

White City Water
Improvement District
Meeting of the
Staff Planning /
Board of Trustees

February 15, 2023

5:00 p.m.

WHITE CITY WATER IMPROVEMENT DISTRICT BOARD OF TRUSTEES

999 East Galena Drive
Sandy Utah
Wednesday, February 15, 2023
5:00 P.M.

A G E N D A

This meeting will be held at the anchor location and electronically for members of the staff and/or public that cannot attend due to health or other concerns. Seating may be limited and restricted to the Trustees, staff, participants, and limited numbers of the general public. Those interested in attending electronically should follow the information noted at the end of this agenda.

Portions of the meetings may be closed for reasons allowed by statute. Motions relating to any of the items listed below, including final action, may be taken.

5:00 p.m. – PLANNING MEETING

1. Call to Order and Determination of Quorum
2. Sunrise Engineering Report -- Cliff Linford
 - Status of Water Storage Tank
 - Status of 10000 South Pipeline Project
 - Status of Trapp Pipeline Segment
 - Sego Lily Project Phase II Work Release
 - General Engineering

3. Manager Reports

Operations Manager Report

- Water Usage Report
- Sego Lily Project Phase II Pipe purchasing and status
- General Repair and Maintenance Update

Office Manager Report

- Annual Document Shred scheduled for latter part of March
- Newsletter Deadline February 22, 2023

General Manager's Report

- Legislative Report
- Conflict of Interest Forms
- Contract with Stifel

4. Close Planning Meeting

RECESS – OPEN BOARD OF TRUSTEES GENERAL MEETING

1. Call to Order and Determination of Quorum
2. Public Comment

Any person wishing to comment on non-public hearing matters or other water system issues, may do so by coming to the table and giving their name and address for the record. Comments should be limited to 3 minutes, unless additional time is granted by the Chair

3. Approval of Minutes of January 18, 2023

4. Accountant/Financial Report

- Year to Date Report for January 2023
- Approval of January 2023 Expenses

7. General Managers Report

Upcoming Conferences, Seminars & Meetings:

- RWAU Conference, Feb 27- Mar 3, 2023 -- St George – **Bob, Cody, Paulina, Christy, James, David** (All registered)
- Water Law & Policy, March 20, 2023 – St George – **Bob, Cody, Paulina, & Paul** (All registered)
- UWUA Workshop, Mar 21-22, 2023 -- St George – **Bob, Cody, Paulina, Paul** (All registered)

8. Discussion and Action re Stifel Contract

9. Discussion and Action re Sunrise Work Release re Sego Lily Phase II

10. Personnel Issues (Closed Session Under Utah Code Ann. 52-4-205)

11. Property Issues If Required (Closed Session Under Utah Code Ann. 52-4-205)

12. Security Issues If Required (Closed Session Under Utah Code Ann. 52-4-205)

13. Litigation Issues If Required (Closed Session Under Utah Code Ann. 52-4-205)

14. Water System Issues

15. Suggested Items for Future Board Meetings.

16. Adjourn

**** Electronic Meeting Participation -- via "GoToMeeting"**

WCWID Board of Trustees Meeting

Wed, Feb 15, 2023 5:00 PM - 8:00 PM (MST)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/504327293>

You can also dial in using your phone.

United States: [+1 \(312\) 757-3121](tel:+13127573121) Access Code: 504-327-293

WORK RELEASE 2023 - 01

Sego Lily Water Line Replacement Phase II

WHITE CITY WATER IMPROVEMENT DISTRICT
999 E. Galena Drive
Sandy, UT 84094

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2023-01 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by OWNER.

ENGINEER

SUNRISE ENGINEERING, INC.

By: 

Name: Cliff Linford

Title: SLC Civil Dpt. Manager

Date: 2/13/2023

OWNER

WHITE CITY WATER IMPROVEMENT
DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

WORK RELEASE NO. 2023-01

Sego Lily Drive Water Line Replacement Phase II

This Work Release is entered into by and between WHITE CITY WATER IMPROVEMENT DISTRICT (OWNER) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated September 9th, 2010 hereinafter referred to as the "Agreement", OWNER and ENGINEER desire to identify certain work and service to be performed by ENGINEER pursuant to the Agreement. OWNER intends to retain general engineering services hereinafter referred to as "Project" and for which ENGINEER agrees to perform various professional engineering services.

PROJECT UNDERSTANDING

WCWID desires to replace the existing water line on Sego Lily Drive from Barium Lane (930 East) to Flint Drive prior to the Sego Lily Drive Project. The project consists of approximately 1,000 Lineal Feet of 8" ductile Iron Pipe, and 42 service connections. See Exhibit B.

ARTICLES

It is therefore agreed the ENGINEER will perform the following:

ARTICLE 1. SCOPE OF WORK

ENGINEER shall provide complete consulting services as hereinafter described, and which are necessary and associated with the Project within generally accepted standards.

- 1.1. **Perform Topographic Design Survey:** ENGINEER will provide topographic design survey for the Sego Lily Drive Project. The project limits are along Sego Lily from 730 East to Barium Lane and will be limited to the right-of-way with all visible utilities identified.
- 1.2. **Prepare Construction Drawings:** ENGINEER will prepare construction drawings for a new 8" water main approximately 2,000 Lineal Feet. The drawings will include the following: Title Sheet, Location Map & Sheet Index, General Construction Notes, Abbreviations and Legends, Plan & Profile Sheets, and Detail Sheets.

It is understood the drawings will be for Matrixx Excavation and not for bidding purposes. Any clarifications will be handled through communication with the OWNERS selected pipeline replacement contractor (Matrixx Excavation).

- 1.3. **Prepare Technical Specifications.** Sunrise will design the pipeline project per WCWID standards and prepare a quantity take off for negotiations with the District's pipeline replacement contractor.

- 1.4. **Construction Administration:** Sunrise will perform construction administration on the Project to include answering contractor RFI's and reviewing pay requests.
- 1.5. **Contract Record Drawings:** ENGINEER will provide OWNER with Contract Record drawings. It is understood that the Contract Record Drawings will be based on the red line set provided by the OWNER and Matrixx Excavation.

ARTICLE 2. ADDITIONAL ENGINEERING SERVICES PHASE

Additional work requested by OWNER will be performed by ENGINEER at rates shown on Exhibits B. ENGINEER shall submit monthly-itemized billings for this work, which shall be due and payable within 30 calendar days received thereof by OWNER.

ARTICLE 3. COMPENSATION

OWNER agrees to compensate ENGINEER for all services described under this Work Release at the hourly rates shown on Exhibit A. The budget numbers for each phase are shown in Exhibit C. OWNER understands that the amounts listed in Exhibit C are budget amounts and that the work under a particular item may exceed the budgeted amount. However, the total compensation shall not exceed the total amount of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS. **(\$13,500)** ENGINEER will submit monthly billings for this work, which will be due and payable within thirty (30) calendar days of receipt thereof by OWNER.

ARTICLE 4. INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be sent to:

WHITE CITY WATER IMPROVEMENT DISTRICT
999 E. GALENA DRIVE
SANDY, UT 84094

ARTICLE 5. WARRANTY AND LIABILITY

General Services. Performed by ENGINEER within the limits prescribed by this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty or representation, either expressed or implied, is included or intended under this Agreement.

EXHIBITS

SUNRISE ENGINEERING, INC.
SLC Civil
2023 Fee Schedule

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>2023 RATE</u>	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>2023 RATE</u>
101	Engineer Intern (E.I.T.) I	\$118	500	Funding Specialist	\$156
102	Engineer Intern (E.I.T.) II	\$129	601	GIS Tech	\$85
103	Engineer Intern (E.I.T.) III	\$145	602	GIS Tech II	\$97
104	Engineer III	\$150	611	GIS Specialist I	\$124
105	Engineer IV	\$188	613	GIS Analyst	\$145
106	Engineer V	\$204	614	GIS Programmer	\$139
107	Senior Engineer	\$220	615	GIS Team Leader	\$160
110	Principal Engineer	\$241	712	Project Manager II	\$209
301	Engineering Tech I	\$85	51	Administrative I	\$54
302	Engineering Tech II	\$113	52	Administrative II	\$70
303	Engineering Tech III	\$129	53	Administrative III	\$86
304	Engineering Tech IV	\$145	96	Public Information Manager	\$140
351	Construction Observer I	\$85	921	Survey Tech	\$96
352	Construction Observer II	\$102	930	Survey CAD Tech	\$149
353	Construction Observer III	\$118	935	One Man Survey Crew	\$177
354	Construction Observer IV	\$129	940	Survey Manager	\$188
401	CAD Drafter I	\$85	945	Registered Surveyor	\$203
402	CAD Drafter II	\$96	950	Principal Surveyor	\$224
403	CAD Drafter/Designer III	\$117			
404	CAD Drafter/Designer IV	\$129			
			MILAGE	per mile	\$0.59

Other Services

121	Electrical Engineer Intern (E.I.T.) I	\$139	314	Electrical Tech IV	\$160
122	Electrical Engineer Intern (E.I.T.) II	\$156	315	Electrical Tech V	\$177
123	Electrical Engineer III	\$177	500	Funding Specialist	\$156
124	Electrical Engineer IV	\$203	510	Plan Reviewer	\$139
125	Electrical Engineer V	\$231	511	Building Inspector I	\$81
126	Principal Electrical Engineer	\$247	512	Building Inspector II	\$107
311	Electrical Tech I	\$107	513	Building Inspector III	\$134
312	Electrical Tech II	\$124	525	Building Official	\$156
313	Electrical Tech III	\$145	705	Planner V	\$166

