

Notice of the Agenda for the *Electronic Meeting of
The Timpanogos Special Service District
Administrative Board
6400 North 5050 West Utah County, Utah
Thursday February 16, 2023 6:00 p.m.

- A. Call to Order – Chair Sullivan Love**
- B. Public Comment**
- C. Approval of Minutes**
 - 1. Approval of meeting minutes from the January 19, 2022 Administrative Board Meeting.
- D. Consent Calendar**
 - 1. TSSD Check Register
 - 2. CL-N1: Sundt pay Request #4
- E. Finance**
 - 1. Financial Report
- F. Action Items**
 - 1. Award of Legislative Consultant
 - 2. TSSD Electronic Meeting Resolution 2023-01
 - 3. TSSD Delegating Bond Resolution 2023-02
 - 4. Discuss and recommendation of Bond sell methodology
- G. Communication**
 - 1. Manager’s Report
 - i. Plant performance
- H. Closed Session**
 - 1. To discuss Litigation, Property Acquisition and Personnel

ADJOURN

*Electronic Participation is available. To participate contact Danette Smith 801-756-5231 danette.smith@timpsd.org

1 – Time set aside for public to express their ideas, concerns, and comments on items not on the agenda. No action can be taken. Each individual is limited to three (3) minutes. Total input period is limited to 15 minutes.

1 **DRAFT**

Timpanogos Special Service District
Administrative Board
Electronic Meeting Minutes
6400 North 5050 West Utah County, Utah

6 January 19, 2023

6:00 p.m.

Conference Room/Electronic Meeting

8 **Board Members:**

9 **Present:**

David Bunker (Chair) Sullivan Love (Vice Chair) Blaine Thomas
Neal Winterton Brian Braithwaite Chandler Goodwin
Jay Meacham

13 **Electronic:**

Mark Christensen Richard Nielson Mack Straw
Lon Lott Craig White Chris Condie

16 **District Staff:**

Richard Mickelsen, District Manager Shannon Hansen, Administrative Manager
David Barlow, District Engineer Danette Smith, Board Secretary

19 **Others:**

Mark Bell, Hayes Godfrey Bell Wade Stinson, Aqua Engineering
Brandon Wyatt, Bowen Collins Associates

22 **Electronic:**

Johnathan Ward, Zions Public Finance

24 **Call to Order**

David Bunker, Board Chair, called the meeting to order 6:00 p.m.

27 **Public Comment**

There was no public comment.

30 **Approval of Minutes**

31 **1. Approval of the December 15, 2022 Administrative Board Meeting Minutes**

33 Jay Meacham made a motion to approve the minutes of the December 15, 2022 Administrative Board
34 Meeting. Chandler Goodwin seconded the motion. Those voting "Aye" – David Bunker, Lon Lott, Mark
35 Christensen, Blaine Thomas, Chris Condie, Craig White, Brian Braithwaite, Jay Meacham, Richard Nielson,
36 Neal Winterton, Mack Straw, Sullivan Love and Chandler Goodwin. The motion passed unanimously.

38 **Consent Calendar**

- 39 1. TSSD Check Register
- 40 2. CL-N1: Sundt Pay Request No.3
- 41 3. TO 2022-06 Package D Utah Lake Shoreline and Wetlands Restoration – Amendment No. 2 Facility
42 Plan/NEPA and Related Information Workshops

44 Blaine Thomas made a motion to approve all items on the Consent Calendar as presented. Brian Braithwaite
45 seconded the motion. Those voting "Aye" – David Bunker, Lon Lott, Mark Christensen, Blaine Thomas, Chris
46 Condie, Craig White, Jay Meacham, Richard Nielson, Neal Winterton, Sullivan Love, Brian Braithwaite, Neal
47 Winterton, and Chandler Goodwin. The motion passed unanimously.

49 **Finance**

50 **1. Financial Report**

51 The financials were in dropbox for the board to review.

1
2 **2. S & P Reports**

3 Rich said Standards & Poor's audited the District and submitted a report for our bonding. They raised their credit
4 ranking of the District from AA- to AA. Rich said that is a good rating for the District.
5

6 **3. 2021 Impact Fee Report**

7 Rich said last year the District failed to present the impact fee report for 2021. It is in this packet for the board to
8 review.
9

10 **Action Items**

11 **1. Award Bond Council**

12 Brian Braithwaite, Finance Committee Chair, said the District posted a request for proposals to provide Bond
13 Council for the District. Two proposals were received from very qualified entities. On January 11th the award
14 committee evaluated and scored the proposals. Chapman and Cutler LLP received the highest score.
15

16 **Brian Braithwaite made a motion to accept the proposal and award Chapman and Cutler LLP as Bond**
17 **Council for the District. Mack Straw seconded the motion. Those voting "Aye" – David Bunker, Lon Lott, Mark**
18 **Christensen, Blaine Thomas, Chris Condie, Craig White, Brian Braithwaite, Jay Meacham, Richard Nielson,**
19 **Neal Winterton, Mack Straw, Sullivan Love and Chandler Goodwin. The motion passed unanimously.**
20

21 **2. TSSD Board Elections**

22 David Bunker said it is time to elect a Board Chair and Vice Chair. The Board also needs to discuss the position of
23 Board Treasurer.
24

25 Board Chair:

26 **Blaine Thomas nominated Chandler Goodwin for Board Chair. Lon Lott seconded the nomination for**
27 **Chandler Goodwin.**

28 **Chandler Goodwin nominated Sullivan Love for Board Chair. Brian Braithwaite seconded the nomination**
29 **for Sullivan Love.**

30 **The Board took a vote for Board Chair. Sullivan Love was voted in as Board Chair with the majority vote.**
31

32 Board Vice Chair:

33 **Mack Straw nominated Chandler Goodwin as Board Vice Chair. Sullivan Love seconded the nomination for**
34 **Chandler Goodwin.**

35 **Blaine Thomas nominated Jay Meacham as Board Vice Chair. Brian Braithwaite seconded the nomination**
36 **for Jay Meacham.**

37 **The Board took a vote for Board Vice Chair. Jay Meacham was voted in as Board Vice Chair with the**
38 **majority vote.**
39

40 David Bunker said Craig White has served as Board Treasurer for many years. He is very knowledgeable and has
41 done a fantastic job. Craig will be retiring and leaving the Board in a few months. David recommended the Board elect
42 a Treasurer Pro-Tempore who will replace Craig when he leaves. That person can shadow Craig and make sure they
43 understand the responsibilities of the position. Brian Braithwaite said Craig has been on the finance committee and has
44 been a huge help and to have Craig continue to serve until he leaves is valuable; especially as we discuss bonding.
45

46 Board Treasurer:

47 **Chris Condie nominated Brian Braithwaite as Board Treasurer. Blaine Thomas seconded the nomination for**
48 **Brian Braithwaite. There were no other nominations, consequently Brian Braithwaite was elected Board**
49 **Treasurer.**
50

1 Sullivan Love extended his thanks to David Bunker, and Craig White.

2 **Communication**

3 **1. TSSD Electronic Meeting Resolution 2023-01**

4 Rich said we have several things incorporated into our By-Laws on electronic meetings. In order to comply with
5 Utah public meetings electronic meetings law, our legal counsel has drafted this resolution. The board needs to discuss
6 whether they want to allow voting by proxy. Rich said we are not currently using voting by proxy and if the Board
7 wants to allow it, there needs to be a policy. Rich said the board's decision will be put in the resolution to vote on next
8 month.

9 David Bunker said some of the committees have already looked at this. We have not allowed voting by-proxy in the
10 past, but that does not mean the board cannot allow it now. David said this means if a board member is not present at
11 board meeting, they may give their vote to another board member, who would be allowed to step in and vote for that
12 absent member. Brian said we have a large board, and he does not see a need for proxy voting and due to the fact that
13 there is electronic voting, this should be a mute issue. In most cases, if it is important enough for the member to be
14 there, they should be able to allocate the time. Brian said he does not support it as he does not see there is a need.
15 Chandler said he agreed and is not in favor of voting by proxy. David Bunker also agreed. There weren't any board
16 members in favor of voting by proxy. David said this resolution would be brought back for approval next month.
17

18 **2. Manager's Report**

19 Rich said this report is a summary of 2022. Rich said next month there will be a new formatted report with
20 additional information and parameters we are tracking. This report shows the 2022 effluent average total phosphorus
21 was .77 mg/L. We are required to be under 1.24 mg/L. Next year we will have to be under 1 mg/L, and we are actually
22 meeting that now. The plant is running well. Rich said the phosphorus was higher during August and September due to
23 moving some operations to reduce odors going to our neighbors. Rich said we will try to be mindful of our neighbors
24 and controlling odors, but also need to keep our phosphorus down to meet our permit. David Bunker thanked Rich and
25 staff for working hard to keep us in compliance. It is a balancing act, and the board appreciates Rich's management of
26 that.
27

28 **Adjourn: Chris Condie made a motion to adjourn. Blaine Thomas seconded the motion. All present "Aye."**
29 **Meeting adjourned. 6:29 p.m.**

