, service, and/or duties:

- 1) Levying and collecting a tax;
- 2) Providing a commodity or service;
- 3) Collecting a fee or charging an assessment for a commodity, service, facility, or improvement provided by the District;
- 4) Undertaking planning necessary for the provision of a commodity, service, facility, or improvement as reflected in a written study or report;
- 5) Acquiring or maintaining property or an easement necessary for a service, facility, or improvement to be provided by the District in accordance with the service plan adopted by the District
- 6) Constructing, installing, maintaining, owning, or operating infrastructure for the provision of a commodity, service, facility, or improvement; and
- 7) Legally incurring debt, contracting; or otherwise being obligated to provide a commodity, service, facility, or improvement within a reasonable period of time.

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ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 5-8
AND 12,** quasi-municipal corporations and
political subdivisions of the State of Utah

By: _____
Officer of the Districts

Attest:

By: _____

WRITTEN CERTIFICATE
OF THE BOARDS OF TRUSTEES OF THE
POWER DISTRICT PUBLIC INFRASTRUCTURE DISTRICT NOS. 4 AND 11
PURSUANT TO UTAH CODE SECTION 17B-1-217(2)

WHEREAS, the Power District Public Infrastructure District Nos. 4 and 11 (the “**Districts**”), are quasi-municipal corporations and political subdivisions of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953; and

WHEREAS, the Districts declare that they are engaged in the following activity, service, and/or duties:

- 1) Levying and collecting a tax;
- 2) Providing a commodity or service;
- 3) Collecting a fee or charging an assessment for a commodity, service, facility, or improvement provided by the District;
- 4) Undertaking planning necessary for the provision of a commodity, service, facility, or improvement as reflected in a written study or report;
- 5) Acquiring or maintaining property or an easement necessary for a service, facility, or improvement to be provided by the District in accordance with the service plan adopted by the District
- 6) Constructing, installing, maintaining, owning, or operating infrastructure for the provision of a commodity, service, facility, or improvement; and
- 7) Legally incurring debt, contracting; or otherwise being obligated to provide a commodity, service, facility, or improvement within a reasonable period of time.

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

ADOPTED MARCH 9, 2026.

DISTRICTS:

**POWER DISTRICT PUBLIC
INFRASTRUCTURE DISTRICT NOS. 4
AND 11**, quasi-municipal corporations and
political subdivisions of the State of Utah

By: _____
Officer of the Districts

Attest:

By: _____