Subconsultants and other direct expenses as incurred plus 10% handling fee

SUNRISE ENGINEERING

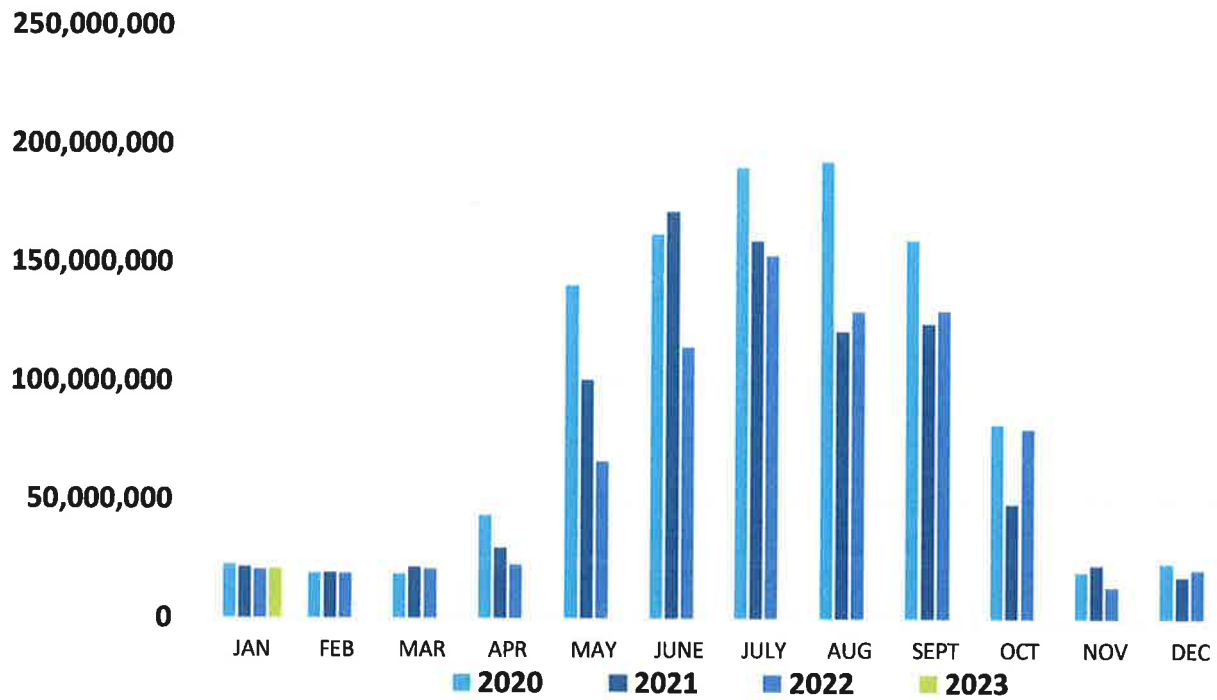
Project Map EXHIBIT B



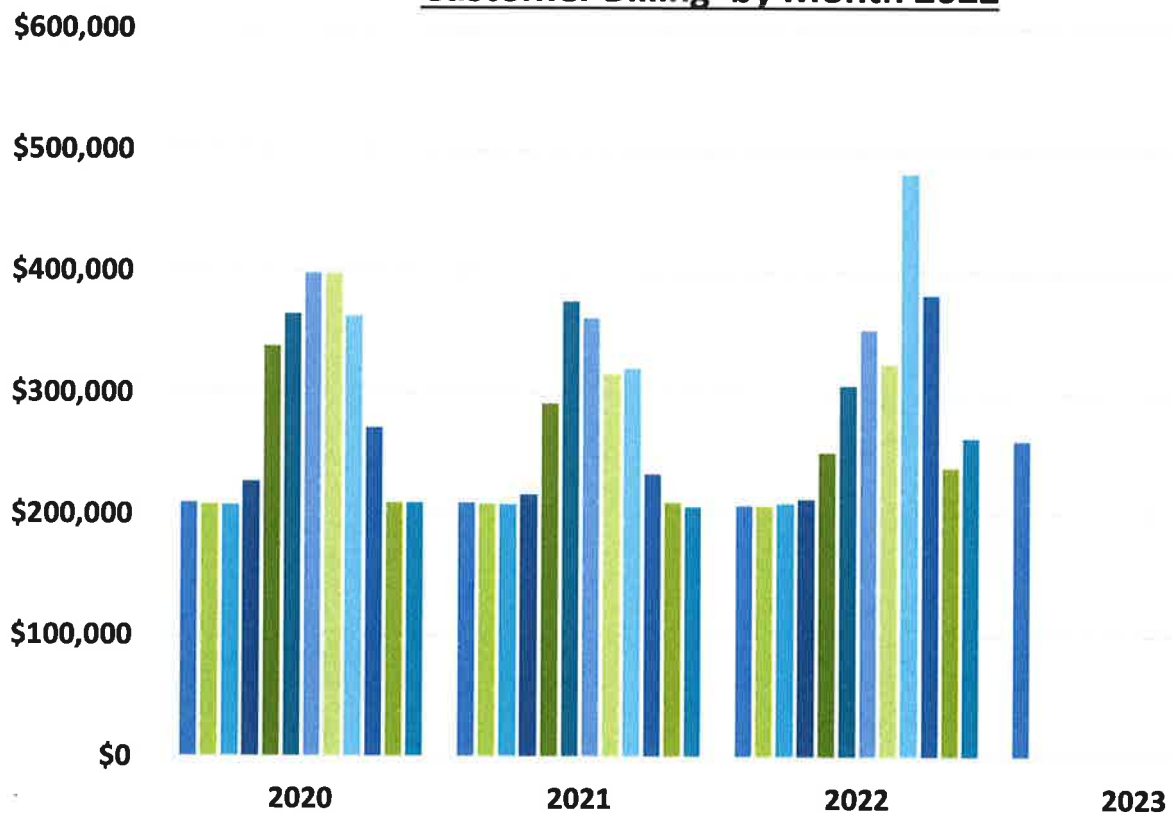
SUNRISE ENGINEERING
BUDGET NUMBERS
EXHIBIT C

1.1 Topographic Survey	\$2,000
1.2 Construction Drawings	\$8,000.
1.3 Technical Specifications	\$1,000.
1.4 Construction Administration	\$1,500.
1.5 Contract Record Drawings	<u>\$1,000.</u>
TOTAL:	\$13,500

Customer Usage by Year



Customer Billing by Month 2022



White City Water Improvement District Conflict of Interest Disclosure Form

Annual Conflict of Interest Disclosure Form

The following disclosures are required to be made annually by all employees and Trustees of the White City Water Improvement District (District) under the provisions of the Utah Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1 *et seq.* If additional space is needed, please use a separate sheet of paper. The information provided shall be kept on file with the District and may be subject to disclosure to the public.

The undersigned, under penalties of perjury, makes the following statement regarding my private business interest. (*Type or print all information*)

A. _____
District Employee or Trustee

Address

B. _____
Outside institution, entity, private business, or person involved

Describe

Outside institution, entity, private business, or person's address and phone number.

C. Describe your position in, investment in, or relationship to the above-named institution, entity, private business, or person. This may include describing the nature of the economic interest or employment you hold in the private business, or the relationship with or transaction between, the business, institution, person, etc. and the District. Use more sheets if necessary. (*This disclosure statement will not be accepted as valid unless this section is completed and the statement is properly signed*):

DATED THIS _____ DAY OF _____, 20____

By: _____

Title/Office: _____

SWORN TO AND SUBSCRIBED BY ME

THIS _____ DAY OF _____, 20____

NOTARY PUBLIC

4880-1970-5672, v. 1



UNDERWRITER/PLACEMENT AGENT ENGAGEMENT AGREEMENT

WHITE CITY WATER IMPROVEMENT DISTRICT, UTAH

(Contract Term: January 15, 2023 through January 15, 2028)

THIS ENGAGEMENT AGREEMENT ("Engagement Agreement"), is made and entered into effective the 15th day of January, 2023 to January 15th, 2028, by and between White City Water Improvement District, Utah (the "Issuer") and Stifel, Nicolaus & Company, Incorporated ("Stifel") (each a "Party" and collectively the "Parties"). Upon completion of the five-year engagement, the agreement will automatically renew for an additional five years. Either party shall have the right to terminate this Agreement in full for any reason with at least ninety (90) days written notice to the other party prior to January 15th of any year that this contract is in force. At the termination of this Agreement, in any such manner, the payment to the Provider of compensation earned to the date of such termination shall be in full satisfaction of all claims against the Issuer under this Agreement.

WHEREAS this Engagement Agreement sets forth the general scope of services that Stifel expects to provide to the Issuer, for each issuance of bonds for which Stifel serves as underwriter or placement agent to the Issuer during the Term of Appointment (each a "Transaction");

WHEREAS, attached as Exhibit A to this Agreement is a form of Transaction Confirmation ("Transaction Confirmation"), which will set forth specific considerations for each Transaction, and which the Parties agree to execute for each Transaction;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

Engagement

The Issuer has engaged Stifel to serve as underwriter or placement agent, and Stifel hereby agrees to provide the services set forth herein with respect to each Transaction for which Stifel serves as underwriter or placement agent during the Term of Appointment;

Scope of Services

The Issuer is engaging Stifel to perform various services. Stifel will perform such services within the framework of all relevant rules and regulations. All services provided by Stifel will be provided on an arm's length, commercial basis and may or may not be provided in conjunction with services provided by advisors to the Issuer, such as, but not limited to, a financial advisor or a municipal advisor. With this understanding, Stifel may provide the following services and perform the following functions with respect to each Transaction for which Stifel serves as underwriter or placement agent during the Term of Appointment:

A. Structuring the Financings

1. Stifel will work with the Issuer, its bond counsel, financial advisor, disclosure counsel, and other members of the Issuer's financing team in evaluating specific terms and conditions affecting each Transaction with the purposes of meeting the Issuer's financing objectives and assuring appropriate credit quality;
2. Stifel will work with the Issuer to assist in the creation of a feasible and efficient structure for each Transaction in order to enhance the marketability of the related issuance of bonds; and
3. In cooperation with the Issuer, Stifel will assist in the preparation of and/or review of all documents necessary for the issuance of bonds in connection with each Transaction, including, but not limited to: authorizing resolutions; bond purchase agreements or placement agent agreements; and preliminary and final official statements or private placement memoranda to be distributed to potential investors, as required.

B. Marketing the Securities

1. Stifel will provide information and material as needed to support presentations for rating agencies and/or bond insurance companies; if requested;
2. Stifel will coordinate printing and distribution of the preliminary and final official statements, private placement memoranda, or similar offering documents, if any ("Offering Documents");
3. Together with the Issuer and other appropriate parties, Stifel will provide market information on the timing of the sale of the bonds in each Transaction in relation to the market conditions and financing needs;
4. Stifel will arrange for distribution of the final official statements, if any, in accordance with Section 240.15c2-12 of Title 17 of the Code of Federal Regulations;
5. Stifel will serve as underwriter or placement agent, subject to: (i) execution by the Parties of a mutually satisfactory bond purchase agreement or bond placement agreement, and (ii) execution by the Issuer of other customary documentation, including but not limited to documentation whereby the Issuer attests to the accuracy and completeness of the Offering Documents and/or any other materials comprising a credit package used in connection with the offering of the Issuer's bonds;
6. Stifel will coordinate with all parties so as to consummate the sale and delivery of the bonds with respect to each Transaction in a timely manner.

Regulatory Disclosures

The rules of the Municipal Securities Rulemaking Board ("MSRB") require underwriters and placement agents to provide certain disclosures relating to the issuance of municipal securities, as follows:

A. Underwriter Exclusion to Municipal Advisor Rule

The Issuer acknowledges that it is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8) (the "Rule") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. Some of the services that Stifel will be called upon to perform, such as providing advice with respect to the sizing, structure, timing and terms of the bonds with respect to each Transaction, are services that are also commonly provided by financial advisory firms.

However, in connection with any provision by Stifel of such services, the Parties acknowledge and agree that Stifel is serving as an underwriter or placement agent and is permitted to give advice and recommendations under the "underwriter exclusion" provision of the Rule. The Issuer agrees that Stifel is not serving and will not be serving as the Issuer's financial advisor or acting as an agent or fiduciary for the Issuer and that the Issuer will be consulting with its own legal, financial and other advisors for each Transaction. This Agreement and relationship shall be either executed, approved or acknowledged by an authorized officer of the Issuer.

B. Role Disclosures

1. MSRB Rule G-17 requires underwriters and placement agents to deal fairly at all times with both municipal issuers and investors.
2. The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer. The placement agent's primary role is to place securities directly with an investor or investors on behalf of the Issuer without first purchasing the securities. Stifel has financial and other interests that differ from those of the Issuer.
3. Unlike a municipal advisor, the underwriter/placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
4. The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.

5. Stifel will review the official statement or private placement memoranda for the securities, if any, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transactions.¹

C. Disclosures Concerning the Underwriter's Compensation and Placement Agent Fee

Stifel will be compensated by an underwriting discount or a placement agent fee that will be (i) set forth in a Transaction Confirmation provided to the Issuer at the outset of each Transaction for which Stifel serves as underwriter or placement agent, and (ii) included in the bond purchase agreement or bond placement agreement, as applicable, to be negotiated and entered into for the bonds issued in each Transaction. Payment and receipt of the underwriting discount or placement agent fee will be contingent on the closing of the respective Transaction and the amount of the discount or fee may be based, in whole or in part, on a percentage of the principal amount of the respective bonds issued in each Transaction. Although this form of compensation is customary in the municipal securities market, it presents a conflict of interest because the underwriter or placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

D. Conflicts of Interest Disclosures

It is acknowledged and agreed that the undersigned signatory on behalf of Stifel has the requisite authority to bind Stifel by contract with the Issuer, and that Stifel, to its best present knowledge, has not identified any additional potential or actual, material conflicts that require disclosure ("Material Conflicts").

It is acknowledged and agreed that the undersigned signatory on behalf of the Issuer has the requisite authority to bind the Issuer by contract with Stifel, and that the Issuer, to the best of its knowledge, is not a party to any agreement or other arrangement which would result in any actual, material conflict of interest relating to the subject transactions ("Conflicting Agreements").

Each Transaction Confirmation will either (i) confirm the lack of, or (ii) disclose any Material Conflicts and Conflicting Agreements that Stifel has identified relevant to or at the time of the Transaction to which such Transaction Confirmation relates.

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. Stifel's review of the official statement or private placement memoranda by the underwriter/placement agent is solely for purposes of satisfying Stifel's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement or private placement memoranda.

E. Disclosures Relating to Complex Municipal Securities Financing

Stifel does not expect that it will recommend a "complex municipal securities financing" to the Issuer. However, if Stifel subsequently recommends to the Issuer, or if the bonds issued in a Transaction are ultimately structured in a manner considered a "complex municipal securities financing," Stifel will provide additional disclosure in the Transaction Confirmation for the Transaction, or (if identified thereafter) will provide supplemental disclosure to the Issuer, regarding the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to Stifel and are reasonably foreseeable at that time. A "complex municipal securities financing," is defined for purposes of this Engagement Agreement to mean a financing that includes variable rate debt or interest rate swaps or any other financing structure that is unique, atypical or otherwise not well understood by the Issuer.

Limitation of Duties

The Issuer acknowledges and agrees that Stifel is not making a commitment to extend credit, make a loan or otherwise fund projects beyond the obligations contained in a mutually satisfactory bond purchase agreement or placement agent agreement. The Issuer acknowledges that the services provided under this Engagement Agreement involve professional judgment by Stifel and that the results cannot be, and are not, guaranteed.