30

CHECK REGISTER DESCRIPTION REPORT
12/01/2022 - 12/31/2022

DATE	CHECK NO.	PAYEE	DESCRIPTION	AMOUNT
12/07/22	34859	AMERICAN FORK CITY	MONTHLY SERVICE	\$1,095.82
12/07/22	34860	AVAYA CLOUD OFFICE	MONTHLY SERVICE	\$835.04
12/07/22	34861	AZTECA SYSTEMS LLC	CITYWORKS IMPLEMENTATION	\$843.75
12/07/22	34862	BISCO	MONTHLY SERVICE	\$22.10
12/07/22	34863	BLUE STAKES OF UTAH 811	MONTHLY SERVICE	\$349.21
12/07/22	34864	BOB'S JANITORIAL	MONTHLY SERVICE	\$40.00
12/07/22	34865	BROWN AND CALDWELL	PROFESSIONAL SERVICES	\$225,080.45
12/07/22	34866	CAL RANCH STORES	SAFETY SUPPLIES, UNIFORMS, MAINTENANCE SUPPLIES	\$319.87
12/07/22	34867	CENTURY LINK	MONTHLY SERVICE FOR AUTODIALER	\$73.52
12/07/22	34868	CENTURY LINK COMMUNICATIONS	MONTHLY SERVICE FOR INTERNET	\$423.02
12/07/22	34869	CHEMTECH FORD INC.	LAB SERVICES FOR PRETREATMENT	\$1,950.00
12/07/22	34870	CINTAS FIRST AID AND SAFETY	SAFETY SUPPLIES	\$442.04
12/07/22	34871	COLBY BRYANT	REIMBURSEMENT FOR UNIFORMS	\$103.94
12/07/22	34872	COLONIAL LIFE	ACCIDENT INSURANCE COVERAGE	\$53.00
12/07/22	34873	EUROFINS ENVIRO TESTING NORTH	LAB SERVICES	\$1,212.50
12/07/22	34874	HADEN MORTENSEN	REIMBURSEMENT FOR CERTIFICATION	\$100.00
12/07/22	34875	HIGHLAND CITY CORPORATION	MONTHLY SERVICE	\$48.07
12/07/22	34876	HOSE AND RUBBER SUPPLY	OPERATIONS SUPPLIES	\$682.04
12/07/22	34877	HUMPHRIES INC	WELDING SUPPLIES	\$133.20
12/07/22	34878	VOID	VOID	\$0.00
12/07/22	34879	JACKSON NATIONAL LIFE INSURANCE	LIFE INSURANCE COVERAGE	\$50.20
12/07/22	34880	JACOBS ENGINEERING	PROFESSIONAL SERVICES	\$2,909.00
12/07/22	34881	JEDEDIAH FACE	REIMBURSEMENT FOR CERTIFICATION	\$100.00
12/07/22	34882	KEN GARFF FORD	FLEET REPAIRS	\$1,750.68
12/07/22	34883	LUKE WATKINS	REIMBURSEMENT FOR CERTIFICATION	\$100.00
12/07/22	34884	MB AND SONS	BIOSOLIDS HAULING	\$37,227.29
12/07/22	34885	NORTH POINTE	BIOSOLIDS DISPOSAL	\$20,372.40
12/07/22	34886	PURCELL TIRE AND RUBBER CO.	TIRE REPAIRS	\$442.00
12/07/22	34887	QUICK QUACK CAR WASH	MONTHLY SERVICE	\$135.00
12/07/22	34888	REPUBLIC SERVICES	MONTHLY SERVICE	\$8,136.04
12/07/22	34889	ROCKY MOUNTAIN WATER COMPANY	BOTTLED WATER SERVICE/COOLER RENTAL	\$55.96
12/07/22	34890	ROYCE INDUSTRIES	TRAILER MOUNTED PRESSURE WASHER	\$22,616.15
12/07/22	34891	RPM AUTO PARTS	FLEET SUPPLIES	\$45.12
12/07/22	34892	T-MOBILE	MONTHLY SERVICE	\$1,236.06
12/07/22	34893	THOMAS PETROLEUM LLC	DIESEL FUEL	\$7,518.35
12/07/22	34894	UNIFIRST COPORATION	MAT SERVICE/LAUNDRY	\$32.03
12/07/22	34895	VORTEX COLORADO	OVERHEAD DOOR REPAIRS	\$534.00
12/07/22	34896	WASATCH REGIONAL LANDFILL	BIOSOLIDS DISPOSAL	\$11,611.48
12/07/22	34897	ZIONS BANK PUBLIC FINANCE	PROFESSIONAL SERVICES	\$450.00
12/08/22	34898	INTERMOUNTAIN REGIONAL LANDFILL	BIOSOLIDS DISPOSAL	\$85,379.40
12/08/22	34899	CHRISTOPHER EWELL	EMPLOYEE RECOGNITION	\$25.00
12/08/22	34900	DANETTE SMITH	EMPLOYEE RECOGNITION	\$75.00
12/14/22	34901	DAVID BARLOW	EMPLOYEE RECOGNITION	\$50.00
12/14/22	34902	ALTA BANK	RETAINAGE - PAY REQUEST NO. 2 CL-N1 PROJECT SUNDT CONSTRUCTION	\$80,199.00
12/14/22	34903	AQUA ENGINEERING OF UTAH LLC	PROFESSIONAL SERVICES	\$2,040.00
12/14/22	34904	AQUA ENVIRONMENTAL SERVICES	FLOW METER CALIBRATION	\$1,000.00
12/14/22	34905	BISCO	SAFETY SUPPLIES	\$557.78
12/14/22	34906	CAL RANCH STORES	MAINTENANCE SUPPLIES, UNIFORMS	\$285.63
12/14/22	34907	CAROLLO ENGINEERS INC.	PROFESSIONAL SERVICES	\$996.50
12/14/22	34908	CASELLE	MONTHLY SERVICE	\$1,601.00
12/14/22	34909	CHEMTECH FORD INC.	LAB SERVICES FOR PRETREATMENT	\$351.00
12/14/22	34910	CODALE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	\$610.82
12/14/22	34911	EXECUTECH UTAH LLC	MONTHLY SERVICE	\$3,805.00
12/14/22	34912	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$189.60
12/14/22	34913	HAYES GODFREY BELL PC	PROFESSIONAL SERVICES	\$6,556.50
12/14/22	34914	ICTECH INC	SCADA REPAIRS, PROGRAMMING	\$2,397.17
12/14/22	34915	INTERMOUNTAIN FARMERS ASSOCIATION	FALL FORAGE PLANTING AT FUTURE LIFT STATION PROPERTY	\$372.42
12/14/22	34916	ISOLVED HCM LLC	MONTHLY SERVICE	\$329.50
12/14/22	34917	JUB ENGINEERS INC.	PROFESSIONAL SERVICES	\$3,515.10
12/14/22	34918	KEN GARFF FORD	FLEET SUPPLIES	\$93.64
12/14/22	34919	LEHI CITY CORPORATION	MONTHLY SERVICE	\$32.73
12/14/22	34920	MB AND SONS	BIOSOLIDS HAULING	\$43,430.93
12/14/22	34921	MOUNTAINLAND SUPPLY LLC	MAINTENANCE SUPPLIES	\$43.44
12/14/22	34922	OSINC INC.	SAFETY SUPPLIES	\$139.85
12/14/22	34923	PALMERS METALMART INC.	MAINTENANCE SUPPLIES	\$141.75
12/14/22	34924	PETERSON PLUMBING SUPPLY	BUILDING SUPPLIES	\$18.33
12/14/22	34925	PITNEY BLOWES GLOBAL FINANCIAL	POSTAGE METER LEASE	\$236.07
12/14/22	34926	PUBLIC EMPLOYEES HEALTH PROGRAM	LONG TERM DISABILITY INSURANCE COVERAGE	\$641.26
12/14/22	34927	ROCKY MOUNTAIN POWER	MONTHLY SERVICE	\$101,157.58
12/14/22	34928	RPM AUTO PARTS	FLEET SUPPLIES	\$96.94

CHECK REGISTER DESCRIPTION REPORT
12/01/2022 - 12/31/2022

DATE	CHECK NO.	PAYEE	DESCRIPTION	AMOUNT
12/14/22	34929	STATE FIRE DC SPECIALTIES	FIRE EXTINGUISHER INSPECTIONS	\$452.60
12/14/22	34930	STEPSAVER INC.	EXTRA COARSE SALT FOR HYPOCHLORITE	\$315.32
12/14/22	34931	SUNDT CONSTRUCTION INC.	PAY REQUEST NO. 2 CL-N1 66" WESTSIDE INTERCEPTOR PROJECT	\$1,523,781.06
12/14/22	34932	THE LAW OFFICE OF EDWIN B PARRY	PAYROLL GARNISHMENT	\$266.50
12/14/22	34933	UNIFIRST CORPORATION	MAT SERVICE/LAUNDRY	\$29.74
12/14/22	34934	WHEELER MACHINERY CO.	FLEET SUPPLIES	\$44.13
12/14/22	34935	WOOTTON REDMOND	EMPLOYEE RECOGNITION	\$25.00
12/14/22	34936	YSI INCORPORATED	OPERATIONS SUPPLIES	\$13,972.57
12/20/22	34963	BISCO	COLLECTIONS	\$1,030.60
12/20/22	34964	BROWN AND CALDWELL	PROFESSIONAL SERVICES	\$19,900.66
12/20/22	34965	CHEMTECH FORD INC.	LAB SERVICE FOR PRETREATMENT	\$118.00
12/20/22	34966	CODALE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	\$233.89
12/20/22	34967	DOMINION ENERGY	MONTHLY SERVICE	\$17,674.30
12/20/22	34968	DUFF SHELLEY MOWER AND CYCLE	FLEET SUPPLIES	\$108.00
12/20/22	34969	GRAINGER INDUSTRIAL	SAFETY SUPPLIES	\$944.69
12/20/22	34970	HACH COMPANY	LAB SUPPLIES	\$738.30
12/20/22	34971	HOLLAND AND HART	COALITION WORK	\$2,000.00
12/20/22	34972	HORROCKS ENGINEERS	PROFESSIONAL SERVICES	\$59,899.43
12/20/22	34973	IDVILLE	SECURITY SYSTEM SUPPLIES	\$388.61
12/20/22	34974	MOUNTAINLAND SUPPLY LLC	COLLECTIONS SUPPLIES	\$195.60
12/20/22	34975	NEVEREST EQUIPMENT COMPANY	VACALL RECYCLE JET TRUCK	\$493,695.71
12/20/22	34976	PLATT ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	\$222.32
12/20/22	34977	PUBLIC EMPLOYEES HEALTH PLAN	LIFE, HEALTH, DENTAL, VISION INSURANCE COVERAGE	\$80,342.26
12/20/22	34978	RAY QUINNEY AND NEBEKER	PROFESSIONAL SERVICES	\$17,790.00
12/20/22	34979	ROCKY MOUNTAIN POWER	MONTHLY SERVICE	\$997.36
12/20/22	34980	ROCKY MOUNTAIN WATER COMPANY	BOTTLED WATER SERVICE/COOLER RENTAL	\$31.91
12/20/22	34981	SAFETY KLEEN SYSTEMS INC.	CLEANING PARTS WASHER	\$328.11
12/20/22	34982	SUEZ TREATMENT SOLUTIONS	UV LAMPS COMPLETE ASSEMBLY	\$69,480.28
12/20/22	34983	SYNTECH SYSTEMS	FUELMaster SYSTEM MAINTENANCE	\$550.00
12/20/22	34984	UNIFIRST COPORATION	MAT SERVICE/LAUNDRY	\$20.81
12/20/22	34985	VISA-2540	OFFICE SUPPLIES	\$27.78
12/20/22	34986	VISA-4536	OFFICE SUPPLIES, MONTHLY SERVICE	\$177.69
12/20/22	34987	VOID	VOID	\$0.00
12/20/22	34988	WHEELER MACHINERY CO.	2022 SKID STEER	\$40,499.00
12/20/22	34989	VISA-4791	HOLIDAY DINNER, EMPLOYEE RECOGNITION, BLDG SUPPLIES, CONF. REGIS'	\$7,021.29
12/28/22	34990	BISCO	COLLECTIONS SUPPLIES	\$2,023.48
12/28/22	34991	BROWN AND CALDWELL	PROFESSIONAL SERVICES	\$335,814.87
12/28/22	34992	CAL RANCH STORES	UNIFORMS, SAFETY SUPPLIES, ICE MELT	\$727.25
12/28/22	34993	CINTAS FIRST AID AND SAFETY	SAFETY SUPPLIES	\$556.32
12/28/22	34994	COLONIAL LIFE	ACCIDENT INSURANCE COVERAGE	\$53.00
12/28/22	34995	EQUITABLE FINANCIAL LIFE INSURANCE	SHORT TERM DISABILITY INSURANCE COVERAGE	\$516.86
12/28/22	34996	FED EX	SHIPPING	\$4.93
12/28/22	34997	HOSE AND RUBBER SUPPLY	COLLECTIONS SUPPLIES	\$1,690.66
12/28/22	34998	JACK'S TIRE AND OIL INC.	FLAT REPAIRS ON DUMP TRUCK	\$297.50
12/28/22	34999	OLYMPUS INSURANCE AGENCY	2023 FREIGHTLINER INSURANCE COVERAGE	\$5,359.00
12/28/22	35000	OWEN EQUIPMENT COMPANY	COLLECTIONS SUPPLIES	\$4,118.66
12/28/22	35001	PETERSON PLUMBING SUPPLY	BUILDING SUPPLIES	\$869.24
12/28/22	35002	PLATT ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	\$61.27
12/28/23	35003	PUBLIC EMPLOYEES HEALTH PROGRAM	LONG TERM DISABILITY INSURANCE COVERAGE	\$488.37
12/28/22	35004	PURCELL TIRE AND RUBBER CO.	TIRE REPAIRS	\$143.38
12/28/22	35005	RPM AUTO PARTS	FLEET SUPPLIES	\$50.37
12/28/22	35006	STAPLES ADVANTAGE	SECURITY CARD PRINTER, OFFICE SUPPLIES	\$2,419.47
12/28/22	35007	T-MOBILE	MONTHLY SERVICE	\$1,236.06
12/28/22	35008	UNIFIRST CORPORATION	MAT SERVICE/LAUNDRY	\$29.74
12/28/22	35009	WASATCH REGIONAL LANDFILL	BIOSOLIDS DISPOSAL	\$18,234.30
TOTAL:				\$3,413,496.52

**PARTIAL PAYMENT ESTIMATE
NO. 4**

Name of Contractor: Sundt Construction, Inc.		
Name of Owner: Timpanogos Special Service District		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 12-Sep-22	Original: \$34,137,995.00	From: 1-Jan-23
Revised: 30-Apr-24	Revised: \$34,137,995.00	To: 31-Jan-23
Description of Job: TSSD CL-NI 66" Westside Interceptor		
Amount	This Period	Total To Date
Amount Earned	\$367,897.51	\$3,249,601.19
Retainage Being Held	\$18,394.88	\$162,480.06
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$2,737,618.50
Amount Due	\$349,502.63	\$349,502.63

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

Recommended by Horrocks Engineers

Date: 2/6/2023



Dave Dillman
Project Manager

Accepted by: **Sundt Construction, Inc.**

Date: 2/6/2023

Dave Hansen Digital signed by Dave Hansen
DN: cn=Dave Hansen, email=dave.hansen@sundt.com,
o=Sundt Construction, ou=Project
Manager, cn=Dave Hansen
Date: 2023.02.06 11:20:05-0700

Dave Hansen
Project Manager

Approved By: **Timpanogos Special Service District**

Date: _____

David Barlow
Project Manager

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
BHI Schedule A									
1	Traffic Control	1.00	LS	\$247,000.00	\$247,000.00	0%	40%		
2	Mobilization	1.00	LS	\$3,700,000.00	\$3,700,000.00	0%	40%		\$99,000.00
3	SWPPP	1.00	LS	\$37,000.00	\$37,000.00	0%	40%		\$1,480,000.00
4	72" CCFRPM Pipe	451.00	LF	\$1,800.00	\$811,800.00	0%	2%		\$18,000.00
5	66" CCFRPM Pipe	1003.00	LF	\$1,312.00	\$1,315,136.00	2%	0%	\$345,347.16	\$1,034,450.88
6	96" Plymer Manhole	34.00	EA	\$11,000.00	\$374,000.00	0%	0%		\$0.00
7	60" Plymer Manhole	2.00	EA	\$105,200.00	\$210,400.00	0%	0%		\$0.00
8	Bypass Pumping	1.00	LS	\$25,200.00	\$25,200.00	0%	0%		\$0.00
9	Dewatering	1.00	LS	\$950,000.00	\$950,000.00	0%	60%		\$570,000.00
10	Import Backfill Material	44927.00	CY	\$42.00	\$1,886,834.00	0%	0%		\$0.00
11	Native Material	2557.00	CY	\$1.00	\$2,557.00	0%	0%		\$0.00
12	Untreated Base Course	1406.00	CY	\$88.00	\$123,728.00	0%	0%		\$0.00
13	Pipe Bedding	4654.00	CY	\$49.00	\$228,046.00	0%	0%		\$0.00
14	Asphalt	1912.00	TON	\$160.00	\$305,920.00	0%	0%		\$0.00
15	Trench Stabilization	14907.00	CY	\$17.00	\$253,419.00	0%	0%		\$0.00
16	Agricultural Restoration	1.00	LS	\$105,000.00	\$105,000.00	0%	0%		\$5,250.00
17	Residential Restoration	1.00	LS	\$55,000.00	\$55,000.00	0%	0%		\$0.00
18	Forest Service Restoration	1.00	LS	\$41,000.00	\$41,000.00	0%	0%		\$2,050.00
19	Clay or CLSM Cut Off Wall	18.00	EA	\$1,800.00	\$32,400.00	0%	0%		\$0.00
20	Remove sewer Manhole and 8" Sewer Line	1.00	EA	\$5,200.00	\$5,200.00	0%	0%		\$0.00
21	Plug Sewer line and Manhole - South	1.00	EA	\$600.00	\$600.00	0%	0%		\$0.00
22	Remove and Replace - 60" Storm Drain Manhole	1.00	EA	\$4,000.00	\$4,000.00	0%	0%		\$0.00
23	Install 8" SDR - 35	120.00	LF	\$78.00	\$9,360.00	0%	0%		\$0.00
24	Remove and Replace - Sewer Manhole 48"	1.00	EA	\$11,000.00	\$11,000.00	0%	0%		\$0.00
25	Abandon and Plug - South Sewer Line	1.00	EA	\$600.00	\$600.00	0%	0%		\$0.00
26	Abandon and Plug - East Storm Drain Line	1.00	EA	\$150.00	\$150.00	0%	0%		\$0.00
27	Remove and Dispose 12" Storm Drain Line and Manholes	1.00	EA	\$10,000.00	\$10,000.00	0%	0%		\$0.00
28	Remove and Replace Storm Drain Inlet	1.00	EA	\$4,000.00	\$4,000.00	0%	0%		\$0.00
29	Install 12" PVC	39.00	LF	\$140.00	\$5,460.00	0%	0%		\$0.00
30	Install 21" RCP	1160.00	LF	\$88.00	\$102,080.00	0%	0%		\$0.00
31	Remove and Dispose of Sewer Manhole and 8" Pipe	1.00	EA	\$5,200.00	\$5,200.00	0%	0%		\$0.00
32	Remove and Replace Existing Driveway	8.00	EA	\$1,800.00	\$14,400.00	0%	0%		\$0.00
33	Storm Drain Relocation	1.00	EA	\$9,600.00	\$9,600.00	0%	0%		\$0.00
34	Remove and Replace with 48" Bolted Manhole	3.00	EA	\$3,700.00	\$11,100.00	0%	0%		\$0.00
35	Install New 48" Bolted Manhole	3.00	EA	\$14,000.00	\$42,000.00	0%	0%		\$0.00
36	21" Flared Bnd with Grate	1.00	EA	\$1,400.00	\$1,400.00	0%	0%		\$0.00
37	Storm Drain Realignment	1.00	EA	\$35,000.00	\$35,000.00	0%	0%		\$0.00
38	Water Line Relocation	1.00	EA	\$40,000.00	\$40,000.00	0%	0%		\$0.00
39	Stream Crossing	1.00	EA	\$35,000.00	\$35,000.00	0%	0%		\$0.00
40	Rebuild and Replace 36" RCP Outlet Structure and Drainage Ditch	1.00	EA	\$4,000.00	\$4,000.00	0%	0%		\$0.00
41	Well Rehabilitation	1.00	EA	\$8,000.00	\$8,000.00	0%	0%		\$0.00
42	Remove and Rebuild 6" Corrugated HDPE Drain Pipe, Rip Tap Over Flow Ditch and Collection Box	1.00	EA	\$3,200.00	\$3,200.00	0%	0%		\$0.00
43	Remove and Replace Existing Flow Meter	1.00	EA	\$10,000.00	\$10,000.00	0%	0%		\$0.00
44	West Diversion Structure	1.00	LS	\$951,000.00	\$951,000.00	0%	0%		\$0.00
45	East Diversion Structure	1.00	LS	\$1,187,000.00	\$1,187,000.00	0%	0%		\$0.00
46	Allowances	1.00	LS	\$400,000.00	\$400,000.00	0%	0%	\$22,000.35	\$22,000.35
47	Red Costs, No Greater than 5% of the sum of the base bid, Items number 4-45, Bid Alt 1, Bid Alt 2 and Items 4-14 of Bid Alt 3	1.00	LS	\$1.00	\$1.00	0%	0%		\$0.00
48	Sewer Meter Vault Electrical Pads	2.00	EA	\$360.00	\$720.00	0%	0%		\$0.00
49	15" Storm Drain Replacement	1.00	LS	\$3,400.00	\$3,400.00	0%	0%		\$0.00
50	Dry Utility Relocation	1.00	LS	\$47,000.00	\$47,000.00	0%	0%		\$0.00
Subtotal					\$34,137,995.00			\$367,897.51	\$3,249,801.20
Change Orders									
Total					\$34,137,995.00				

	TOTAL	\$367,897.51	\$3,249,801.20
AMOUNT RETAINED		\$10,394.08	\$67,489.08
RETAINAGE RELEASED			
PREVIOUS RETAINAGE			\$144,088.18
PREVIOUS PAYMENTS			\$2,737,618.50
AMOUNT DUE	\$349,502.63		\$349,502.63

Contractor's Application for Payment

Owner: <u>Timpanogos Special Service District</u>	Owner's Project No.: _____
Engineer: <u>Horrocks</u>	Engineer's Project No.: _____
Contractor: <u>Sundt</u>	Contractor's Project No.: <u>112266</u>
Project: <u>CL-N1 66" Parallel Westside Interceptor</u>	
Contract: _____	
Application No.: <u>4</u>	Application Date: <u>1/1/23</u>
Application Period: From <u>1/1/23</u>	to <u>1/31/23</u>

1. Original Contract Price	\$ 34,133,585.00
2. Net change by Change Orders	\$ _____
3. Current Contract Price (Line 1 + Line 2)	\$ 34,133,585.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,249,601.20
5. Retainage	
a. <u>5.00%</u> X \$ _____ Work Completed	\$ _____
b. <u>5.00%</u> X \$ 367,897.51 Stored Materials	\$ 18,394.88
c. Total Retainage (Line 5.a + Line 5.b)	\$ 18,394.88
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 349,502.63
7. Less previous payments (Line 6 from prior application)	\$ _____
8. Amount due this application	\$ 349,502.63
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 30,883,983.80

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

Contractor: Sundt

Signature: _____ Date: _____

<p>Recommended by Engineer</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Approved by Funding Agency</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

CONFIRMED SET

Pay Request #1 TSSD - CL-N1 Parallel Westside Interceptor

Pay Request #4 TSSD - CL-N1 Parallel Westside Interceptor

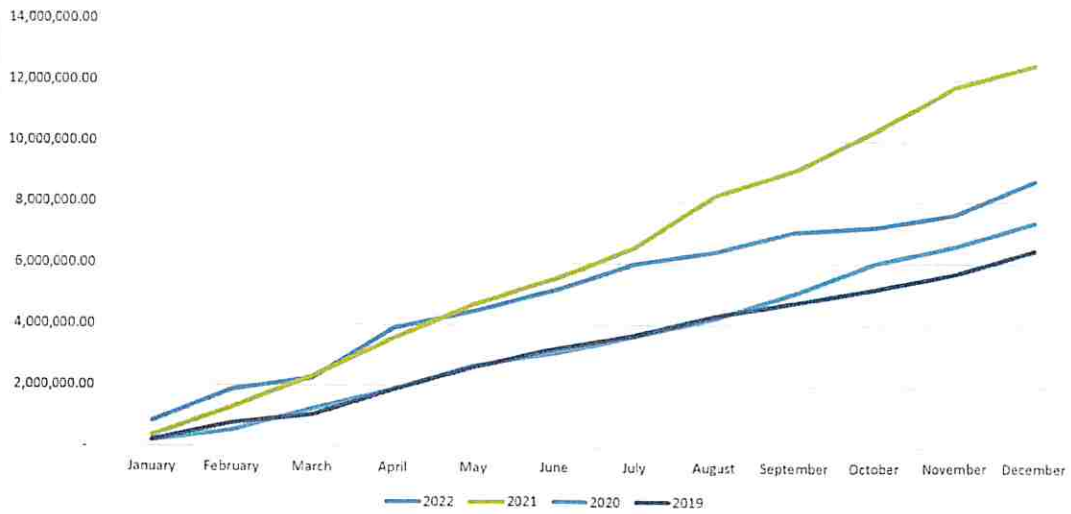
Item	Description	Quantity	Unit	Unit Price	Total	QTY	2/1/2022
1	Traffic Control	1.000	LS	\$247,000.00	\$247,000.00		\$ -
2	Mobilization	1.000	LS	\$3,700,000.00	\$3,700,000.00		\$ -
3	SWPPP	1.000	LS	\$37,000.00	\$37,000.00		\$ -
4	72" CCFRPM Pipe	451.000	LF	\$1,800.00	\$811,800.00		\$ -
5	66" CCFRPM Pipe	10,020.000	LF	\$1,732.00	\$17,354,640.00	199,392125	\$ 345,347.16
6	96" Polymer Manhole	34.000	EA	\$111,000.00	\$3,774,000.00		\$ -
7	60" Sewer Manhole (Lehi City)	2.000	EA	\$108,000.00	\$216,000.00		\$ -
8	Bypass Pumping	1.000	LS	\$265,000.00	\$265,000.00		\$ -
9	Dewatering	1.000	LS	\$950,000.00	\$950,000.00		\$ -
10	Import Backfill Material	44,927.000	CY	\$42.00	\$1,886,934.00		\$ -
11	Native Material	2,657.000	CY	\$1.00	\$2,657.00		\$ -
12	Untreated Base Course	1,406.000	CY	\$88.00	\$123,728.00		\$ -
13	Pipe Bedding	4,654.000	CY	\$49.00	\$228,046.00		\$ -
14	Asphalt	1,912.000	TON	\$160.00	\$305,920.00		\$ -
15	Trench Stabilization	14,907.000	CY	\$57.00	\$849,699.00		\$ -
16	Agricultural Restoration	1.000	LS	\$105,000.00	\$105,000.00		\$ -
17	Residential Restoration	1.000	LS	\$55,000.00	\$55,000.00		\$ -
18	Forest Service Restoration	1.000	LS	\$41,000.00	\$41,000.00		\$ -
19	Clay or CLSM Cut Off Wall	18.000	EA	\$1,800.00	\$32,400.00		\$ -
20	Remove Sewer Manhole and 8" Sewer Line	1.000	EA	\$5,200.00	\$5,200.00		\$ -
21	Plug Sewer Line and Manhole - South	1.000	EA	\$600.00	\$600.00		\$ -
22	Remove and Replace - 60" Storm Drain Manhole	1.000	EA	\$4,000.00	\$4,000.00		\$ -
23	Install 8" SDR-35	120.000	LF	\$78.00	\$9,360.00		\$ -
24	Remove and Replace - Sewer Manhole 48"	1.000	EA	\$11,000.00	\$11,000.00		\$ -
25	Abandon and Plug - South Sewer Line	1.000	EA	\$600.00	\$600.00		\$ -
26	Abandon and Plug - East Storm Drain Line	1.000	EA	\$650.00	\$650.00		\$ -
27	Remove & Dispose 12" SD Line and Manhole	1.000	EA	\$10,000.00	\$10,000.00		\$ -
28	Remove and Replace Storm Drain Inlet	1.000	EA	\$4,000.00	\$4,000.00		\$ -
29	Install 12" PVC	39.000	LF	\$140.00	\$5,460.00		\$ -
30	Install 21" RCP	1,160.000	LF	\$88.00	\$102,080.00		\$ -
31	Remove and Dispose of Sewer Manhole and 8" Pipe	1.000	EA	\$5,200.00	\$5,200.00		\$ -
32	Remove and Replace Existing Driveway	8.000	EA	\$1,800.00	\$14,400.00		\$ -
33	Storm Drain Relocation	1.000	EA	\$9,600.00	\$9,600.00		\$ -
34	Remove and Replace with 48" Irrigation Box with Bo	3.000	EA	\$3,700.00	\$11,100.00		\$ -
35	Install New 48" Irrigation Box with Bolted Lid	3.000	EA	\$14,000.00	\$42,000.00		\$ -
36	21" Flared End with Grate	1.000	EA	\$1,400.00	\$1,400.00		\$ -
37	Storm Drain Realignment	1.000	EA	\$35,000.00	\$35,000.00		\$ -
38	Water Line Relocation	1.000	EA	\$40,000.00	\$40,000.00		\$ -
39	Stream Crossing	1.000	EA	\$35,000.00	\$35,000.00		\$ -
40	Rebuild and Replace 36" RCP Outlet Structure and D	1.000	EA	\$4,000.00	\$4,000.00		\$ -
41	Well Rehabilitation	1.000	EA	\$8,000.00	\$8,000.00		\$ -