As addressed above, among the services that Stifel will perform under this Engagement Agreement is assistance in preparation of, and/or review of the preliminary and final official statements or private placement memoranda for the Bonds, if any. We note, however, that under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. Our assistance with respect to, and/or review of any official statement or private placement memorandum will be solely for purposes of satisfying our obligations as underwriter or placement agent under the federal securities laws and such assistance and/or review should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in any such official statement or private placement memorandum.

Severability of Provisions

If any provision of this Engagement Agreement is held invalid, the remainder of the Engagement Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Governing Law

This Engagement Agreement, and the rights and obligations of the parties hereto, shall be construed, interpreted and enforced pursuant to the laws of the State of Utah, and exclusive venue in any and all actions existing under this Engagement Agreement shall be laid in the action or proceeding which the Issuer or Stifel may be required to prosecute to enforce its respective rights within this Engagement Agreement. The unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Engagement Agreement, the Issuer and Stifel agree to first submit any disagreements to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for both parties.

Subcontractors

Stifel may, with the prior written approval of the Issuer, use such subcontractors as are necessary in the fulfillment of this Engagement Agreement.

Miscellaneous

Nothing contained herein shall preclude Stifel from carrying on its customary and usual business activities. Stifel specifically reserves the right, but is not obligated, to bid for and maintain secondary markets on any Issuer outstanding bonds subject to appropriate information barriers. Services provided by Stifel in connection with this Engagement Agreement shall not limit Stifel from providing services for the Issuer in conjunction with other services requested by the Issuer except as limited by rule of law or regulation.

In connection with services agreed to herein, it is understood that Stifel will render professional services as an independent contractor. Neither Stifel nor any of its agents or employees shall be deemed an employee of the Issuer for any purpose.

Stifel shall not assign or otherwise transfer any interest in this Engagement Agreement without the prior written consent of the Issuer.

The Issuer acknowledges and recognizes Stifel as underwriter with respect to the municipal securities referenced for purposes of MSRB Rule G-23 and Securities and Exchange Commission Rule 17 CFR (Registration of Municipal Advisors) and acknowledges receipt of the G-17 disclosures included herein.

Entire Agreement

This Engagement Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and supersedes any prior understandings or representations. This Engagement Agreement may be amended or modified only by a writing signed by both parties. This Engagement Agreement is solely for the benefit of the Issuer and Stifel, and no other person.

Counterpart Signature Pages

This Engagement Agreement is submitted in duplicate originals. The acceptance of the Engagement Agreement by the Parties will occur upon the return of one original of the Engagement Agreement executed by an authorized representative of each of the respective Parties, and the Parties each hereby represent and warrant that the signatory for each Party below is authorized to execute this Engagement Agreement on behalf of such Party.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement effective as of the day and year first written above.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____

Name: John Crandall

Title: Managing Director

Date: December 15, 2022

ACCEPTANCE

WHITE CITY WATER IMPROVEMENT DISTRICT, UTAH

By: _____

Name: _____

Title: _____

Date: _____

[Signature Page to Engagement Agreement]



Exhibit A

TRANSACTION CONFIRMATION

Re: \$[] [] Bonds, Series 20 [] (the "Bonds")

THIS TRANSACTION CONFIRMATION is entered into pursuant the Underwriter / Placement Agent Engagement Agreement, dated January 15th, 2023 (the "Engagement Agreement") between Stifel, Nicolaus & Company, Incorporated ("Stifel") and White City Water Improvement District, Utah (the "Issuer") (collectively, the "Parties") in connection with the proposed issuance by the Issuer of the above-referenced Bonds.

The Parties hereby acknowledge and agree as follows:

1. **Engagement Agreement (Copy Attached):** The Engagement Agreement is incorporated herein by reference, and a copy is attached hereto. The Parties acknowledge that the Engagement Agreement is in full force and effect on the date hereof, and that its terms apply to the Bonds except as the same may be superseded by terms or disclosures otherwise included in this Transaction Confirmation.
2. **Sale of the Bonds:** The Bonds are expected to be [publicly offered by Stifel acting as underwriter to the Issuer][the subject of a private placement, with Stifel acting as placement agent];
3. **Compensation:** As compensation for its services, Stifel shall be paid [an underwriting discount equal to \$ [] per \$1,000 of Bonds offered and sold][a private placement fee in the amount of \$ []]. Stifel's fee is contingent on the successful closing of the Bond transaction.
4. **Expenses:** The Issuer will pay Stifel, from proceeds of the Bonds, the costs, fees, and expenses incurred by Stifel in the performance of its obligations with respect to the Bonds, including the cost of Stifel's legal counsel, if any, in an aggregate amount not to exceed \$[].
5. **Regulatory Disclosures:** The Issuer acknowledges the disclosures included under "Regulatory Disclosure" in the Engagement Agreement.
6. **Conflicts:** Stifel has not identified any Material Conflicts or any Conflicting Transactions (both as defined in the Engagement Agreement) arising since the Engagement Agreement pertinent to the Issuer or the issuance of the Bonds.
7. **Complex Municipal Securities Financing:** The Bonds represent a "complex municipal securities financing." Accordingly, attached hereto are additional disclosures relating to the Bonds.]

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement effective as of the day and year first written above.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTANCE

WHITE CITY WATER IMPROVEMENT DISTRICT, UTAH

By: _____

Name: _____

Title: _____

Date: _____

Signature Page to Transaction Confirmation

Re: \$[] [] Bonds, Series 202_]

White City Water Improvement District
Board of Trustees
District Office
999 Galena Drive
Sandy, UT 84070

Wednesday, January 18, 2023

5:00 PLANNING MEETING

1. Call to Order and Determination of Quorum - The Planning Committee meeting of the White City Water Improvement District Board of Trustees was called to order by Chair Paulina Flint at 5:00 p.m. on Wednesday, January 18, 2023, at the District Office. It was determined a quorum was present, all members in attendance. Paul Ashton, Elaine Christensen, Sue Dean, Ryan Johnson, along with Steve Hansen and Angela Xia from Sunrise Engineering were also in attendance.
1. Sunrise Engineering Report
 - Status of Water Storage Tank - Cliff Linford excused, Steve Hansen and Angela Xia reporting. Steve reported on the status of the Water Storage Tank. He noted the plans are basically complete, and still need to be submitted to the State. Cliff has called several contractors and the bid is now on hold. It could go forward at any time. Most critical to know is how long will the contractor have to work on the project. If a short construction time, many will not bid. It was Cliff's recommendation that we submit to the State for plan approval, which takes about 30 days, then bid March-April. The State also gives Operating Approval after construction. We are ready to turn the plan over to the State. Ryan needs to give final approval. The tank will be gravity fed. Ms. Flint stated we need to include training as a qualifier in the bid.
 - Status of 10000 South Pipeline Project
 - Report on Pipeline Bid and Recommendation - Steve reported he brought a handout, Summary of Project Procurement for Board review and discussion. Before the discussion, Ms. Seiger-Webster declared she had a conflict because of her employment. The details of the summary were reviewed with 4 different suppliers listed. The comparison presented in the summary was discussed, including the "apples to apples" comparison. Sunrise recommended we proceed with Core & Main. They are a local company. Angela reviewed pipe make-up, structure and tolerance, included in the bids. The tank will take about 12 months to build. We need to think about the time frames on various aspects the tank or if we should offer a bonus for early completion. Ms. Seiger-Webster commented we could suggest different delivery dates for different sizes of pipe as a cost-saving measure. We also need to have a plan for what to do with the excavated dirt.

General Engineering - There were no General Engineering items for discussion.
It was moved by Mr. True, seconded by Mr. Cutler the Sunrise Engineering Report be accepted. The motion was approved with the following vote: Ms. Seiger-Webster and Flint, aye; Messrs. True, Cutler and Johansen, aye

2 Manager Reports

Operations Report

- 2022 Water Use Report and Discussion re: Water Loss percentages- Ryan reviewed the Water Use Report use in 2022. We produced 897 M Gallons, billed 72 M Gallons, representing a 10% water loss. 10% is recommended. He briefly discussed water loss numbers in previous years.
- Sego Lily Project Phase II - Ryan reported, Cliff will bring Work Release for the design on Sego Lily Phase II. The Open House was held with Township on this project. We are hoping to begin this summer, with completion before they begin to overlay the road. Pipe has been ordered and should be here in March-April. (1100 ft.) will be delivered here, and will be stored in yard. SL County will be doing road overlay on Zinnia and on Peony this year, and fill on Carnation. They also plan a sidewalk project by Granite Park.
- General Repair and Maintenance Update - Ryan reviewed repair and maintenance issues on Poppy and Sego Lily/ He also reviewed issues caused by the power outage on January 2, 2023. We lost power throughout the District; Staff did a great job getting generators up and running and also restoring power to Well 8. Sandy will be doing a storm line project on Bainbridge and Ridgemark. No time frame yet, Garry stated people are asking when water will be out.
- **It was moved by Mr. Johansen, seconded by Ms. Seiger-Webster the Operations Manager Report be accepted. The motion was approved with the following vote: Messrs. True, Cutler and Johansen, aye; Ms. Flint and Seiger-Webster, aye.**

Office Manager Report

- Newsletter Deadline - January 23, 2024 - Elaine stated she needs information by January 23 for the upcoming newsletter. She will include a reminder about the Lead and Copper Survey, and also a note about Sego Lily Project. She will keep Lead and Copper in newsletter as we have space.
- **It was moved by Mr. Cutler, seconded by Mr. True the Office Managers Report be accepted. The motion was approved with the following vote: Ms. Seiger-Webster and Flint aye; Messrs. Cutler, Johansen and True, aye.**

General Manager's Report

- Legislative Report Paul reported the Legislative Session started yesterday. We are tracking bills coming out of Committee. We are also putting together a list of water bills, possibly fewer bills than last year. UASD will start meeting next week; Paul advised that he would like Ryan to register as a lobbyist. He noted Paulina is not registered this year.
 - Conflict of Interest Forms- Paul stated the District should have Conflict of Interest Forms completed by the Board Members. He will e-mail the forms to be filled out and returned to him. .
 - Earthquake Coverage - Paul advised he has received a quote for Earthquake coverage for the District. After discussion of coverage for \$1M or \$2M; it was the consensus of the Board \$2M earthquake coverage at a cost of \$8,000 for 1 year, with a \$100,000 deductible be purchased for the District, to be reviewed again in 1 year.
 - **It was moved by Mr. True, seconded by Mr. Cutler the General Manager Report be accepted. The motion was approved with the following vote: Messrs. Cutler, True and Johansen, aye, Ms. Flint and seiger-Webster, aye.**
4. Close Planning Meeting
It was moved by Mr. Johansen the Planning Meeting be closed.

To Do's
White City Water Improvement District
Planning Committee Meeting
Wednesday, January 18, 2023

1. Plan for Water Storage Tank to be submitted to State for approval after final Ryan review. – In Process
2. Procurement of pipe for 10000 South Pipeline Project awarded to Core & Main -- Complete
3. Report on status of water storage tank and 10000 South Pipeline Project. -- Complete
4. Ryan to update status of Sego Lily project. – In Process
5. Cliff to bring Work Release of design work on Sego Lily Phase II Project to February Board meeting – Agenda
- 6.. Consensus of Board to purchase \$2M earthquake insurance coverage. Review after 1 year -- Complete

RECESS - OPEN BOARD OF TRUSTEES GENERAL MEETING -

**WHITE CITY WATER IMPROVEMENT DISTRICT
BOARD OF TRUSTEES**

Wednesday, January 18, 2023

Minutes

Members

Present: Paulina Flint, Chair; Bob Johansen, Vice Chair; Garry True, Treasurer; Christy Seiger-Webster, Clerk, Cody Cutler

Others

Present: Paul Ashton, Elaine Christensen, Sue Dean, Dave Sanderson.

1. Call to Order and Determination of Quorum -
The meeting of the White City Water Improvement District Board of Trustees was called to order by Chair Paulina Flint at 5:00 pm on Wednesday, January 18, 2023; at the District Office. It was determined a quorum was present.

2. Swearing-in of Gary True and Cody Cutler - as elected Trustees for WCWID 4-Year term
Mr. Ashton congratulated Garry True and Cody Cutler on their election as Trustees for a 4-year term; Other Board members offered their congratulations and best wishes. Ms. Seiger-Webster, Clerk of the District, then administered the oath of office to Messrs. True and Cutler.