Pay Request #1 TSSD - CL-N1 Parallel Westside Interceptor

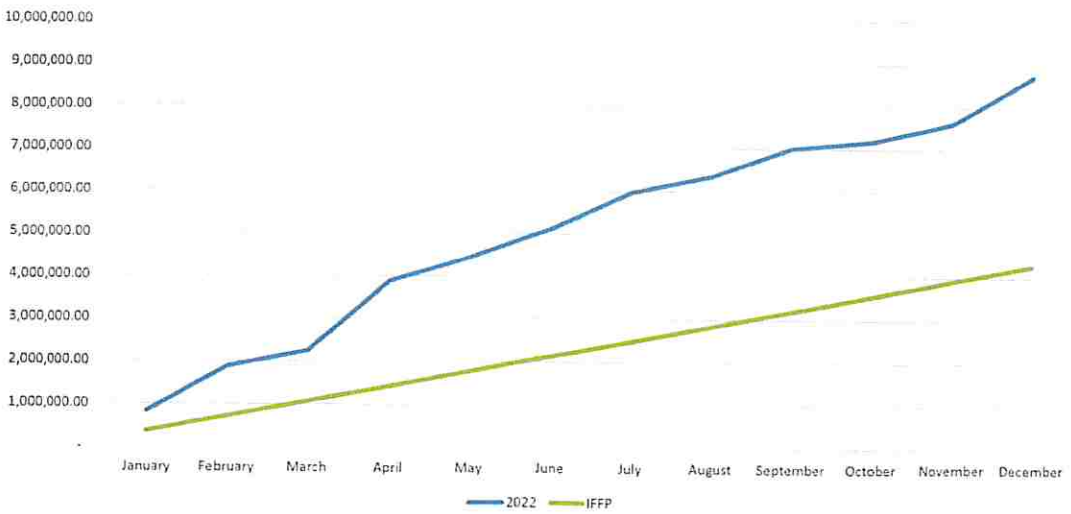
Item	Description	Quantity	Unit	Unit Price	Total	QTY	11/1/2022
42	Remove and Rebuild 6" Corrugated HDPE Drain Pipe.	1,000	EA	\$3,200.00	\$3,200.00		\$ -
43	Remove and Replace Existing Flow Meter	1,000	EA	\$40,000.00	\$40,000.00		\$ -
44	West Diversion Structure	1,000	LS	\$951,000.00	\$951,000.00		\$ -
45	East Diversion Structure	1,000	LS	\$1,187,000.00	\$1,187,000.00		\$ -
46	Allowances	1,000	LS	\$400,000.00	\$400,000.00	0.05637588	\$ 22,550.35
47	Fuel Costs No Greater than 5% of Base Bid	1,000	LS	\$1.00	\$1.00		\$ -
48	Sewer Meter Electrical Pads	2,000	EA	\$360.00	\$720.00		\$ -
49	15" Storm Drain Replacement	1,000	LS	\$3,400.00	\$3,400.00		\$ -
50	Dry Utility Relocation	1,000	LS	\$47,000.00	\$47,000.00		\$ -
Base Bid					\$33,976,795.00		\$367,897.51
							1.1%

Item	Description	Quantity	Unit	Unit Price	Total	QTY	11/1/2022
B3.01	Traffic Control	1,000	LS	\$22,000.00	\$22,000.00	0	\$ -
B3.02	Mobilization	1,000	LS	\$5,000.00	\$5,000.00	0	\$ -
B3.03	SWPPP	1,000	LS	\$3,400.00	\$3,400.00	0	\$ -
B3.04	36" SDR-35 PVC Pipe	123,000	LF	\$190.00	\$23,370.00		\$ -
B3.05	72" Concrete Manhole (MH-01A)	1,000	EA	\$8,800.00	\$8,800.00		\$ -
B3.06	Devalerling	1,000	LS	\$28,000.00	\$28,000.00	0	\$ -
B3.07	Export	437,000	CY	\$20.00	\$8,740.00		\$ -
B3.08	Import Backfill Material	401,000	CY	\$42.00	\$16,842.00		\$ -
B3.09	Untreated Base Course	24,000	CY	\$55.00	\$1,320.00		\$ -
B3.10	Asphalt	34,000	TON	\$180.00	\$6,120.00		\$ -
B3.11	Trench Stabilization	634,000	CY	\$57.00	\$36,138.00		\$ -
B3.12	Clay Or CI/SM Cur off Wall	1,000	EA	\$370.00	\$370.00		\$ -
B3.13	Ping Sewer line at diversion Structure	1,000	EA	\$600.00	\$600.00		\$ -
B3.14	Remove and Replace Curb and Gutter	10,000	LF	\$50.00	\$500.00		\$ -
Bid Alternate - 3 Saratoga City Sewer Extension					\$161,200.00		\$0.00
Bid Total:					\$34,137,995.00		\$367,897.51
							1.1%

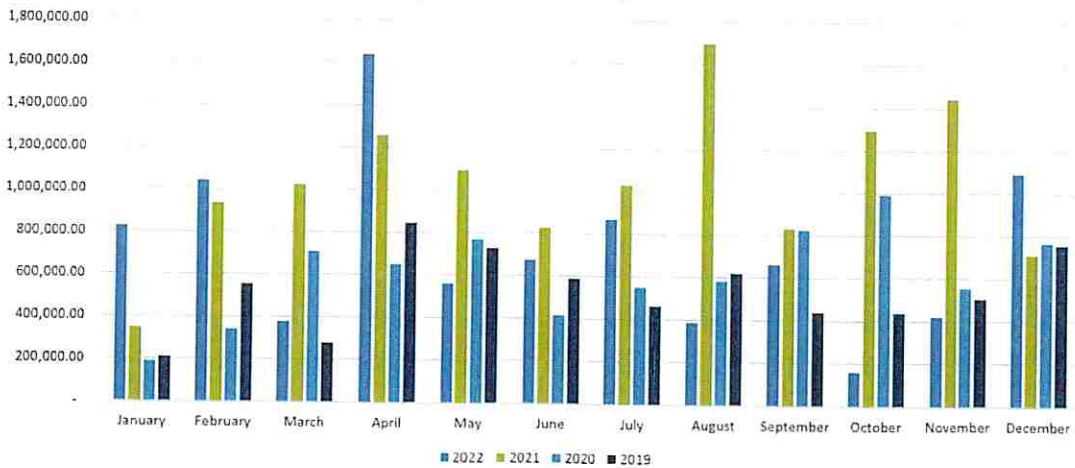
Impact Fee Revenue 2019, 2020, 2021 and 2022 YTD



Impact Fee Revenue 2022 VS IFFP Estimate

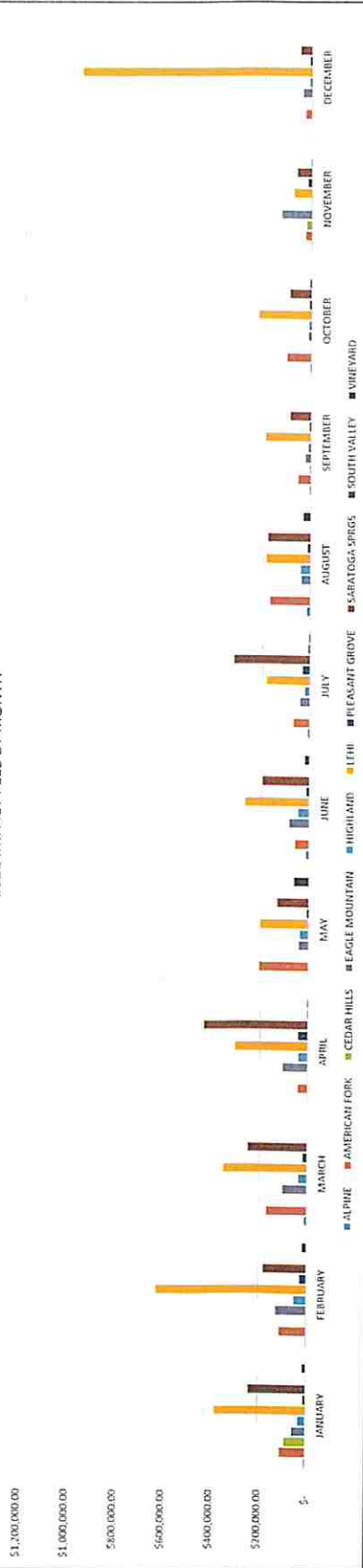


Impact Revenue Fees by Month

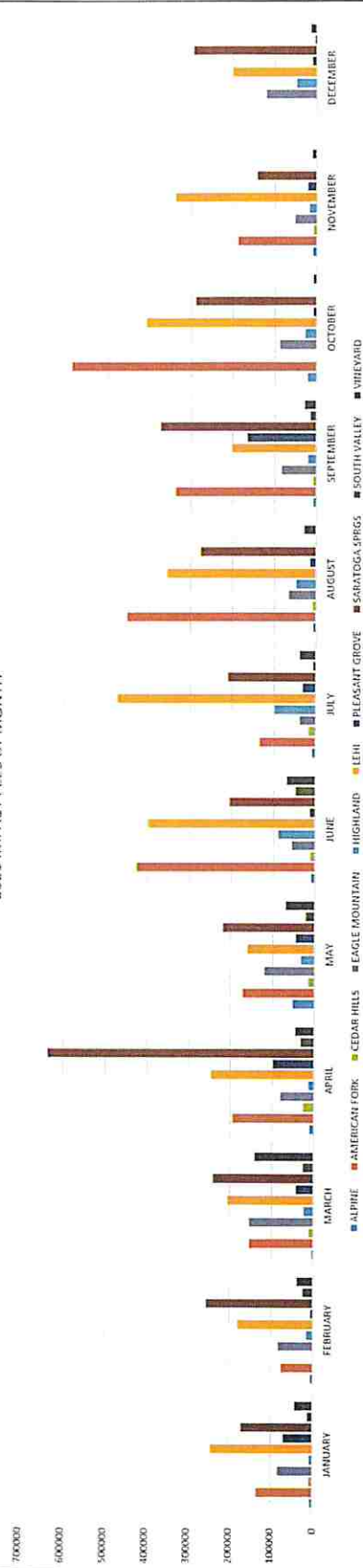


CITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
ALPINE	\$ 5,356.65	\$ 3,571.10	\$ 10,713.30	\$ 3,571.10	\$ 1,785.55	\$ 12,498.85	\$ 7,142.20	\$ 14,284.40	\$ 5,356.65	\$ 5,356.65	\$ 3,571.10	\$ -	\$ 73,207.55
AMERICAN FORK	\$ 108,921.30	\$ 113,264.18	\$ 170,028.00	\$ 39,282.10	\$ 205,966.89	\$ 59,158.08	\$ 67,850.90	\$ 169,627.25	\$ 53,477.22	\$ 103,561.90	\$ 26,104.74	\$ 27,497.47	\$ 1,144,740.03
CEDAR HILLS	\$ 90,670.23	\$ 3,571.10	\$ 1,799.29	\$ 3,571.10	\$ -	\$ 1,799.29	\$ -	\$ 1,785.55	\$ 5,367.37	\$ -	\$ 21,426.60	\$ -	\$ 124,520.14
EAGLE MOUNTAIN	\$ 58,923.15	\$ 129,452.38	\$ 103,561.90	\$ 105,347.45	\$ 39,282.10	\$ 85,706.40	\$ 39,817.77	\$ 37,496.55	\$ 24,997.70	\$ 12,498.85	\$ 126,474.05	\$ 37,770.90	\$ 891,329.20
HIGHLAND	\$ 30,354.35	\$ 51,780.05	\$ 35,248.49	\$ 37,496.55	\$ 35,157.49	\$ 43,817.40	\$ 21,033.78	\$ 39,282.10	\$ 10,713.30	\$ 9,481.27	\$ 2,339.07	\$ 8,999.17	\$ 325,783.92
LEHI	\$ 377,429.55	\$ 625,942.05	\$ 347,575.18	\$ 302,204.34	\$ 199,999.46	\$ 263,797.17	\$ 178,447.88	\$ 184,000.83	\$ 189,982.52	\$ 220,979.67	\$ 76,546.53	\$ 961,250.83	\$ 3,928,156.11
PLEASANT GROVE	\$ 10,713.30	\$ 27,632.50	\$ 18,105.48	\$ 39,871.34	\$ 7,142.20	\$ 12,623.84	\$ 30,354.35	\$ 12,159.59	\$ 5,356.65	\$ 7,945.70	\$ 17,062.00	\$ 7,856.43	\$ 196,813.38
SARATOGA SPRGS	\$ 238,067.38	\$ 182,126.10	\$ 246,388.04	\$ 430,906.78	\$ 132,702.07	\$ 195,803.41	\$ 316,043.35	\$ 179,715.60	\$ 88,081.18	\$ 91,652.28	\$ 63,083.48	\$ 48,209.85	\$ 2,217,778.52
SOUTH VALLEY	\$ -	\$ -	\$ -	\$ 3,571.10	\$ 1,785.55	\$ 1,785.55	\$ 5,356.65	\$ 1,785.55	\$ 1,785.55	\$ 5,356.65	\$ -	\$ -	\$ 24,987.70
VINEYARD	\$ 14,865.24	\$ 18,891.12	\$ -	\$ 2,428.35	\$ 64,279.80	\$ 20,801.66	\$ 4,981.68	\$ 32,139.90	\$ -	\$ 1,785.55	\$ -	\$ 1,785.55	\$ 161,958.85
TOTAL	\$ 935,301.15	\$ 1,152,660.38	\$ 933,419.68	\$ 968,250.21	\$ 688,101.11	\$ 695,992.36	\$ 671,027.56	\$ 672,277.42	\$ 385,018.14	\$ 458,618.52	\$ 340,168.67	\$ 1,093,370.20	\$ 8,994,205.40

2022 IMPACT FEES BY MONTH

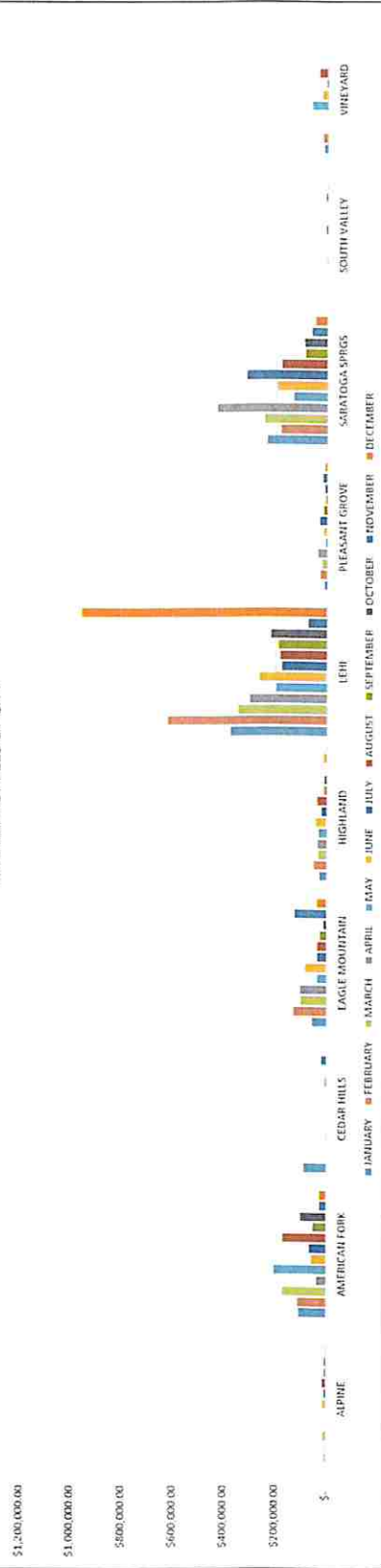


2021 IMPACT FEES BY MONTH

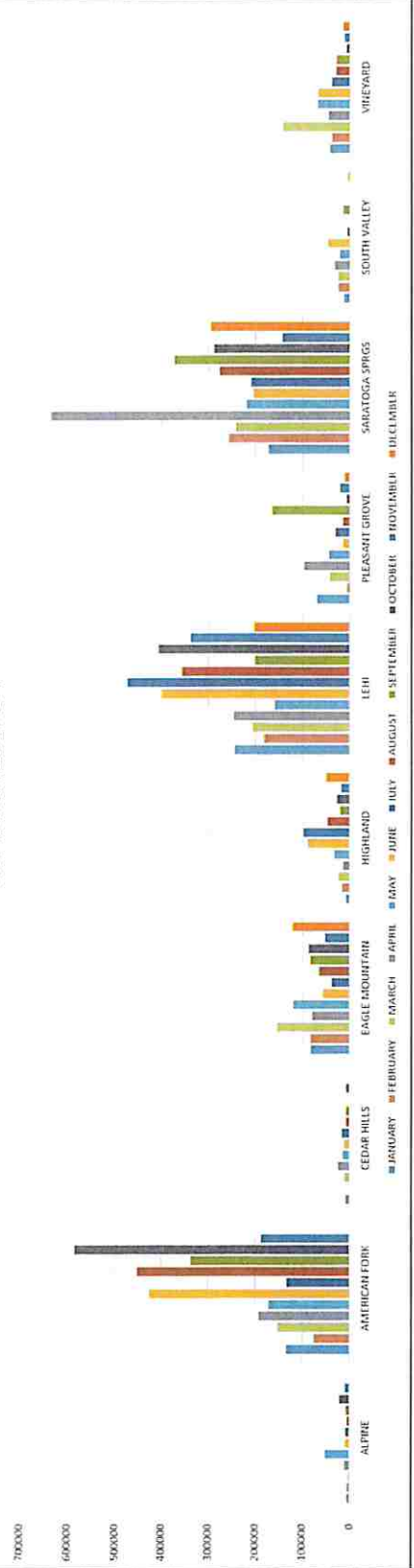


CITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
ALPINE	\$ 5,124.00	\$ 5,201.55	\$ 3,571.10	\$ 10,713.30	\$ 51,780.95	\$ 8,927.75	\$ 8,005.78	\$ 5,356.65	\$ 7,142.20	\$ 21,426.60	\$ 8,927.75	\$ 1,785.55	\$ 137,963.18
AMERICAN FORK	134,114.05	75,027.98	152,661.83	193,402.77	171,324.05	425,824.86	133,303.99	451,280.24	336,052.25	565,194.61	187,796.88	-	2,845,993.11
CEDAR HILLS	8,540.00	1,705.55	10,635.75	24,997.70	14,284.40	10,713.30	16,069.95	7,142.20	7,142.20	1,785.55	7,142.20	-	110,238.80
EAGLE MOUNTAIN	81,984.00	82,325.60	153,148.35	79,884.45	119,321.65	55,631.61	37,641.45	64,279.80	82,135.30	86,777.73	51,780.95	119,631.85	1,014,542.74
HIGHLAND	6,832.00	15,449.55	23,212.15	13,552.85	32,139.90	87,491.95	97,142.85	46,424.30	19,641.05	26,783.25	17,855.50	48,209.85	434,735.20
LEHI	243,943.12	179,539.67	204,665.58	246,063.66	158,985.37	398,129.32	474,382.87	355,797.98	199,284.51	407,087.54	337,101.21	200,677.95	3,405,658.78
PLEASANT GROVE	69,866.56	5,124.00	41,598.03	95,845.38	44,730.42	13,141.65	30,354.35	14,266.55	164,232.78	7,142.20	21,090.52	10,374.05	517,767.49
SARATOGA SPRINGS	171,768.16	256,646.50	241,049.25	635,508.94	219,015.56	204,141.93	208,891.49	275,563.93	373,162.09	788,634.15	142,254.77	294,615.75	3,311,252.52
SOUTH VALLEY	11,956.00	24,299.25	24,997.70	32,139.90	21,426.60	46,424.30	5,356.65	1,785.55	14,284.40	-	1,785.55	3,571.10	188,027.50
VINEYARD	42,696.00	38,786.42	141,082.00	45,378.67	68,540.84	67,684.89	38,393.25	28,590.40	27,817.95	6,909.55	10,713.30	14,284.40	530,877.67
	\$ 775,824.49	\$ 684,186.57	\$ 996,622.74	\$ 1,378,487.62	\$ 901,549.74	\$ 1,318,111.56	\$ 1,049,542.63	\$ 1,250,496.60	\$ 1,230,894.73	\$ 1,431,741.18	\$ 786,446.63	\$ 693,150.50	\$ 12,497,056.89

2022 IMPACT FEES BY CITY

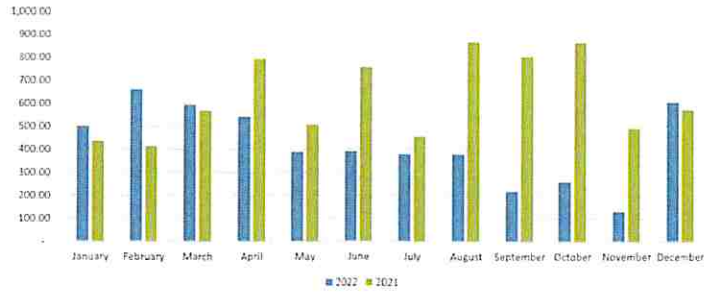


2021 IMPACT FEES BY CITY

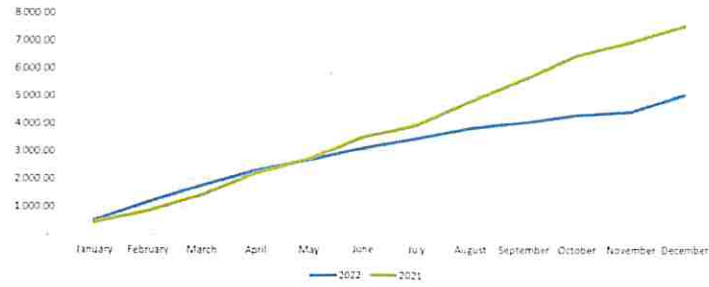


	ERU's		ERU's Cumulative		ERU's Cumulative	
	2022	2021	2022	2021	2021	IFFP
January	498.00	436.00	498.00	436.00	498.00	199.92
February	660.00	413.00	1,158.00	849.00	1,158.00	399.83
March	592.00	569.00	1,750.00	1,418.00	1,750.00	599.75
April	541.00	791.00	2,291.00	2,209.00	2,291.00	799.67
May	386.00	506.00	2,677.00	2,715.00	2,677.00	999.58
June	389.00	753.00	3,066.00	3,468.00	3,066.00	1,199.50
July	376.00	455.00	3,442.00	3,923.00	3,442.00	1,399.42
August	376.00	866.00	3,818.00	4,789.00	3,818.00	1,599.33
September	215.00	802.00	4,033.00	5,591.00	4,033.00	1,799.25
October	257.00	863.00	4,290.00	6,454.00	4,290.00	1,999.17
November	128.00	490.00	4,418.00	6,944.00	4,418.00	2,199.08
December	604.00	571.00	5,022.00	7,515.00	5,022.00	2,399.00