3. Election of Officers
Mr. Ashton stated the current officers of the District are: Paulina Flint, Chair; Bob Johansen, Vice Chair; Gary True, Treasurer; Christy Seiger-Webster, Clerk. After discussion, **It was moved by Mr. Cutler, seconded by Mr. True the current officer remain in their positions for the upcoming year. The motion was approved with the following vote: Messrs. Cutler, True, and Johansen, aye; Ms. Seiger-Webster and Flint, aye.**

4. Public Comment -
There were no public representatives present and Mr. Ashton stated no Public comment has been received by telephone, in writing or electronically.

5. Approval of Minutes of Dec. 21, 2022

After review, **it was moved by Mr. Johansen, seconded by Mr. True the minutes of the December 21, 2022 Board of Trustees meeting be approved. The motion was approved with the following vote: Messrs. Cutler, True and Johansen, aye; Ms. Flint and Seiger-Webster, aye.**

Board of Trustees
Wednesday, January 18, 2023

6 Accountant/Financial Report -

Dave Sanderson reviewed the Residential Water Sales Report. The Board discussed the numbers for 2022 : \$3,308,000 compared to \$3,042,741 for 2021.. The annual audit process will start soon. The impact of new rates and public concern regarding uniform billing were also noted. Mr. Sanderson stated reporting is becoming more complicated. The Board will review again in about 6 months.

DRAFT

Year to Date Report for December 2022 Mr. Sanderson stated financials are looking good, and all required reports have gone to the State. Financial statements included in the meeting packet were reviewed. Mr. True referred to issues in anticipation of next year's budget preparation. **It was moved by Mr. True, seconded by Ms. Seiger Webster, the Year to Date Report be accepted. The motion was approved with the following vote: Ms. Seiger-Webster and Flint, aye; Messrs. Johansen, True and Cutler, aye.**

Approval of December Expenses - After review, **It was moved by Ms. Seiger-Webster, seconded by Mr. Johansen the December, 2022 Expenses be approved. The motion was approved with the following vote: Messrs. Johansen, True and Cutler, aye; Ms. Seiger-Webster and Flint, aye.**

7 General Manager Report

Mr. Ashton stated Conferences and Seminars are listed on the meeting agenda He is waiting for information from Don Barnett who will speak at the Water Law meeting.

Upcoming Conferences, Meetings & Seminars

- RWAU Conference - Feb. 27 - March 3, 2-23 - **Bob, Cody,)Paulina, Christy James, David**
- UWUA Workshop - March 20-22, St. George - **Bob, Cody, Paulina, Paul**

Mr. Ashton stated he had no additional items to report. **It was moved by Mr. Johansen, seconded by Mr. Cutler the General Manager Report be accepted. The motion was approved with the following vote: Messrs. Johansen, Cutler and True, aye; Ms. Flint and Seiger-Webster, aye.**

- 8 Discussion and Approval for Award for Pipeline Supplier for 10000 Pipeline Project
Mr. Ashton stated after discussions last month regarding this project, and based on the recommendation off Sunrise Engineering, he recommended procurement of pipe for the

White City Water Improvement District

Pa
ge -3-

Board of Trustees
Wednesday, January 18, 2023

DRAFT
10000 South Pipeline Project go forward now from Core & Main. He noted the Summary of Procurement was discussed in detail during Planning Committee meeting. **It was moved by Mr. True, seconded by Mr. Cutler pipe for the 10000 South Pipeline Project be purchased from Core & Main now. Ms. Seiger-Webster stated she has a conflict of interest and abstained from this vote. The motion was approved with the following vote: Messrs. True, Cutler and True, aye; Ms. Flint aye. .**

There were no Closed Session items to be discussed.

- 9 Personnel Issues (Closed Session Under Utah Code Ann. 52-4-205)
10 Property Issues If Required - (Closed Session Under Utah Code Ann 52-4-205)
11 Security Issues if Required (Closed Session under Utah Code Ann. 52-4-205)
2 Litigation Issues if required (Closed Session Under r Utah Code Ann. 52-4-205)

- 13 Water System Issues

There were no additional Water System for discussion..

- 14 Suggestions for Future Board Meetings

Contact with John Crandall update due in February
Look at tank design before bids go out.
Review other contracts which may need to be updated
After word comes in from bids on storage tank, we'll have a better idea for a retreat date.

14. Adjourn

It was moved by Mr. Johansen the meeting adjourn.

Respectfully submitted,

Approved:

Susan A. Dean, Secretary

Paulina F. Flint, Chai

D R A F T

To Do's
White City Water Improvement District
Board of Trustees
Wednesday, January 18, 2022

1. Dave Sanderson will review impact of new rates and changes in uniform billing charges on residents in about 1 year. – In Process
2. Contract with John Crandall to be updated in February -- Agenda
3. Look at Contracts which may need to be updated. – In Process
4. Paul will e-mail Conflict of Interest forms to Board members to be filled out. Signed and returned to him. – In Packets
5. Paul will follow-up with Don Barnett regarding his presentation at the upcoming Utah Water Law Conference – In Process
- . 6. Look at tank design again before bids go out. – In Process
- 7 After Bids come in on storage tank, look at dates for Board Retreat – In Process

WHITE CITY WATER (DISTRICT)
BALANCE SHEET
JANUARY 31, 2023

FUND 51

ASSETS

51-1111	CASH - US BANK CHECKING ACCT		40,820.28
51-1113	XPRESS BILL PAY CLEARING	(10,934.99)
51-1120	CASH CLEARING - UTILITIES	(517.25)
51-1153	PTIF #5822 RW FUND		844.84
51-1155	PTIF #5507 -- OPERATING FUND	(43,378.81)
51-1156	PTIF #1454 CAPITAL RESERVE		42,863.53
51-1158	PTIF #4779 CAPITAL IMPROVEMENT		3,054.59
51-1159	2020 BOND DEBT 248891000		4,637.44
51-1161	2020 BOND DEBT RES 248891001		13,577.67
51-1163	2015 BOND SERIES 240217000		9,146.62
51-1180	2021 BOND DEBT #221884000		19,989.60
51-1181	2021 BOND SINK A #221884001		41,277.86
51-1182	2021 BOND SINK B #221884002		382.19
51-1183	2021 COI #221884003		.02
51-1192	2022 PROJECT FUND 247852001		25,534.73
51-1193	2022 BOND FUND 247852000		1,005.75
51-1311	CUSTOMER ACCOUNTS RECEIVABLE	(21,990.84)
51-1331	INTEREST RECEIVABLE	(28,899.02)
TOTAL ASSETS			<u>97,414.21</u>

LIABILITIES AND EQUITY

LIABILITIES

51-2131	ACCOUNTS PAYABLE	(72,390.24)
51-2211	ACCRUED PAYROLL PAYABLE		24,274.05
51-2221	FEDERAL TAX PAYABLE	(1,597.97)
51-2222	STATES PAYROLL TAXES PAYABLE		4,412.06
51-2223	RETIREMENT PAYABLE		4,677.07
51-2224	INSURANCE PAYABLE		29,024.26
51-2225	WORKERS COMP PAYABLE		1,234.18
51-2227	GARNISHMENTS		110.77
TOTAL LIABILITIES			(10,255.82)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:		
REVENUE OVER EXPENDITURES - YTD	<u>107,670.03</u>	
BALANCE - CURRENT DATE		<u>107,670.03</u>
TOTAL FUND EQUITY		<u>107,670.03</u>
TOTAL LIABILITIES AND EQUITY		<u>97,414.21</u>

WHITE CITY WATER (DISTRICT)
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

		FUND 51				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
51-3710	METERED SALES - RES CUSTOMERS	254,739.18	254,739.18	4,300,000.00	4,045,260.82	5.9
51-3715	OTHER WATER REVENUES	.00	.00	3,500.00	3,500.00	.0
51-3720	METERED SALES - COMMERCIAL	3,479.00	3,479.00	100,000.00	96,521.00	3.5
51-3725	APPROPRIATED FUND BALANCE	.00	.00	8,011,220.00	8,011,220.00	.0
51-3780	LATE CHARGES	2,887.50	2,887.50	36,500.00	33,612.50	7.9
51-3810	MISCELLANEOUS REVENUE	746.18	746.18	20,000.00	19,253.82	3.7
51-3900	INTEREST & DIVIDEND INCOME	10,949.89	10,949.89	40,000.00	29,050.11	27.4
TOTAL FUND REVENUE		272,801.75	272,801.75	12,511,220.00	12,238,418.25	2.2

WHITE CITY WATER (DISTRICT)
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

FUND 51

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
51-5100-110 SALARIES & WAGES - EMPLOYEES	36,024.00	36,024.00	382,919.00	346,895.00	9.4
51-5100-111 OVERTIME/ON-CALL	.00	.00	1,000.00	1,000.00	.0
51-5100-115 COMPENSATION - TRUSTEES	4,166.70	4,166.70	29,500.00	25,333.30	14.1
51-5100-130 BENEFITS	21,945.93	21,945.93	162,488.00	140,542.07	13.5
51-5100-210 DUES & MEMBERSHIPS	1,661.00	1,661.00	32,110.00	30,449.00	5.2
51-5100-231 TRAVEL EXPENSES	114.73	114.73	23,000.00	22,885.27	.5
51-5100-240 OFFICE SUPPLIES	67.04	67.04	10,500.00	10,432.96	.6
51-5100-245 POSTAGE / PRINTING	3,158.82	3,158.82	45,550.00	42,391.18	6.9
51-5100-250 EQUIP. MAINT. CONTRACTS	4,951.60	4,951.60	66,660.00	61,708.40	7.4
51-5100-270 UTILITIES	879.38	879.38	37,810.00	36,930.62	2.3
51-5100-300 BAD DEBT EXPENSE	(49.06)	(49.06)	.00	49.06	.0
51-5100-310 MISC. PROFESSIONAL SERVICES	35,631.34	35,631.34	143,900.00	108,268.66	24.8
51-5100-311 ACCOUNTING	.00	.00	41,000.00	41,000.00	.0
51-5100-330 TRAINING REGISTRATIONS	.00	.00	14,595.00	14,595.00	.0
51-5100-510 INSURANCE - GENERAL LIABILITY	.00	.00	90,150.00	90,150.00	.0
51-5100-530 INTEREST EXPENSES	.00	.00	1,637,375.00	1,637,375.00	.0
51-5100-610 BANK / TRUSTEE FEES	.00	.00	27,000.00	27,000.00	.0
51-5100-620 EQUIPMENT REPLACEMENT	.00	.00	6,600.00	6,600.00	.0
51-5100-622 LITIGATION	.00	.00	3,000.00	3,000.00	.0
51-5100-625 MISC. EXPENSES	.00	.00	8,450.00	8,450.00	.0
51-5100-629 BOARD CONTINGENCY	.00	.00	14,000.00	14,000.00	.0
51-5100-720 BUILDING IMPROVEMENTS/MAINT	215.38	215.38	15,114.00	14,898.62	1.4
51-5100-740 UNIFORMS	.00	.00	5,700.00	5,700.00	.0
TOTAL ADMINISTRATION	108,766.86	108,766.86	2,798,421.00	2,689,654.14	3.9
<u>CAPITAL PROJECTS</u>					
51-5110-740 WELL HOUSES IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
51-5110-751 MAINLINE REPLACEMENTS	.00	.00	580,000.00	580,000.00	.0
51-5110-765 METER REPLACEMENTS	.00	.00	200,000.00	200,000.00	.0
51-5110-770 10000 SOUTH TRANSMISSION LINE	.00	.00	3,755,000.00	3,755,000.00	.0
51-5110-775 HARSTON TANK NO. 2	.00	.00	3,426,220.00	3,426,220.00	.0
TOTAL CAPITAL PROJECTS	.00	.00	8,011,220.00	8,011,220.00	.0

WHITE CITY WATER (DISTRICT)
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

FUND 51

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
51-5160-110 SALARIES & WAGES - EMPLOYEES	30,385.38	30,385.38	274,406.00	244,020.62	11.1
51-5160-111 OVERTIME/ON-CALL	2,857.89	2,857.89	25,400.00	22,542.11	11.3
51-5160-130 BENEFITS	20,199.56	20,199.56	186,865.00	166,665.44	10.8
51-5160-210 DUES & MEMBERSHIPS	.00	.00	1,945.00	1,945.00	.0
51-5160-211 GIS MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
51-5160-230 VEHICLE MAINTENANCE	449.44	449.44	33,720.00	33,270.56	1.3
51-5160-231 TRAVEL EXPENSES	.00	.00	3,000.00	3,000.00	.0
51-5160-250 REPAIRS & MAINTENANCE SUPPLY	244.00	244.00	385,000.00	384,756.00	.1
51-5160-270 UTILITIES	1,018.59	1,018.59	390,103.00	389,084.41	.3
51-5160-310 SCADA/WELL MAINTENANCE	.00	.00	21,000.00	21,000.00	.0
51-5160-330 TRAINING & REGISTRATIONS	760.00	760.00	2,900.00	2,140.00	26.2
51-5160-620 WATER SAMPLING/TESTING	450.00	450.00	30,000.00	29,550.00	1.5
51-5160-640 EQUIPMENT REPLACEMENT	.00	.00	42,500.00	42,500.00	.0
TOTAL OPERATIONS	56,364.86	56,364.86	1,398,339.00	1,341,974.14	4.0
TOTAL FUND EXPENDITURES	165,131.72	165,131.72	12,207,980.00	12,042,848.28	1.4
NET REVENUE OVER EXPENDITURES	107,670.03	107,670.03	303,240.00	195,569.97	35.5