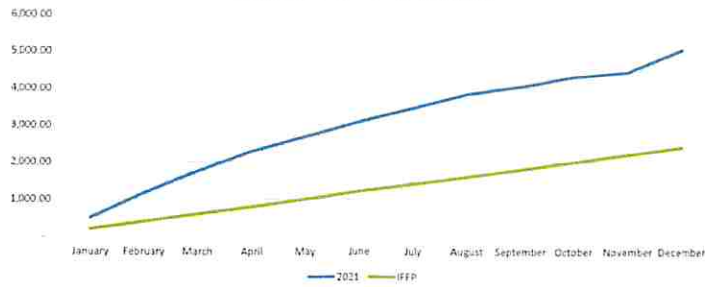
Total ERU's By Month 2022-2021



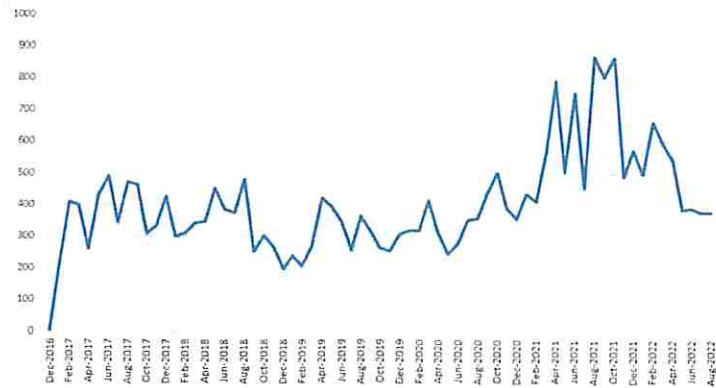
TOTAL YTD ERU's 2022-2021



TOTAL YTD ERU's VS IFFP ESTIMATE



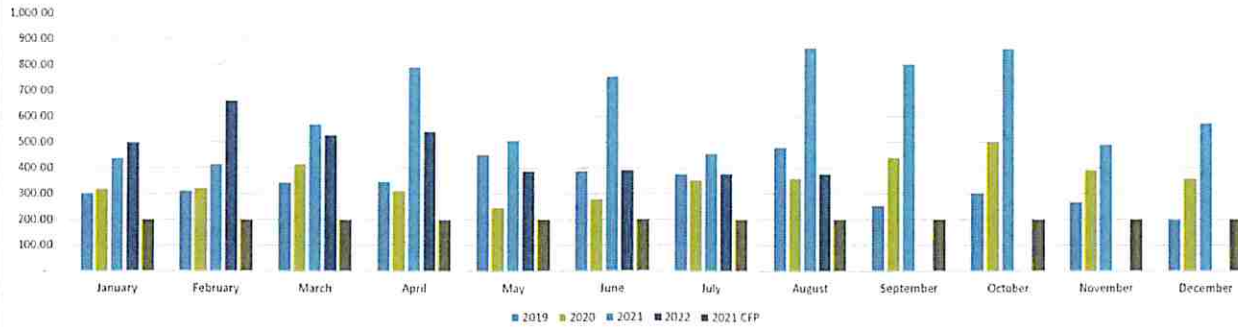
Monthly ERU's



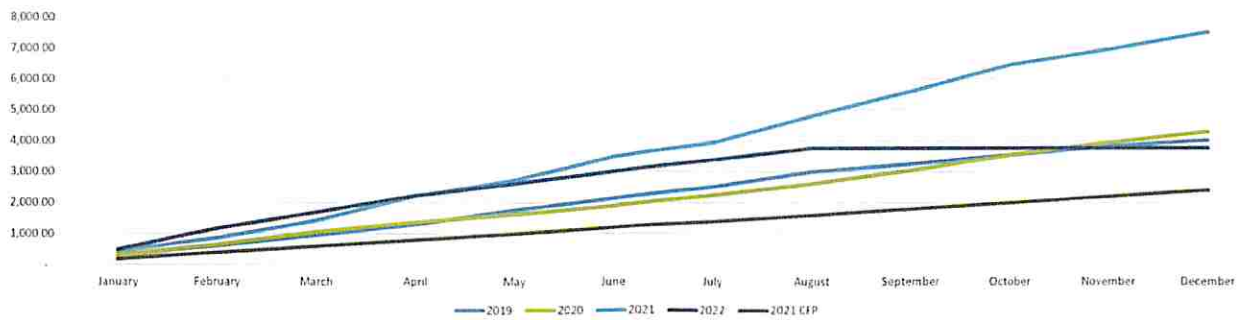
Month	ERU's				
	2019	2020	2021	2022	2021 CFP
January	298.09	318.00	436.00	498.00	199.92
February	308.61	319.00	413.00	660.00	199.92
March	341.44	414.00	569.00	528.00	199.92
April	345.49	312.00	791.00	541.00	199.92
May	452.26	246.00	506.00	386.00	199.92
June	386.13	278.00	753.00	389.00	199.92
July	374.08	352.00	455.00	376.00	199.92
August	479.92	358.00	866.00	376.00	199.92
September	252.00	440.00	802.00	-	199.92
October	301.00	501.00	863.00	-	199.92
November	266.00	390.00	490.00	-	199.92
December	198.00	357.00	571.00	-	199.92

Month	ERU's Cumulative				
	2019	2020	2021	2022	2021 CFP
January	298.09	318.00	436.00	498.00	199.92
February	606.70	637.00	849.00	1,158.00	399.83
March	948.14	1,051.00	1,418.00	1,686.00	599.75
April	1,293.63	1,363.00	2,209.00	2,227.00	799.67
May	1,745.89	1,609.00	2,715.00	2,613.00	999.58
June	2,132.02	1,887.00	3,468.00	3,002.00	1,199.50
July	2,506.10	2,239.00	3,923.00	3,378.00	1,399.42
August	2,986.02	2,597.00	4,789.00	3,754.00	1,599.33
September	3,238.02	3,037.00	5,591.00	3,754.00	1,799.25
October	3,539.02	3,538.00	6,454.00	3,754.00	1,999.17
November	3,805.02	3,928.00	6,944.00	3,754.00	2,199.08
December	4,003.02	4,285.00	7,515.00	3,754.00	2,399.00

Total ERU's By Month 2019-2022



TOTAL YTD ERU's 2019-2022





Timpanogos SSD

Clean Water

TIMPANOGOS SPECIAL SERVICE DISTRICT REQUEST FOR STATEMENTS OF QUALIFICATIONS

For Legislative Consulting Services and
Strategic Communications Services

Issue date: January 20, 2023
Due date: February 02, 2023
Term: 1 Year, with extensions not to exceed a total of 5 years

1. SUMMARY AND SUBMISSION

1.1. REQUEST AND INVITATION. Timpanogos Special Service District (TSSD) invites qualified firms to submit a Statement of Qualifications (“SOQ”) to provide legislative consulting services and strategic communications services.¹ A printed copy or an electronic copy (in PDF format) of the SOQ must be received at the TSSD offices on or before February 02, 2022, at 2:00 p.m. (Mountain Time) (the “Submission Deadline”). Methods of delivery: (a) paper copies of your SOQ may be hand submitted, mailed or delivered by courier at the address provided below; or (b) electronic copies may be sent by email as provided in section 2. Responders are solely responsible to ensure that SOQs are timely received at the administrative office of TSSD.

1.2. PUBLIC NOTICE. Public notice of this Request is given by direct notification to known municipal legislative consulting/strategic communications firms and by posting on the Utah Division of Purchasing website at the “Utah Public Procurement Place:” <https://purchasing.utah.gov/for-vendors/>

1.3. ADDENDA. Public notice of addenda to this Request will be posted at the website listed in Section 1.2., above. Firms who are interested in providing an SOQ are strongly encouraged to contact TSSD by email to express their interest and to provide their contact details. TSSD will endeavor to provide individual notice of addenda to those expressing an

¹ TSSD anticipates that these services will be provided by a single firm but is open to a collaborative effort of multiple firms. Depending on the needs of TSSD and needs or limitations of consultants, TSSD may select multiple firms to provide the services described herein.

interest in this procurement. However, each firm is solely responsible to frequently check the website for any addenda or announcements. TSSD shall bear no responsibility for failure to notify any firm of addenda or announcements.

1.4. LATE SUBMISSIONS. SOQs received after the deadline listed in Section 1.1. above will not be considered, irrespective of the date of mailing or any other factor. Firms are encouraged to submit their SOQs well in advance of the deadline and to verify receipt of SOQs with TSSD.

1.5. QUALIFICATION AND SELECTION. As described below, responsive and responsible firms' Statements of Qualifications will be ranked as described in Exhibit "A" – Scoring Matrix. A Statement of Qualifications shall not include pricing information. Once Statements have been scored, the Procurement Official will negotiate with the highest scoring firm to establish terms and compensation that are fair and reasonable. If a contract cannot be entered on terms and compensation that are fair and reasonable, the Procurement Officer will negotiate with the next highest scoring firm(s) until acceptable terms and compensation are established.

2. SOQ CONTACT AND INQUIRIES

SOQs should be delivered as provided below. Inquiries regarding this Request for Statements of Qualifications should be directed, in writing, to:

Richard Mickelsen
District Manager/Procurement Official
Timpanogos Special Service District
Office:
6400 North 5050 West
Utah County, UT 84003
Mail:
P.O. Box 923
American Fork, Utah 84003
richard.mickelsen@timpssd.org

3. TIMELINE

The following timeline will be followed for this Request (all times are current Mountain Time Zone):

- Issue date: January 20, 2023
- Questions cutoff date: January 26, 2023, by 2:00 p.m.
- Submission deadline: February 02, 2023, at 2:00 p.m.
- Review of SOQs: February 08, 2023

- Award of contract: At the next regular or special meeting of the Administrative Board of TSSD²
- These dates are subject to change; notice of any change of date will be provided as described in paragraph 1.3, above.

4. BACKGROUND INFORMATION

4.1. **ORGANIZATION AND SERVICE AREA.** TSSD, a Utah special service district, was organized in 1976 by the Utah County Commission to provide wastewater collection and treatment services in the northern portion of Utah County. The TSSD service area includes 10 cities in northern Utah County,³ as well as unincorporated areas of the County. The cities within the boundaries of TSSD operate their own sanitary sewer collection systems. Those systems connect to trunk lines owned and operated by TSSD that convey wastewater to the District's treatment facilities. TSSD facilities treat the wastewater to levels that meet current laws and rules, and the treated wastewater is discharged into Utah Lake. At present, the solid wastes generated by TSSD's operations are deposited in landfills. TSSD is presently planning thermal drying facilities that will enable the use of all solids generated by the District to be used for agricultural or similar purposes.

4.2. **GROWTH AND PLANNING HORIZON.** The population of TSSD's service area is growing very rapidly, and currently serves more than 250,000 residents. TSSD's annual operating revenue is presently over \$20 Million. TSSD uses long-term planning horizons for meeting the future needs in its service area. TSSD is actively planning for a 40-year horizon including future requirements for water treatment and changing climate conditions. TSSD presently has a total of approximately 86,000 residential and commercial connections. It is expected that this number will increase to approximately 125,000 by 2033 and 150,000 by 2040.

4.3. **FUNDING SOURCES.** TSSD presently has no taxing authority and generates revenue from user and impact fees paid by its constituent cities and from various legislative appropriations and other revenue sources such as grants.

4.4. **BOARD MEMBERS AND EMPLOYEES.** TSSD is governed by an administrative board that includes individuals appointed by its constituent cities and by the Utah County Commission. TSSD employs approximately 43 employees in Administration, Engineering, Communications, Information Systems, Operations, and Maintenance. Employees work at the TSSD facility on the eastern edge of Utah Lake, west of American Fork.

5. PURPOSE OF REQUEST FOR SOQS AND SCOPE OF WORK

² All firms submitting Statements of Qualification will be notified of the date and time at which an award will be made.

³ The ten cities served by TSSD are: Alpine; American Fork; Cedar Hills; Draper (portion in Utah County whose collection system is operated by South Valley Sewer District); a portion of Eagle Mountain; Highland; Lehi; Pleasant Grove, Saratoga Springs; and a portion of Vineyard.

5.1. GENERAL INFORMATION – PURPOSE OF RSOQ. TSSD anticipates expenditures of ~\$600,000,000 for capital facilities within the next five (5) years. It is expected that within the next twenty (20) years the funding requirements for TSSD may be approximately \$2 Billion. Due to continual growth and the requirements of current and anticipated laws, significant upgrades to the systems and operations of TSSD are and will be necessary. All of the anticipated growth and regulation will require a commensurate level of funding.

5.2. SCOPE OF WORK. TSSD requires the services of expert legislative consultants and strategic communications professionals to assist in: (a) build key relationships with State and Federal legislators, advocate the District interests, articulating and advocating the needs of TSSD and its patrons related to residential and commercial development in northern Utah County; (b) create a robust plan of introductory meetings with key legislators, regulatory agencies, local governments, and related policy organizations (DNR, Water Resources); (c) the impacts of that development on Utah Lake and the Jordan River; (d) current and anticipated State and Federal Legislation that may affect the District and its patrons; and (e) identification of potential sources of revenue (either State or Federal) and expert services to secure that revenue. The purpose of this Request is to solicit SOQs from qualified legislative consultants and strategic communication professionals to assist in meeting these needs.

5.2. ADDITIONAL INFORMATION WELCOMED. This RSOQ is designed to elicit basic information from qualified firms that will enable TSSD to make an informed decision about retaining the services of expert legislative consultants and strategic communications professionals. This RSOQ is not intended to limit the content of an SOQ nor exclude any relevant, important, or essential information about any firm. TSSD understands that its legislative and strategic communications consultants may not limit their work to the specific areas described herein. TSSD expects that the firm(s) selected may make recommendations for extended services as needed to ensure that all needs of TSSD are met and that projects are successfully concluded in a professional and efficient manner that best promotes the interests of TSSD. Accordingly, additional information relevant to a firm's abilities and qualifications is welcomed.

5.3. SCOPE OF WORK AND SERVICES.⁴ As stated above, TSSD desires to retain the services of a firm or a consortium of firms to provide legislative consulting and strategic communications services. If the SOQ is from a consortium of firms, the consortium must demonstrate close working relationships to provide seamless services to the District. The individuals involved in the work to be provided may be referred to as the "Team." The scope of work and services must include the following individuals and categories:

5.3.1. CHIEF LEGISLATIVE AND COMMUNICATIONS CONSULTANT. The leader of the Team shall be the Chief Legislative and Communications Consultant. This person should be a very experienced lobbyist, with expertise in legislative and communications matters involving governmental agencies and/or large business entities. This person should be extremely skilled in state legislative advocacy, lobbying and

⁴ Where necessary and appropriate, all of the following services may also be performed in the context of not just the Utah State Legislature, but also with leaders and representatives of State or federal agencies or with other governing agencies such as Utah County or the constituent Cities of the District.

representation with fifteen (15) or more years (mandatory) dealing with the Utah State Legislature. Ideally, this person would have some or all of the following qualifications: (a) prior service as a state legislator; (b) prior service as an elected or appointed officer of the State of Utah; (c) prior service as legal counsel to the legislature or to public or private entities regularly involved in drafting state legislation; (d) prior service as a staff member of the legislature or the office of Legislative Research and General Counsel; and/or (e) demonstrated similar expert professional service. This individual will be expected to consult regularly with the District Manager about the current and anticipated needs of the District

5.3.2. **COMMUNICATIONS: LEGISLATIVE AND STRATEGIC.** One or more members of the Team shall provide legislative and strategic communications services and have multiple years (10+ preferred; 5+ years mandatory) of providing these services in a legislative capacity or on behalf of a large business organization. Anticipated services may include services such as: (a) development of a strategic plan for communications and involvement of the District with the State Legislature on a regular basis; (b) advising District representatives on presentations to be made to the legislature, its committees or individual members; (c) recommendation and planning of key events to be held by the District related to its mission; and (d) other legislative and strategic communications advisory services.

5.3.3. **OTHER TEAM MEMBERS.** Where advisable, the firm(s) should have other skilled individuals to assist with any of the foregoing.

6. RESPONSIBLE VENDOR – MANDATORY MINIMUM QUALIFICATIONS

6.1. **MANDATORY MINIMUM QUALIFICATIONS.** The mandatory minimum requirements are the objective criteria by which TSSD will determine whether a firm is “responsible.” Firms must demonstrate the following levels of experience in a point by point response:

6.1.1. **CHIEF LEGISLATIVE AND COMMUNICATIONS CONSULTANT.** This individual must have at least 15 years’ experience in the roles described in Section 5.3.1, above.

6.1.2. **LEGISLATIVE AND STRATEGIC COMMUNICATIONS.** This individual must have at least 5 years’ experience in the roles described in Section 5.3.2, above.

6.1.3. **LICENSING.** All team members (other than support staff) shall hold a current lobbyist license issued by the Utah Lieutenant Governor. Proof of licensure should be included with a Statement of Qualifications.

6.1.4 **INSURANCE.** The successful firm shall maintain, during the term of any contract resulting from this RFP, comprehensive General and Professional Liability (Malpractice) Insurance coverage in an amount not less than \$2 million, and such other coverages as are required by Federal, State, and local laws governing the services

described in its SOQ. The successful firm also shall maintain all employee-related insurance in statutory amounts, including unemployment compensation, worker's compensation, and employer's liability insurance, for its employees involved in performing services pursuant to a contract.

6.1.5. DESCRIPTIONS TO BE PROVIDED IN SOQ. Firms must provide a summary and additional documentation that provides a point-by-point response to the mandatory minimums listed. Documentation such as registrations, licenses and certificates demonstrating that a firm and its team members meet these mandatory minimum qualifications shall be attached as an addendum to its SOQ.

6.2. DISCIPLINE AND LITIGATION. A qualified firm must also demonstrate that it has not been the subject of discipline or litigation. Therefore, a firm must provide a written statement addressing whether the firm or any member of the team has been the subject of any disciplinary proceeding or party to litigation that relates to services as a legislative consultant/lobbyist or strategic communications professional. The relevant time period for this inquiry is January 1, 2018 through the date of the Statement of Qualifications.⁵ If any such discipline or litigation is identified, please attach an addendum that identifies the following:

(a) The details⁶ of each and every disciplinary action or investigation initiated against the firm or any team member; and

(b) The details⁷ of each and every lawsuit or administrative proceeding in which the firm or any team member was named as a party.

An affirmative answer to any of the questions about disciplinary action and litigation, details of the firm's descriptions thereof, and the results of TSSD's inquiry/investigation of the same may, at the sole discretion of TSSD, result in a determination that the firm is non-responsible.

6.3. NON-RESPONSIBLE FIRM. Any firm whose SOQ fails to demonstrate that the Mandatory Minimum Qualifications are met will be deemed non-responsible, and the SOQ will receive no further consideration.

7. CONTENTS OF STATEMENT OF QUALIFICATIONS

7.1. MARKING, LENGTH, SECTIONS. The SOQ shall be clearly marked "Statement of Qualifications of _____ [name of firm] to Provide Legislative Consultant and Strategic Communications Services." The SOQ should not exceed fifteen (15) pages (excluding the

⁵ If a disciplinary proceeding, investigation or lawsuit was pending on January 1, 2018, details shall be provided as set forth herein.

⁶ The details shall include the name of each agency initiating a disciplinary action/investigation, the names of all parties to the disciplinary action/investigation, a case or other number assigned by the agency (if any), a summary of allegations made in the disciplinary action/investigation, and a summary of the ultimate findings and result of the disciplinary action/investigation.

⁷ The details shall include the names of the party initiating each lawsuit or administrative proceeding ("litigation"), the names of all parties to the litigation, a case or other number assigned to the litigation, a summary of allegations made in the litigation, and a summary of the ultimate findings and result of the litigation.

cost/price submittal, addenda, resumes/curricula vitae and other supporting information); should be organized in separate numbered or tabbed sections corresponding with: Sections 6.1 (minimum qualifications) and 6.2 (discipline and litigation), above (with addenda attached); and Sections 7.2 through 7.8, identified below. All type-written material should be on paper no larger than 8-1/2 x 11 inches, using an easily legible and recognized font, not less than 11-point in size. If used, footnotes should be no smaller than 10-point. If paper copies are submitted, special covers or bindings are discouraged – a single staple in the upper left-hand corner is preferred.

7.2. **COVER LETTER/EXECUTIVE SUMMARY.** Provide a cover letter/executive summary (not to exceed three (3) pages) on the firm's letterhead, signed by an authorized representative. The cover letter/executive summary shall include the following: (a) the name(s) and contact information of the person(s) who will be responsible for communicating with TSSD on the SOQ; (b) provide highlights of the key points of the firm's SOQ; (c) provide a clear statement that the firm meets each of the Mandatory Minimum Qualifications described in Section 6, above; and (d) include the following statement immediately above the authorized representative's signature:

"The undersigned authorized representative of _____ [enter name of firm] affirms and represents to Timpanogos Special Service District that the material set forth in this Statement of Qualifications, including all addenda and attachments, is true and accurate."

7.3. **FIRM ATTRIBUTES.** This section of the firm's SOQ should address each of the following items – Sections 7.3.1 through 7.3.4.

7.3.1. History – Experience. Provide a brief history, description, and the ownership structure of the firm. State the length of time the firm has been in business under its current name as well as any previous names. Describe how the addition of TSSD as a client would affect the firm's staffing requirements.

7.3.2. Philosophy and Strengths. Describe your firm's overall business philosophy, your strengths in providing lobbying and strategic communications services, and what distinguishes your firm and the services you offer from other firms.

7.3.3. List of Services. Provide a list of all services provided by your firm.

7.3.4. TSSD Team – Employees and Staff. Describe the team that would provide services to TSSD, specifying the individual who will hold responsibilities as the Chief Legislation and Communications Consultant and others who are expected to provide the services described in this RSOQ. For each individual who is expected to provide services to TSSD, please attach in an addendum a copy of the individual's resume or curriculum vitae.

7.4. **APPROACH TO SCOPE OF WORK.** Please attach a narrative of the firm's abilities and expertise with respect to the items listed in the Scope of Work described in Section 5.3 above. The narrative should provide an assessment of the work to be

performed, your firm's ability and approach to the work, and the firm's resources to enable performance and completion of the work.

7.5. PAST PERFORMANCE – INNOVATION. Provide a description of the one or more recent successes in legislation consultancy and strategic communications on behalf of a client that has solved an important issue. A description of successful work on behalf of Utah governmental agencies is strongly encouraged.

7.6. REFERENCES. Please provide references from any water reclamation facilities, sanitary sewer providers, counties, or municipalities in the State of Utah in the previous five (5) years, for whom you have provided legislative/communications services. For each, please provide the name and contact person most familiar with your firm's work, and the dates the work was commenced and finished. If you have not performed such services on behalf of Utah governmental agencies, please provide references from at least 3 other clients, describing the work performed and contact information for the person most familiar with your work.

7.7 PROPOSED CONTRACT. Include a proposed contract between TSSD and your firm as an addendum to the SOQ. **The proposed contract should exclude, or leave as blank, any reference to costs or pricing.**

7.8. CONFLICTS OF INTEREST. Please disclose any conflicts of interest that may affect the firm's ability to meet its duties to TSSD.

8. EVALUATION OF STATEMENTS OF QUALIFICATIONS

8.1. EVALUATION COMMITTEE. An evaluation committee appointed by TSSD's procurement official will consider all SOQs to determine if a firm is responsible and if an SOQ is responsive.⁸ The Statements of firms that pass the initial responsible/responsive inquiry will then be evaluated and ranked based on each criterion stated in this section. If a responder is eliminated during the evaluation process, written notification will be provided.

8.2. EVALUATION CRITERIA AND SCORING. Evaluation criteria are assigned a maximum number of points for evaluation purposes, with a cumulative total of 100 points for basic qualifications and additional points for interviews (if required – maximum of 10).

8.2.1. Scoring Scale. Criteria will be graded on a scale of 0-5 with 5 being the highest grade. Grades will be multiplied by the appropriate weighting factor to determine the total score.

The following scoring methodology will be used:

Five (5) points (Excellent):	The SOQ addresses and exceeds all the requirements described in this Request.
------------------------------	---

⁸ If a responder is determined to be non-responsible, or if a Proposal is determined to be non-responsive, the firm's Proposal will be rejected; notice of rejection will be given in writing.

Four (4) points (Very Good):	The SOQ addresses all the requirements described in the Request and, in some respects, exceeds them.
Three (3) points (Good):	The SOQ addresses all the requirements described in the Request in a satisfactory manner.
Two (2) points (Fair):	The SOQ addresses the requirements described in the Request in an unsatisfactory manner.
One (1) point (Poor):	The SOQ addresses the requirements of the Request inaccurately or poorly.
Zero (0) points (Fail):	The SOQ fails to address the requirements described in the Request. ⁹

8.2.2. Substantially Equal Scores. In the event that firms' scores are substantially equal, defined as a lower-scoring firm being within ten (10) percentage points of the highest-scoring firm, TSSD may, at its sole option and discretion, conduct interviews with the team or team Chief that will be provide services to TSSD. Such interviews, if any, will consist of general and specific discussion of the matters set forth in Section 7 of this RSOQ. The maximum number of points to be awarded through an interview process will be ten (10) – utilizing the matrix formulae below with a grade of 0-5 and a weight of two (2).

8.2.3. Evaluation Matrix – Objective and Subjective Criteria. Each SOQ will be evaluated utilizing the matrix attached as Exhibit “A.”

9. MODIFICATIONS TO, OR WITHDRAWAL OF, RESPONSE

A firm may modify or withdraw its SOQ, at any time before the submission deadline, by providing to TSSD a written modification or a written statement withdrawing the SOQ. Modifications or letters of withdrawal received after the submission deadline will be rejected as invalid.

10. COST OF RESPONDING TO THIS REQUEST FOR STATEMENTS OF QUALIFICATIONS, INCLUDING FEE AND CONTRACT NEGOTIATIONS

All expenses relating to responding to this Request for Statements of Qualifications, including, but not limited to, preparing, submitting, and presenting a SOQ, attending meetings in relation to the SOQ, discussions, and all travel, dining, lodging, and communication expenses will be borne by the responder. TSSD assumes no liability for any costs incurred by a responder in responding to this Request for SOQs. All expenses of the successful responder relating to fee and contract negotiations, including, but not limited to, drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the responder. TSSD assumes no liability for any costs incurred by

⁹ “Fail” scores will likely result in a determination that an SOQ is non-responsive.

a responder relating to fee and contract negotiations. Responder will not bill for any expense that was incurred prior to the time that the contract is signed by all parties.