Journal	Payee or Description	Date	Check Number	Amount
CD1	CASELLE MONTHLY BILLING -- FEBRUARY 2023	01/31/2023	1	1,358.00
CD1	IT NOW MONTHLY BILLING -- JANUARY 2023	01/31/2023	3	1,434.90
CD1	FEDERAL EFT TAX DEPOSIT -- 01-01-2023 PAYROLL	01/31/2023	5	3,583.43
CD1	URS ACH RETIREMENT DEPOSIT -- 01-01-2023 PAYROLL	01/31/2023	7	4,594.33
CD1	FEDERAL EFT TAX DEPOSIT -- 01-15-2023 PAYROLL	01/31/2023	9	3,648.63
CD1	URS ACH RETIREMENT DEPOSIT -- 01-15-2023 PAYROLL	01/31/2023	11	4,735.26
CD1	IT NOW MONTHLY BILLING -- FEBRUARY 2023	01/31/2023	13	1,434.90
CD1	PAYMENT TECH FEE	01/31/2023	15	1,160.36
CD1	PAYMENT TECH FEE	01/31/2023	17	1,060.33
CDA	BARNETT INTERMOUNTAIN WATER	01/05/2023	28581	231.25
CDA	COMCAST CABLE	01/05/2023	28582	877.80
CDA	CORPORATE TRUST -- TFM	01/05/2023	28583	86,580.76
CDA	DH GROUP, LLC	01/05/2023	28584	2,600.00
CDA	DS ACCOUNTING SERVICES LLC	01/05/2023	28585	1,650.00
CDA	FOXLEY & PIGNANELLI	01/05/2023	28586	32,000.00
CDA	GOTO COMMUNICATIONS, INC.	01/05/2023	28587	395.77
CDA	GREATAMERICA FINANCIAL SERVICES CORPORAT	01/05/2023	28588	414.36
CDA	I- D ELECTRIC	01/05/2023	28589	370.20
CDA	JANI-SERV INC.	01/05/2023	28590	.00
CDA	JOEL WARD	01/05/2023	28591	71.81
CDA	JOSEPH K STAKER	01/05/2023	28592	45.94
CDA	METERWORKS, INC	01/05/2023	28593	30,416.64
CDA	MICHAEL HANSEN	01/05/2023	28594	27.57
CDA	ORS -- CHILD SUPPORT SERVICES	01/05/2023	28595	110.77
CDA	PITNEY BOWES GLOBAL FINANCIAL SERVICES	01/05/2023	28596	120.85
CDA	PRO SECURITY PRODUCTS	01/05/2023	28597	514.67
CDA	ROCKY MOUNTAIN POWER	01/05/2023	28598	700.62
CDA	STEPHEN BUCEDI	01/05/2023	28599	187.39
CDA	SURE-FOOTED COMPANY	01/05/2023	28600	781.00
CDA	TREEHOUSE INVESTMENTS LLC	01/05/2023	28601	68.29
CDA	UPPER CASE PRINTING, INC.	01/05/2023	28602	816.48
CDA	US BANK	01/05/2023	28603	4,645.11
CDA	WASTE MANAGEMENT OF UTAH, INC	01/05/2023	28604	169.77
CDA	JANI-SERV INC.	01/05/2023	28605	215.38
CDA	AL ESTEP	01/12/2023	28606	209.25
CDA	CORPORATE TRUST -- TFM	01/12/2023	28607	1,800.00
CDA	FREEDOM MAILING SERVICE	01/12/2023	28608	2,157.33
CDA	MATRIX EXCAVATION, INC.	01/12/2023	28609	3,515.00
CDA	SANDY CITY CORPORATION	01/12/2023	28610	14.98
CDA	STATE OF UTAH FUEL NETWORK	01/12/2023	28611	871.71
CDA	SUNRISE ENGINEERING	01/12/2023	28612	8,815.50
CDA	THOMSON REUTERS -- WEST	01/12/2023	28613	297.14
CDA	UTAH STATE TREASURERS OFFICE	01/12/2023	28614	91,726.76
CDP	Dean-Kimball, Susan A	01/20/2023	28615	264.74
CDA	BRYANT McALLSON	01/19/2023	28616	115.00
CDA	CHEMTECH/FORD LABORATORIES	01/19/2023	28617	120.00
CDA	COMCAST CABLE	01/19/2023	28618	483.61
CDA	DOMINION ENERGY	01/19/2023	28619	771.13
CDA	FREEDOM MAILING SERVICE	01/19/2023	28620	64.16
CDA	HILLSIDE TIRE & SERVICE	01/19/2023	28621	449.44
CDA	JORDAN VALLEY WATER CONS. DIST	01/19/2023	28622	50.00
CDA	MARTIN W LATIMER	01/19/2023	28623	140.00
CDA	ODP BUSINESS SOLUTIONS, LLC	01/19/2023	28624	67.04
CDA	ORS -- CHILD SUPPORT SERVICES	01/19/2023	28625	110.77
CDA	ROBERT R TAYLOR	01/19/2023	28626	53.00
CDA	ROCKY MOUNTAIN POWER	01/19/2023	28627	9,745.95
CDA	UTAH LOCAL GOVERNMENTS TRUST	01/19/2023	28628	451.51
CDA	VERIZON WIRELESS	01/19/2023	28629	517.51

Journal	Payee or Description	Date	Check Number	Amount
CDA	WASATCH FRONT WASTE & RECYCLING	01/19/2023	28630	51.00
CDA	CERTIFIED FIRE & SECURITY	01/26/2023	28631	200.00
CDA	CHEMTECH/FORD LABORATORIES	01/26/2023	28632	330.00
CDA	COMCAST CABLE	01/26/2023	28633	266.60
CDA	GREATAMERICA FINANCIAL SERVICES CORPORAT	01/26/2023	28634	389.44
CDA	PEHP GROUP INSURANCE	01/26/2023	28635	280.26
CDA	RURAL WATER ASSOC. OF UTAH	01/26/2023	28636	2,421.00
CDA	SANDY CITY PUBLIC WORKS	01/26/2023	28637	244.00
CDA	UPPER CASE PRINTING, INC.	01/26/2023	28638	3,575.04
CDA	UTAH WATER USERS ASSOCIATION	01/30/2023	28639	.00
CDA	VERIZON WIRELESS	01/26/2023	28640	59.21
CDP	DIRECT DEPOSIT TOTAL	01/06/2023	92201	18,577.10
CDP	DIRECT DEPOSIT TOTAL	01/20/2023	92202	17,202.97
CDP	Ashton, Paul H - DIR DEP	01/06/2023	1062301	.00
CDP	Bowles, Daniel S. - DIR DEP	01/06/2023	1062302	.00
CDP	Christensen, Elaine - DIR DEP	01/06/2023	1062303	.00
CDP	Cutler, Cody - DIR DEP	01/06/2023	1062304	.00
CDP	Flint, Paulina - DIR DEP	01/06/2023	1062305	.00
CDP	Hanni, Cindy K. - DIR DEP	01/06/2023	1062306	.00
CDP	Johansen, Robert - DIR DEP	01/06/2023	1062307	.00
CDP	Johnson, Ryan R. - DIR DEP	01/06/2023	1062308	.00
CDP	Lucas, James B. - DIR DEP	01/06/2023	1062309	.00
CDP	Perry, Allan - DIR DEP	01/06/2023	1062310	.00
CDP	Seiger-Webster, Christy M - DIR DEP	01/06/2023	1062311	.00
CDP	True, Garry - DIR DEP	01/06/2023	1062312	.00
CDP	Winger, David S. - DIR DEP	01/06/2023	1062313	.00
CDP	Ashton, Paul H - DIR DEP	01/20/2023	1202301	.00
CDP	Bowles, Daniel S. - DIR DEP	01/20/2023	1202302	.00
CDP	Christensen, Elaine - DIR DEP	01/20/2023	1202303	.00
CDP	Hanni, Cindy K. - DIR DEP	01/20/2023	1202304	.00
CDP	Johnson, Ryan R. - DIR DEP	01/20/2023	1202305	.00
CDP	Lucas, James B. - DIR DEP	01/20/2023	1202306	.00
CDP	Perry, Allan - DIR DEP	01/20/2023	1202307	.00
CDP	Winger, David S. - DIR DEP	01/20/2023	1202308	.00
Grand Totals:				353,030.72

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
01/15/2023	PC	01/20/2023	28615	Dean-Kimball, Susan A	22		51-1111	264.74-	
01/01/2023	PC	01/06/2023	1062301	Ashton, Paul H	86		51-1111	3,060.77-	D
01/01/2023	PC	01/06/2023	1062302	Bowles, Daniel S.	30		51-1111	1,908.81-	D
01/01/2023	PC	01/06/2023	1062303	Christensen, Elaine	45		51-1111	2,055.04-	D
01/01/2023	PC	01/06/2023	1062304	Cutler, Cody	150		51-1111	405.21-	D
01/01/2023	PC	01/06/2023	1062305	Flint, Paulina	80		51-1111	404.52-	D
01/01/2023	PC	01/06/2023	1062306	Hanni, Cindy K.	46		51-1111	1,554.61-	D
01/01/2023	PC	01/06/2023	1062307	Johansen, Robert	130		51-1111	379.52-	D
01/01/2023	PC	01/06/2023	1062308	Johnson, Ryan R.	47		51-1111	2,510.96-	D
01/01/2023	PC	01/06/2023	1062309	Lucas, James B.	52		51-1111	2,431.47-	D
01/01/2023	PC	01/06/2023	1062310	Perry, Allan	55		51-1111	1,569.58-	D
01/01/2023	PC	01/06/2023	1062311	Seiger-Webster, Christy M	140		51-1111	410.63-	D
01/01/2023	PC	01/06/2023	1062312	True, Garry	120		51-1111	405.63-	D
01/01/2023	PC	01/06/2023	1062313	Winger, David S.	70		51-1111	1,480.35-	D
01/15/2023	PC	01/20/2023	1202301	Ashton, Paul H	86		51-1111	3,060.77-	D
01/15/2023	PC	01/20/2023	1202302	Bowles, Daniel S.	30		51-1111	1,918.37-	D
01/15/2023	PC	01/20/2023	1202303	Christensen, Elaine	45		51-1111	2,047.73-	D
01/15/2023	PC	01/20/2023	1202304	Hanni, Cindy K.	46		51-1111	1,558.54-	D
01/15/2023	PC	01/20/2023	1202305	Johnson, Ryan R.	47		51-1111	2,510.96-	D
01/15/2023	PC	01/20/2023	1202306	Lucas, James B.	52		51-1111	2,835.03-	D
01/15/2023	PC	01/20/2023	1202307	Perry, Allan	55		51-1111	1,569.58-	D
01/15/2023	PC	01/20/2023	1202308	Winger, David S.	70		51-1111	1,701.99-	D
Grand Totals:								36,044.81-	

CONFERENCE AT-A-GLANCE SCHEDULE

.4 Training Hours (Op Cert)
.3 Training Hours (CCCPAC)

MONDAY, FEBRUARY 27

12:00 pm Operator Certification & CCCPAC Registration Opens
1:00-5:00 pm Water & WW Operator Certification & CCCPAC Classes Begin

.6 Training Hours (All)

.5 Training Hours (CCCPAC)

TUESDAY, FEBRUARY 28

7:00 am-7:00 pm Exhibitor Set-up
7:30 am Registration Opens
7:30 am-8:30 am Donut/Juice/Coffee (North Lobby)
8:30 am-10:00 am In-Depth Training/Operator Certification/CCCPAC
8:30 am-3:00 pm Golf Scramble (Sunbrook Golf Course)
10:15 pm-11:45 am In-Depth Training/Operator Certification/CCCPAC
11:45 am-1:00 pm Lunch (North Lobby & Garden Room)
1:00 pm-Dusk Skeet Shoot (Hurricane)
1:00 pm-2:30 pm In-Depth Training/Operator Certification/CCCPAC
2:45 pm-4:15 pm In-Depth Training/Operator Certification/CCCPAC

.5 Training Hours (All)

.4 Training Hours (CCCPAC)

WEDNESDAY, MARCH 1

7:30 am-4:30 pm Registration
7:30 am Exhibit Hall OPENS
7:30 am-9:00 am Donut/Juice/Coffee (Exhibit Hall)
9:00 am-10:00 am Training/Water & Wastewater Operator Certification/CCCPAC
10:30-11:30 am Training/Water & Wastewater Operator Certification/CCCPAC
11:30 am-1:00 pm Lunch/Exhibits
1:00 pm-2:15 pm Keynote Session (Garden Room)
2:15 pm-2:30 pm Break
2:30 pm-6:00 pm Women Working in Water (Smash Labs)
2:30 pm-4:30 pm Training/Water & Wastewater Operator Certification/CCCPAC

.5 Training Hours (All)

.3 Training Hours (CCCPAC)

THURSDAY, MARCH 2

7:30 am-3:45 pm Registration
7:30 am Exhibit Hall OPENS
7:30 am-9:00 am Donut/Juice/Coffee (Exhibit Hall)
9:00 am-10:00 am Training/Water & Wastewater Operator Certification/CCCPAC
9:00 am-12:00 pm Drinking Water Board Meeting (Garden Room)
10:30 am-11:30 pm Training/Water & Wastewater Operator Certification/CCCPAC
11:30 am-1:00 pm Lunch/Exhibits
1:00 pm Exhibit Hall CLOSED/Exhibit Take-down
1:00 pm-2:00 pm Training/Water & Wastewater Operator Certification/CCCPAC
2:15 pm-3:45 pm Voting MEMBERSHIP & AWARDS MEETING (Garden Room) (Taste Test Finale, Award Presentations, and Gun Giveaway)

.3 Training Hours (Regular Conf.)
.0 Training Hours (Op Cert, CCCPAC – Testing)

FRIDAY, MARCH 3

7:30 am-8:30 am Registration/Donuts/Juice/Coffee (North Lobby)
8:30 am-12:00 pm Operator Certification/CCCPAC Exams
8:30 am-12:00 pm Training Sessions
12:00 pm Evaluation Form & Dart Throw Prize Drawings (Garden Room)

The Year After "The Year of Water"

SEMINAR SCHEDULE

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| <p>7:45 A.M. REGISTRATION</p> <p>CONDUCTING SEMINAR:
Don Barnett
Barnett Intermountain Water Consulting</p> <p>8:15 A.M. WELCOME & PERSPECTIVES:
Don Barnett & Carly Burton, Utah Water Users Association</p> <p>8:20 A.M. <i>Utah's Coordinated Action Plan for Water</i>
Laura Hanson, State Planning Coordinator, Governor's Office of Planning and Budget</p> <p>9:10 A.M. <i>Using Less Water in Utah from Municipal Water Conservation to Agricultural Optimization</i>
Candice Hasenyager, Director, Utah Division of Water Resources
Jim Bowcutt, Director, Conservation Division, Utah Department of Agriculture and Food</p> <p>10:05 A.M. BREAK: Provided by Seminar</p> <p>10:25 A.M. <i>Great Salt Lake: A Path Forward</i>
Laura Vernon, Great Salt Lake Basin Planner, Utah Division of Water Resources</p> <p>10:55 A.M. <i>Legislative and Case Law Update</i>
Kass Wallin, Partner, Parr Brown Gee & Loveless</p> <p>11:50 A.M. LUNCHEON: Provided by the Seminar</p> | <p>12:10 P.M. LUNCHEON SPEAKER:
<i>Response to a River in Crisis</i>
Wendy Bowden Crowther, Assistant Attorney General</p> <p>12:50 P.M. RECONVENE</p> <p>1:00 P.M. <i>Developing Tools to Ensure a Sustainable Future for Utah in the Colorado River Basin</i>
Jared Manning, P.E., Deputy State Engineer, Utah Division of Water Rights
Bart Leeftang, P.E., Colorado River Authority of Utah</p> <p>1:50 P.M. <i>Water Banking Wrap-Up: Lessons Learned, Practical Tools, and Thoughts for the Future</i>
Emily E. Lewis, Water Banking Manager
Brett Bovee, WestWater Research</p> <p>2:35 P.M. BREAK: Provided by Seminar</p> <p>2:55 P.M. <i>Water Leasing: Best Practices and Key Considerations</i>
Steve Clyde, Clyde Snow, Attorneys at Law
Jon Clyde, Clyde Snow, Attorneys at Law</p> <p>3:35 P.M. <i>The State of the State's Water</i>
Teresa Wilhelmsen, P.E., Utah State Engineer and Director, Division of Water Rights</p> <p>4:15 P.M. WRAP UP & ADJOURNMENT</p> |
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SEMINAR OVERVIEW

LAST YEAR WAS DUBBED "The Year of Water." Well then, this year ought to be named "The Year of Water, II." What a packed program we have for this year's seminar. The Water Law Committee of the Energy, Natural Resources and Environmental Law Section of the Utah State Bar, the Utah Water Users Association and Barnett Intermountain Water Consulting have teamed up again to sponsor this year's Water Law & Policy Seminar. Each year this seminar is scheduled after the legislative session so that we can give a timely update on subjects which affect the administration of water rights. As in the past, the seminar will include an insightful legislative and case law update, as well as updates and discussions on a number of other water matters. It will also include a presentation from the Governor's Office on Utah's Coordinated Action Plan for Water.

Big tensions and pressures are being exerted on Utah's limited water supply including the supply to the Great Salt Lake and to the Colorado River System. These two important water bodies are caught between tensions pulling at their limited supplies. As a terminal lake, the Great Salt Lake suffers the effects from changing water supplies

and uses. Efforts to better understand the Lake's hydrology, conserve water usage and seek water leasing and banking solutions will be discussed. And, in the Colorado River, interstate and federal pressures have Utah's representatives working night and day as they seek equitable solutions. Presentations on these matters will be provided at the seminar.

Water users and practitioners will also be provided with insights and discussions on some more practical nuts and bolts of water administration including the development of a water right accounting model for the Colorado River Basin, a "lessons learned" discussion on the development and use of water banks, and guidance for water users who are considering the leasing of water. We will conclude the seminar with a presentation from our State Engineer as she provides updates and insights on the challenges facing the Division of Water Rights in the administration of Utah's water.

We are confident that this year's seminar will provide water practitioners with timely and helpful information from those who are involved in our ever adapting and changing water policies and laws amidst conflict and consensus.



THE 2023 UTAH WATER USERS WORKSHOP

March 20-22, 2023

The Dixie Center, St. George, Utah

<http://conference.usu.edu/uwuw>

GENERAL SESSIONS

A. WATER OUTLOOK/DROUGHT COMPARISONS

Glen Merrill—NWS, Jordan Clayton—NRCS

B. GREAT SALT LAKE UPDATE

Candice Hasenyager—DRS DWRe, Jamie Barns—UDFF&SL

WORKSHOP SESSIONS

WATER RIGHTS/LEGAL ISSUES:

1. Water Right Issues (State Engineer) - Teresa Wilhelmsen
2. Legislative Update—Jeffery Gittins
3. Utah Lake Authority Update—Eric Ellis
4. Legal Water Right Issues—Renee Spooner
5. Adjudication Update—Mike Drake
6. Water Banking Update—Nathan Bracken & Emily Lewis
7. Where's the Data? Utah Water Rights & USGS—Jim Reese & Ryan Roland
8. Colorado River Authority of Utah—Gene Shawcroft
9. Dam Safety Update—Everett Taylor
10. Accounting for Utah's Depletion/Colorado River Compact—Jared Manning
11. Great Salt Lake Water Rights Considerations—Blake Bingham
12. Measurement & Telemetry in Distribution Accounting Models—Ross Hansen
13. Simple Tips for Filing Water Right Applications—Eric Jones

CONSERVATION/TECHNOLOGY/ENGINEERING:

14. Turf Buy-Back & Rebate Program—Shelby Erickson
15. Secondary Metering Update—Shalaine Debernardi
16. Ag Water Optimization Program—Jay Olsen
17. Soil Health & Water Conservation—Tony Richards
18. Water Conservation Through Conservation Districts—Jim Bowcutt
19. Ag Conservation Easement Programs—Garrick Hall
20. Ag Irrigation Performance Impacts—Burdett Barker

WATER RESOURCES/SUPPLY:

21. Water Resources Update—Candice Hasenyager
22. Watershed Councils—Todd Stonely
23. Climate Vulnerability Assessment—Jon Parry
24. Rethinking Water Supply Planning in Utah—Jake Serago
25. Deer Creek Intake Project—Brad Jorgensen & James Sheridan
26. Steinaker Service Canal Enclosure Project—William Merkley
27. Mitigation Commission/Provo River Delta Restoration—Russ Franklin & Mike Mills
28. Drinking Water Update—Tim Davis
29. Seepage Measurements Cache County Canals—Bethany Nielson
30. Identify Water Uses Through Smart Metering—Jeff Horsborough
31. Enterprise-Beryl Ag Irrigation Depletion Study—Alfonso Torres-Rua
32. South Jordan Potable Reuse Project—Dani Zebeltan

WATER QUALITY:

33. Washington County WCD/Water Reuse Program—Zach Renstrom
34. State Water Assessment—Elise Hinman
35. Nonpoint Source Grants—Paul Burnette
36. Division of Water Quality Update—John Mackey
37. Irrigation & Water Quality Research—USDA—David Bjorneberg
38. Ag VIP Program—Hanna Freeze
39. Algal Bloom Update—Hannah Bonner

RELATED TOPICS:

40. Funding Opportunities for Water Users—Panel
41. Inflation Impacts on Water Infrastructure Projects—Panel
42. USU Extension/Meet With Irrigation Canal Operators—Burdette Barker
43. The Returning Rapids of Cataract Canyon—Mike DeHoff
44. ET Investigation/Eddy/Covariant Stations UGS—Paul Inkenbrant
45. UGS-Great Salt Lake Work Overview—Hugh Hurlow
46. Utah Lake-Update on Islands Project—Ben Stierman
47. ESMF/Endangered Fish Program—Juli Stahl & Chris Keleher
48. Guest Program
49. Saline Lakes Integrated Water Availability Assessment—David O'Leary
50. Salinity Issues in the Colorado River Basin—Tom Marston
51. West Water Project Update/Navajo Nation & Blanding City - Russel Seeley & Navajo Nation
52. Reliable Water Supply: What Does It Mean & How Do We Evaluate It—Rob Sowby
53. Utah Climate Center—Tools & Services Dr. Robert Gillies & Jon Meyer
54. Measuring Water Use—The Good, The Bad & The Ugly—Rick Maloy & Matt Olson
55. Quakes, Slides & Basketball—The Alpine Aqueduct Reach 1 Replacement—Chris Elison & Sarah Sutherland
56. The 8th Wonder of the World—CUWCD's Fifty MGD Groundwater Polishing Plant—Caitlyn Mayfield & Joseph Zalla
57. Planning a Regional Water Supply System for Utah & Juab Counties—David Pitcher & Derek Bruton
58. Great Salt Lake Strike Team Findings & Solutions—Brian Steed
59. Ag Water Optimization Task Force—Jeff Denbleyker
60. Water Initiative Grant Program—Simon Wang
61. Drinking Water Source Protection—Melissa Noble
62. Utah Water Research Lab Overview—Jeff Horsborough
63. Cloud Seeding Update—Jake Serago
64. Provo R. Diversion—Design & Construction—Aaron Spencer

UTAH WATER USERS WORKSHOP MEETING SCHEDULE

Monday, March 20, 2023

8:24 am **Golf Tournament (Green Springs Golf Course)**
 4:00 pm **Mountain Bike Ride (Bear Claw Poppy Trail) and Dinner in the Desert**
 2:00-7:00 pm **Registration for Workshop** in the lobby of the Dixie Center

Tuesday, March 21, 2023

7:00 am-1:30 pm Registration for Workshop
 7:30-8:30 am Continental Breakfast
 8:30-8:35 am **Welcome – Utah Water Users Association – Rodney Banks**, Garden Room
 8:35-9:35 am **General Session A—Water Outlook/Drought Comparisons—**Garden Room

9:35-10:00 am **Break—**Refreshments in Vendor Exhibit Hall

	Ballroom A	Ballroom C	Ballroom E	Ballroom F	Sunbrook A/B	Entrada B/C	Auditorium	Garden Room
10:00-11:00 am	7	41	27	38	43	45	48	1
11:00-11:45 am	2	12	23	35	44	54	48	21
11:45-1:15 pm	Lunch Buffet in the Exhibitors Hall							

1:15 –1:45 pm	5	26	28	46	51	9	19	8
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1:45-2:30 pm	55	15	25	37	47	58	22	31
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2:30-3:00 pm **Break—**Refreshments in Vendor Exhibit Hall

3:00-3:45 pm	16	17	10	63	61	36	18	29
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3:45-4:30 pm **Utah Water Users Association Business Meeting** in Sunbrook A/B
Financial Report—Election of Officers

4:30-6:00 *42 (USU Extension meet with irrigation Canal Operators)*

Wednesday, March 22, 2023

7:30-9:00 am Continental Breakfast & Registration for Workshop
 9:00-10:00 am **General Session B—Awards and Great Salt Lake Update —** Garden Room
 10:00-10:30 **Break—**Refreshments in Vendor Exhibit Hall

	Ballroom A	Ballroom C	Ballroom E	Ballroom F	Sunbrook A/B	Entrada B/C	Auditorium	Garden Room
10:30-11:15 am	3	6	4	24	32	30	50	57
11:15-11:45 am	13	14	39	59	60	62	33	34
11:45-12:30 pm	11	40	20	53	52	49	56	64



UNDERWRITER/PLACEMENT AGENT ENGAGEMENT AGREEMENT

WHITE CITY WATER IMPROVEMENT DISTRICT, UTAH

(Contract Term: January 15, 2023 through January 15, 2028)

THIS ENGAGEMENT AGREEMENT ("Engagement Agreement"), is made and entered into effective the 15th day of January, 2023 to January 15th, 2028, by and between White City Water Improvement District, Utah (the "Issuer") and Stifel, Nicolaus & Company, Incorporated ("Stifel") (each a "Party" and collectively the "Parties"). Upon completion of the five-year engagement, the agreement will automatically renew for an additional five years. Either party shall have the right to terminate this Agreement in full for any reason with at least ninety (90) days written notice to the other party prior to January 15th of any year that this contract is in force. At the termination of this Agreement, in any such manner, the payment to the Provider of compensation earned to the date of such termination shall be in full satisfaction of all claims against the Issuer under this Agreement.

WHEREAS this Engagement Agreement sets forth the general scope of services that Stifel expects to provide to the Issuer, for each issuance of bonds for which Stifel serves as underwriter or placement agent to the Issuer during the Term of Appointment (each a "Transaction");

WHEREAS, attached as Exhibit A to this Agreement is a form of Transaction Confirmation ("Transaction Confirmation"), which will set forth specific considerations for each Transaction, and which the Parties agree to execute for each Transaction;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

Engagement

The Issuer has engaged Stifel to serve as underwriter or placement agent, and Stifel hereby agrees to provide the services set forth herein with respect to each Transaction for which Stifel serves as underwriter or placement agent during the Term of Appointment;

Scope of Services

The Issuer is engaging Stifel to perform various services. Stifel will perform such services within the framework of all relevant rules and regulations. All services provided by Stifel will be provided on an arm's length, commercial basis and may or may not be provided in conjunction with services provided by advisors to the Issuer, such as, but not limited to, a financial advisor or a municipal advisor. With this understanding, Stifel may provide the following services and perform the following functions with respect to each Transaction for which Stifel serves as underwriter or placement agent during the Term of Appointment:

A. *Structuring the Financings*

1. Stifel will work with the Issuer, its bond counsel, financial advisor, disclosure counsel, and other members of the Issuer's financing team in evaluating specific terms and conditions affecting each Transaction with the purposes of meeting the Issuer's financing objectives and assuring appropriate credit quality;
2. Stifel will work with the Issuer to assist in the creation of a feasible and efficient structure for each Transaction in order to enhance the marketability of the related issuance of bonds; and
3. In cooperation with the Issuer, Stifel will assist in the preparation of and/or review of all documents necessary for the issuance of bonds in connection with each Transaction, including, but not limited to: authorizing resolutions; bond purchase agreements or placement agent agreements; and preliminary and final official statements or private placement memoranda to be distributed to potential investors, as required.

B. *Marketing the Securities*

1. Stifel will provide information and material as needed to support presentations for rating agencies and/or bond insurance companies; if requested;
2. Stifel will coordinate printing and distribution of the preliminary and final official statements, private placement memoranda, or similar offering documents, if any ("Offering Documents");
3. Together with the Issuer and other appropriate parties, Stifel will provide market information on the timing of the sale of the bonds in each Transaction in relation to the market conditions and financing needs;
4. Stifel will arrange for distribution of the final official statements, if any, in accordance with Section 240.15c2-12 of Title 17 of the Code of Federal Regulations;
5. Stifel will serve as underwriter or placement agent, subject to: (i) execution by the Parties of a mutually satisfactory bond purchase agreement or bond placement agreement, and (ii) execution by the Issuer of other customary documentation, including but not limited to documentation whereby the Issuer attests to the accuracy and completeness of the Offering Documents and/or any other materials comprising a credit package used in connection with the offering of the Issuer's bonds;
6. Stifel will coordinate with all parties so as to consummate the sale and delivery of the bonds with respect to each Transaction in a timely manner.

Regulatory Disclosures

The rules of the Municipal Securities Rulemaking Board ("MSRB") require underwriters and placement agents to provide certain disclosures relating to the issuance of municipal securities, as follows:

A. Underwriter Exclusion to Municipal Advisor Rule

The Issuer acknowledges that it is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8) (the "Rule") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. Some of the services that Stifel will be called upon to perform, such as providing advice with respect to the sizing, structure, timing and terms of the bonds with respect to each Transaction, are services that are also commonly provided by financial advisory firms.

However, in connection with any provision by Stifel of such services, the Parties acknowledge and agree that Stifel is serving as an underwriter or placement agent and is permitted to give advice and recommendations under the "underwriter exclusion" provision of the Rule. The Issuer agrees that Stifel is not serving and will not be serving as the Issuer's financial advisor or acting as an agent or fiduciary for the Issuer and that the Issuer will be consulting with its own legal, financial and other advisors for each Transaction. This Agreement and relationship shall be either executed, approved or acknowledged by an authorized officer of the Issuer.

B. Role Disclosures

1. MSRB Rule G-17 requires underwriters and placement agents to deal fairly at all times with both municipal issuers and investors.
2. The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer. The placement agent's primary role is to place securities directly with an investor or investors on behalf of the Issuer without first purchasing the securities. Stifel has financial and other interests that differ from those of the Issuer.
3. Unlike a municipal advisor, the underwriter/placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
4. The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.

5. Stifel will review the official statement or private placement memoranda for the securities, if any, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transactions.¹

C. Disclosures Concerning the Underwriter's Compensation and Placement Agent Fee

Stifel will be compensated by an underwriting discount or a placement agent fee that will be (i) set forth in a Transaction Confirmation provided to the Issuer at the outset of each Transaction for which Stifel serves as underwriter or placement agent, and (ii) included in the bond purchase agreement or bond placement agreement, as applicable, to be negotiated and entered into for the bonds issued in each Transaction. Payment and receipt of the underwriting discount or placement agent fee will be contingent on the closing of the respective Transaction and the amount of the discount or fee may be based, in whole or in part, on a percentage of the principal amount of the respective bonds issued in each Transaction. Although this form of compensation is customary in the municipal securities market, it presents a conflict of interest because the underwriter or placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

D. Conflicts of Interest Disclosures

It is acknowledged and agreed that the undersigned signatory on behalf of Stifel has the requisite authority to bind Stifel by contract with the Issuer, and that Stifel, to its best present knowledge, has not identified any additional potential or actual, material conflicts that require disclosure ("Material Conflicts").

It is acknowledged and agreed that the undersigned signatory on behalf of the Issuer has the requisite authority to bind the Issuer by contract with Stifel, and that the Issuer, to the best of its knowledge, is not a party to any agreement or other arrangement which would result in any actual, material conflict of interest relating to the subject transactions ("Conflicting Agreements").

Each Transaction Confirmation will either (i) confirm the lack of, or (ii) disclose any Material Conflicts and Conflicting Agreements that Stifel has identified relevant to or at the time of the Transaction to which such Transaction Confirmation relates.

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. Stifel's review of the official statement or private placement memoranda by the underwriter/placement agent is solely for purposes of satisfying Stifel's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement or private placement memoranda.

E. Disclosures Relating to Complex Municipal Securities Financing

Stifel does not expect that it will recommended a "complex municipal securities financing" to the Issuer. However, if Stifel subsequently recommends to the Issuer, or if the bonds issued in a Transaction are ultimately structured in a manner considered a "complex municipal securities financing," Stifel will provide additional disclosure in the Transaction Confirmation for the Transaction, or (if identified thereafter) will provide supplemental disclosure to the Issuer, regarding the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to Stifel and are reasonably foreseeable at that time. A "complex municipal securities financing," is defined for purposes of this Engagement Agreement to mean a financing that includes variable rate debt or interest rate swaps or any other financing structure that is unique, atypical or otherwise not well understood by the Issuer.

Limitation of Duties

The Issuer acknowledges and agrees that Stifel is not making a commitment to extend credit, make a loan or otherwise fund projects beyond the obligations contained in a mutually satisfactory bond purchase agreement or placement agent agreement. The Issuer acknowledges that the services provided under this Engagement Agreement involve professional judgment by Stifel and that the results cannot be, and are not, guaranteed.

As addressed above, among the services that Stifel will perform under this Engagement Agreement is assistance in preparation of, and/or review of the preliminary and final official statements or private placement memoranda for the Bonds, if any. We note, however, that under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. Our assistance with respect to, and/or review of any official statement or private placement memorandum will be solely for purposes of satisfying our obligations as underwriter or placement agent under the federal securities laws and such assistance and/or review should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in any such official statement or private placement memorandum.

Severability of Provisions

If any provision of this Engagement Agreement is held invalid, the remainder of the Engagement Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Governing Law

This Engagement Agreement, and the rights and obligations of the parties hereto, shall be construed, interpreted and enforced pursuant to the laws of the State of Utah, and exclusive venue in any and all actions existing under this Engagement Agreement shall be laid in the action or proceeding which the Issuer or Stifel may be required to prosecute to enforce its respective rights within this Engagement Agreement. The unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Engagement Agreement, the Issuer and Stifel agree to first submit any disagreements to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for both parties.

Subcontractors

Stifel may, with the prior written approval of the Issuer, use such subcontractors as are necessary in the fulfillment of this Engagement Agreement.

Miscellaneous

Nothing contained herein shall preclude Stifel from carrying on its customary and usual business activities. Stifel specifically reserves the right, but is not obligated, to bid for and maintain secondary markets on any Issuer outstanding bonds subject to appropriate information barriers. Services provided by Stifel in connection with this Engagement Agreement shall not limit Stifel from providing services for the Issuer in conjunction with other services requested by the Issuer except as limited by rule of law or regulation.

In connection with services agreed to herein, it is understood that Stifel will render professional services as an independent contractor. Neither Stifel nor any of its agents or employees shall be deemed an employee of the Issuer for any purpose.

Stifel shall not assign or otherwise transfer any interest in this Engagement Agreement without the prior written consent of the Issuer.

The Issuer acknowledges and recognizes Stifel as underwriter with respect to the municipal securities referenced for purposes of MSRB Rule G-23 and Securities and Exchange Commission Rule 17 CFR (Registration of Municipal Advisors) and acknowledges receipt of the G-17 disclosures included herein.

Entire Agreement

This Engagement Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and supersedes any prior understandings or representations. This Engagement Agreement may be amended or modified only by a writing signed by both parties. This Engagement Agreement is solely for the benefit of the Issuer and Stifel, and no other person.

Counterpart Signature Pages

This Engagement Agreement is submitted in duplicate originals. The acceptance of the Engagement Agreement by the Parties will occur upon the return of one original of the Engagement Agreement executed by an authorized representative of each of the respective Parties, and the Parties each hereby represent and warrant that the signatory for each Party below is authorized to execute this Engagement Agreement on behalf of such Party.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement effective as of the day and year first written above.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____

Name: John Crandall

Title: Managing Director

Date: December 15, 2022

ACCEPTANCE

WHITE CITY WATER IMPROVEMENT DISTRICT, UTAH

By: _____

Name: _____

Title: _____

Date: _____

[Signature Page to Engagement Agreement]

STIFEL

Exhibit A

TRANSACTION CONFIRMATION

Re: \$[] [] Bonds, Series 20__ (the "Bonds")

THIS TRANSACTION CONFIRMATION is entered into pursuant the Underwriter / Placement Agent Engagement Agreement, dated January 15th, 2023 (the "Engagement Agreement") between Stifel, Nicolaus & Company, Incorporated ("Stifel") and White City Water Improvement District, Utah (the "Issuer") (collectively, the "Parties") in connection with the proposed issuance by the Issuer of the above-referenced Bonds.

The Parties hereby acknowledge and agree as follows:

1. **Engagement Agreement (Copy Attached):** The Engagement Agreement is incorporated herein by reference, and a copy is attached hereto. The Parties acknowledge that the Engagement Agreement is in full force and effect on the date hereof, and that its terms apply to the Bonds except as the same may be superseded by terms or disclosures otherwise included in this Transaction Confirmation.
2. **Sale of the Bonds:** The Bonds are expected to be [publicly offered by Stifel acting as underwriter to the Issuer][the subject of a private placement, with Stifel acting as placement agent];
3. **Compensation:** As compensation for its services, Stifel shall be paid [an underwriting discount equal to \$___ per \$1,000 of Bonds offered and sold][a private placement fee in the amount of \$_____]. Stifel's fee is contingent on the successful closing of the Bond transaction.
4. **Expenses:** The Issuer will pay Stifel, from proceeds of the Bonds, the costs, fees, and expenses incurred by Stifel in the performance of its obligations with respect to the Bonds, including the cost of Stifel's legal counsel, if any, in an aggregate amount not to exceed \$[_____].
5. **Regulatory Disclosures:** The Issuer acknowledges the disclosures included under "Regulatory Disclosure" in the Engagement Agreement.
6. **Conflicts:** Stifel has not identified any Material Conflicts or any Conflicting Transactions (both as defined in the Engagement Agreement) arising since the Engagement Agreement pertinent to the Issuer or the issuance of the Bonds.
7. **Complex Municipal Securities Financing:** The Bonds represent a "complex municipal securities financing." Accordingly, attached hereto are additional disclosures relating to the Bonds.]

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement effective as of the day and year first written above.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTANCE

WHITE CITY WATER IMPROVEMENT DISTRICT, UTAH

By: _____

Name: _____

Title: _____

Date: _____

Signature Page to Transaction Confirmation

Re: \$[] [] Bonds, Series 202_]

WORK RELEASE 2023 - 01

Sego Lily Water Line Replacement Phase II

WHITE CITY WATER IMPROVEMENT DISTRICT
999 E. Galena Drive
Sandy, UT 84094

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2023-01 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by OWNER.

ENGINEER

SUNRISE ENGINEERING, INC.

By: _____



Name: Cliff Linford

Title: SLC Civil Dpt. Manager

Date: 2/13/2023

OWNER

WHITE CITY WATER IMPROVEMENT
DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

WORK RELEASE NO. 2023-01

Sego Lily Drive Water Line Replacement Phase II

This Work Release is entered into by and between WHITE CITY WATER IMPROVEMENT DISTRICT (OWNER) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated September 9th, 2010 hereinafter referred to as the "Agreement", OWNER and ENGINEER desire to identify certain work and service to be performed by ENGINEER pursuant to the Agreement. OWNER intends to retain general engineering services hereinafter referred to as "Project" and for which ENGINEER agrees to perform various professional engineering services.

PROJECT UNDERSTANDING

WCWID desires to replace the existing water line on Sego Lily Drive from Barium Lane (930 East) to Flint Drive prior to the Sego Lily Drive Project. The project consists of approximately 1,000 Lineal Feet of 8" ductile Iron Pipe, and 42 service connections. See Exhibit B.

ARTICLES

It is therefore agreed the ENGINEER will perform the following:

ARTICLE 1. SCOPE OF WORK

ENGINEER shall provide complete consulting services as hereinafter described, and which are necessary and associated with the Project within generally accepted standards.

- 1.1. **Perform Topographic Design Survey:** ENGINEER will provide topographic design survey for the Sego Lily Drive Project. The project limits are along Sego Lily from 730 East to Barium Lane and will be limited to the right-of-way with all visible utilities identified.
- 1.2. **Prepare Construction Drawings:** ENGINEER will prepare construction drawings for a new 8" water main approximately 2,000 Lineal Feet. The drawings will include the following: Title Sheet, Location Map & Sheet Index, General Construction Notes, Abbreviations and Legends, Plan & Profile Sheets, and Detail Sheets.

It is understood the drawings will be for Matrixx Excavation and not for bidding purposes. Any clarifications will be handled through communication with the OWNERS selected pipeline replacement contractor (Matrixx Excavation).

- 1.3. **Prepare Technical Specifications.** Sunrise will design the pipeline project per WCWID standards and prepare a quantity take off for negotiations with the District's pipeline replacement contractor.

- 1.4. **Construction Administration:** Sunrise will perform construction administration on the Project to include answering contractor RFI's and reviewing pay requests.
- 1.5. **Contract Record Drawings:** ENGINEER will provide OWNER with Contract Record drawings. It is understood that the Contract Record Drawings will be based on the red line set provided by the OWNER and Matrixx Excavation.

ARTICLE 2. ADDITIONAL ENGINEERING SERVICES PHASE

Additional work requested by OWNER will be performed by ENGINEER at rates shown on Exhibits B. ENGINEER shall submit monthly-itemized billings for this work, which shall be due and payable within 30 calendar days received thereof by OWNER.

ARTICLE 3. COMPENSATION

OWNER agrees to compensate ENGINEER for all services described under this Work Release at the hourly rates shown on Exhibit A. The budget numbers for each phase are shown in Exhibit C. OWNER understands that the amounts listed in Exhibit C are budget amounts and that the work under a particular item may exceed the budgeted amount. However, the total compensation shall not exceed the total amount of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS. (\$13,500) ENGINEER will submit monthly billings for this work, which will be due and payable within thirty (30) calendar days of receipt thereof by OWNER.

ARTICLE 4. INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be sent to:

WHITE CITY WATER IMPROVEMENT DISTRICT
999 E. GALENA DRIVE
SANDY, UT 84094

ARTICLE 5. WARRANTY AND LIABILITY

General Services. Performed by ENGINEER within the limits prescribed by this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty or representation, either expressed or implied, is included or intended under this Agreement.

EXHIBITS

SUNRISE ENGINEERING, INC.
SLC Civil
2023 Fee Schedule

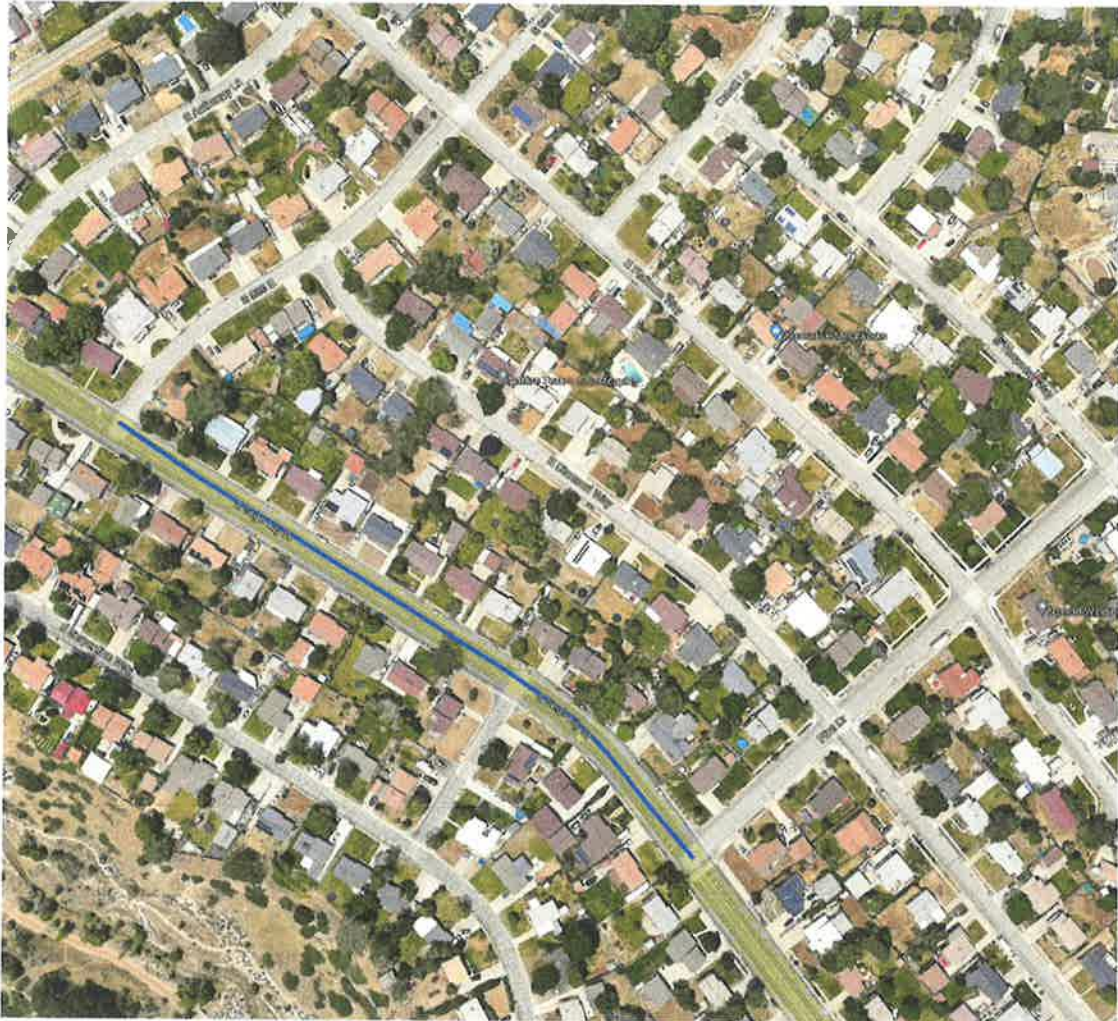
CODE	CLASSIFICATION	<u>2023</u> RATE	CODE	CLASSIFICATION	<u>2023</u> RATE
101	Engineer Intern (E.I.T.) I	\$118	500	Funding Specialist	\$156
102	Engineer Intern (E.I.T.) II	\$129	601	GIS Tech	\$85
103	Engineer Intern (E.I.T.) III	\$145	602	GIS Tech II	\$97
104	Engineer III	\$150	611	GIS Specialist I	\$124
105	Engineer IV	\$188	613	GIS Analyst	\$145
106	Engineer V	\$204	614	GIS Programmer	\$139
107	Senior Engineer	\$220	615	GIS Team Leader	\$160
110	Principal Engineer	\$241	712	Project Manager II	\$209
301	Engineering Tech I	\$85	51	Administrative I	\$54
302	Engineering Tech II	\$113	52	Administrative II	\$70
303	Engineering Tech III	\$129	53	Administrative III	\$86
304	Engineering Tech IV	\$145	96	Public Information Manager	\$140
351	Construction Observer I	\$85	921	Survey Tech	\$96
352	Construction Observer II	\$102	930	Survey CAD Tech	\$149
353	Construction Observer III	\$118	935	One Man Survey Crew	\$177
354	Construction Observer IV	\$129	940	Survey Manager	\$188
401	CAD Drafter I	\$85	945	Registered Surveyor	\$203
402	CAD Drafter II	\$96	950	Principal Surveyor	\$224
403	CAD Drafter/Designer III	\$117			
404	CAD Drafter/Designer IV	\$129			
			MILAGE	per mile	\$0.59

Other Services

121	Electrical Engineer Intern (E.I.T.) I	\$139	314	Electrical Tech IV	\$160
122	Electrical Engineer Intern (E.I.T.) II	\$156	315	Electrical Tech V	\$177
123	Electrical Engineer III	\$177	500	Funding Specialist	\$156
124	Electrical Engineer IV	\$203	510	Plan Reviewer	\$139
125	Electrical Engineer V	\$231	511	Building Inspector I	\$81
126	Principal Electrical Engineer	\$247	512	Building Inspector II	\$107
311	Electrical Tech I	\$107	513	Building Inspector III	\$134
312	Electrical Tech II	\$124	525	Building Official	\$156
313	Electrical Tech III	\$145	705	Planner V	\$166

Subconsultants and other direct expenses as incurred plus 10% handling fee

SUNRISE ENGINEERING
Project Map
EXHIBIT B



SUNRISE ENGINEERING
BUDGET NUMBERS
EXHIBIT C

1.1 Topographic Survey	\$2,000
1.2 Construction Drawings	\$8,000.
1.3 Technical Specifications	\$1,000.
1.4 Construction Administration	\$1,500.
1.5 Contract Record Drawings	<u>\$1,000.</u>
TOTAL:	\$13,500