11. ASSIGNMENT

The successful firm shall not assign or subcontract any portion of its obligations under a contract without the prior written consent of TSSD. Assignment or subcontracting shall in no way relieve a responder of any of its obligations under a contract.

12. PROTECTED INFORMATION

Protection or disclosure of information submitted in response to this Request is governed by Title 63G, Chapter 2, Utah Government Records Access and Management Act, as amended. A firm who desires to request protected status of any information submitted in the response must specifically identify the information that the responder desires to protect and the reasons that the information should be afforded protection under Utah State law. In making this request, the firm shall comply with the requirements of Utah Code Ann. §63G-2-305 (trade secrets, confidentiality), Utah Code Ann. 63G-2-309 (confidentiality claims), and other applicable requirements of law. TSSD's decision regarding the protected status of information shall be final and binding. Each firm who submits an SOQ shall indemnify, defend, and hold forever harmless TSSD from any and all liability relating to the disclosure of information included in the firm's response to this Request, even if the firm requested protected or other confidential status for the information. Attempts to designate an entire SOQ, or large portions of a SOQ, as protected will not be honored, and at the discretion of TSSD may render a SOQ non-responsive or non-responsible. Attempts to protect information relating to fees will also not be honored.

13. QUESTIONS

Any questions and/or requests for clarification should be submitted by email to the SOQ Contact, identified above by 2:00 pm on January 26, 2023. Responses to substantive questions, and responses to requests for clarification, will be provided in the form of an addendum to this Request for SOQ.

14. ADDENDA AND NOTIFICATIONS

All addenda to this Request or any other notification (including answers to questions provided by addendum) will be posted on Utah Public Procurement Place at: purchasing.utah.gov/currentbids then search by event number, NS23-91.

Addenda and notifications of addenda are not required to be provided in any other manner. All responders, potential responders, and other interested persons are required to check the websites listed above on a regular basis to ensure receipt of addenda or other notifications.

TSSD may attempt to, but is not required to, provide email notification of an addendum to any person who sends a request to receive notification to the SOQ Contact.

*[END OF TSSD REQUEST FOR STATEMENTS OF QUALIFICATIONS – LEGISLATIVE
CONSULTANT AND STRATEGIC COMMUNICATION SERVICES – SCORING MATRIX
TO FOLLOW ON NEXT PAGE]*

EXHIBIT "A"
SCORING MATRIX

Evaluation Criteria	Grade	Weight	Maximum Points
MINIMUM QUALIFICATIONS – PASS/FAIL			
6.1.1. Chief Legislative and Communications Consultant Min 15 years	P	F	--
6.1.2. Legislative and Strategic Communications Min 5 years	P	F	--
6.1.3. Licensing with Utah Lieutenant Governor	P	F	--
6.1.4. Insurance. Min \$2M; all required other coverages	P	F	--
6.2. Disciplinary actions and litigation	P	F	--
6.3. If firm fails on any of the foregoing the SOQ will be rejected as "non-responsible."			
§7.1. Does the SOQ meet the basic requirements for format? Page limitation? Separate numbered/tabbed sections/well organized to correspond with sections identified in request? Size of pages (8-1/2 x 11")? Font size (11 or more)? If paper SOQ submitted, stapled vs. binding?	0 – 5	1	5
§7.2. Cover Letter/Executive Summary 7.2.(a) Names, contact information 7.2.(b) Highlights of SOQ 7.2.(c) Statement of Minimum Qualifications 7.2.(d) Affirmation of Accuracy	0 – 5	1	5
§7.3. Firm Attributes (total 25 points possible) 7.3.1. History – Experience 7.3.2. Philosophy & Strengths 7.3.3. List of Services 7.3.4. TSSD Team – Employees & Staff	0 – 5	5	25
§7.4 Approach to Scope of Work described in Section 5.3 – (total 25 points possible) – Work/recommendations of firm on following items 5.3.1. Chief Legislative and Communications Consultant. 5.3.2. Communications: Legislative and Strategic Market conditions; cash flow analysis; bond schedules 5.3.3. Other Team Members	0 – 5	5	25
§7.5. Past Performance – Innovation – One or more recent successes in legislative consultancy and strategic communications.	0 – 5	4	20
§7.6. References. All Utah governmental agencies in the past 5 years; if none, at least 3 clients.	0 – 5	2	10
§7.7. Proposed Contract	0 – 5	1	5
§7.8. Conflicts of Interest	0 – 5	1	5
TOTAL SCORE			
Interviews, if held for Substantially Equal Scores	0 – 5	2	10
ADJUSTED TOTAL SCORE			

The evaluation committee will give grades based upon the criteria above and is authorized to choose to award half-points (0.50) for any evaluation criteria.

RESOLUTION NO. 2023-1

A RESOLUTION AMENDING THE TIMPANOGOS SPECIAL SERVICE DISTRICT RULES GOVERNING ELECTRONIC MEETINGS OF THE ADMINISTRATIVE CONTROL BOARD

RECITALS

A. Pursuant to the Utah Open and Public Meetings Act, *Utah Code Ann. §52-4-101, et seq.*, (“OPMA”) the Administrative Control Board of Timpanogos Special Service District (the “Board”) is authorized to conduct its meetings by electronic means if it has adopted a resolution governing such meetings.

B. In 2009, the Board adopted a policy governing such electronic meetings.

C. The provisions of OPMA governing electronic meetings were recently amended by the Utah State Legislature,¹ and as a result, the District is required to amend its rules to address: (1) the conditions under which a remote member of the Board is included in calculating a quorum; and (2) to address whether, during an electronic meeting, a member of the Board may vote by proxy.

D. The Board now finds it reasonable and necessary to amend its rules governing electronic meetings.

RESOLUTION

BE IT RESOLVED BY THE ADMINISTRATIVE CONTROL BOARD OF THE TIMPANOGOS SPECIAL SERVICE DISTRICT AS FOLLOWS:

Section 1. Definitions. As used in this Resolution:

(a) “Anchor location” means the physical location from which: (1) the electronic meeting originates; or (2) from which the participants are connected.

(b) “Electronic meeting” means a public meeting of the Board convened or conducted by means of a conference using electronic communications.

(c) Other definitions. All definitions set forth in *U.C.A. §52-4-103* are incorporated herein by reference.

Section 2. Notice. The Board may, by following the procedures and requirements of *U.C.A. §52-4-207* and this Resolution, convene and conduct its meetings by electronic means.

¹ See 2022 House Bills 22 and 439.

The District shall give public notice of each meeting of the Administrative Control Board as required by *Utah Code Ann.* § [52-4-202](#) and § [52-4-207\(3\)](#).

Section 3. Procedures Governing Electronic Meeting & Proxy Voting.

(a) **Electronic Meetings of the Administrative Board and Committees of the Board.** All meetings of the Administrative Board and all meetings of Board committees will be held by videoconference or other electronic means. Any member of the Board may attend in person or by electronic means. In the event the Administrative Board hereinafter adopts a policy requiring that meetings should be held in person, a quorum of the Board may request that a meeting be held by electronic means; any such request shall be made not less than three days prior to the meeting.

(b) **Quorum.** A quorum need not be present at the anchor location of the meeting; the quorum requirements governing meetings of the Board may be satisfied by remote attendance of a majority of the members of the Board.

(c) **Voting by Proxy.** Voting by proxy shall not be allowed at any meeting of the Board.

(d) **Other Matters.** All other matters relating to electronic meetings, shall be governed by [U.C.A. §52-4-207](#) as it may be amended from time to time.

Section 4. Repealer. The District's prior electronic meetings resolution, dated July 16, 2009, is repealed and replaced by this Resolution.

Section 5. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE ADMINISTRATIVE CONTROL BOARD OF THE TIMPANOGOS SPECIAL SERVICE DISTRICT ON FEBRUARY 16 , 2023.

**TIMPANOGOS SPECIAL SERVICE
DISTRICT**

Chair, Administrative Control Board

ATTEST:

Clerk or Assistant Clerk

[roll call vote recorded below]

Board Member's Name/Agency	Aye	Nay	Abstain ("AB") or Not Present ("NP")
Lon Lott – Alpine City			
David Bunker, American Fork			
Chandler Goodwin – Cedar Hills City			
Mack Straw – Eagle Mountain City			
Brian Braithwaite – Highland City			
Chris Condie – Lehi City			
Neal Winterton – Pleasant Grove City			
Mark Christensen – Saratoga Springs City			
Craig White – South Valley Sewer District/ Draper			
Sullivan Love, Chair – Utah County			
Jay Meacham, Vice Chair – Utah County			
Richard Nielson – Utah County			
Blaine Thomas – Utah County			

RESOLUTION 2023-02

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$35 MILLION SEWER REVENUE BONDS OF THE TIMPANOGOS SPECIAL SERVICE DISTRICT; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND A NOTICE OF BONDS TO BE ISSUED; AND RELATED MATTERS.

WHEREAS, Timpanogos Special Service District (the "*Issuer*") considers it necessary and desirable and for the benefit of the users of its sewer system (the "*System*") to issue sewer revenue bonds (the "*Bonds*") for the purpose of financing certain costs of acquisition and construction of a 66-inch parallel westside interceptor collection line and related improvements (the "*Project*"), satisfying a debt service reserve requirement, if necessary, and paying costs of issuance of the Bonds, pursuant to authority contained in the Act (as defined in the hereinafter defined Indenture); and

WHEREAS, it is in the best interests of the Issuer that (a) the Chair of the Administrative Control Board of the Issuer (the "*Designated Officer*"), be authorized to approve the final terms and provisions relating to the Bonds, to execute a certificate containing the final terms and provisions relating to the Bonds (the "*Certificate of Determination*"), and to accept the offer of the underwriter or other purchaser for the purchase of the Bonds (the "*Purchaser*") and (b) the Designated Officer be authorized to execute the other documents with respect to the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE ADMINISTRATIVE CONTROL BOARD (the "*Board*") OF THE TIMPANOGOS SPECIAL SERVICE DISTRICT, as follows:

Section 1. Bonds to Be Issued. The Board hereby finds and determines that it is desirable and necessary and for the benefit of the Issuer for it to issue for the purpose of financing certain costs of the Project, satisfying a debt service reserve requirement, if necessary, and paying costs of issuance of the Bonds, not more than \$35 million aggregate principal amount of the Bonds, to mature in not more than 21 years from their date or dates, to be sold at a discount from par, expressed as a percentage of principal amount, of not to exceed 2%, and to bear interest at rates not exceeding 6.00% per annum. The Bonds shall be issued in accordance with and pursuant to the provisions of a Master Trust Indenture Providing for the Issuance of Sewer Revenue Bonds, dated as of December 1, 2017 (the "*Master Indenture*"), a copy of which is attached hereto as *Exhibit A*, and a Supplemental Indenture (the "*Supplemental Indenture*" and together with the Master Indenture, the "*Indenture*"), a draft of which is attached as *Exhibit B*, each between the Issuer and Zions Bancorporation, National Association, as trustee (the "*Trustee*"). The Board hereby declares its intention to issue the Bonds according to the provisions of this Section.

Section 2. Bond Details; Delegation of Authority. (a) The Board hereby authorizes and approves the issuance of the Bonds for the purposes described above, pursuant to the provisions of this resolution (the "*Resolution*") and the Indenture; *provided* that the principal amount, interest rates, maturities, and discount shall not exceed the maximums set forth in Section 1 hereof. Unless otherwise provided in the Certificate of Determination, the Bonds shall mature on June 1 of the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the date of issuance of the Bonds, payable semiannually on June 1 and December 1 of each year, commencing on the date set forth in the Certificate of Determination, and at the rates per annum, all as provided in the Certificate of Determination.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in Section 1, the power to determine and effectuate the following with respect to the Bonds, and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the series designations of the Bonds and the names of the funds and accounts created pursuant to the Supplemental Indenture;

(ii) the principal amount of the Bonds necessary (after giving effect to any premium or discount on the Bonds) to accomplish the purposes of the Bonds set forth in paragraph (a) and the aggregate principal amount of the Bonds to be executed and delivered; *provided* that the aggregate principal amount of the Bonds shall not exceed \$35 million;

(iii) the maturity date and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than 21 years from the date of issuance of the Bonds;

(iv) the interest rate or rates of the Bonds, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 6.0% per annum;

(v) the sale of the Bonds to the Purchaser pursuant to a bond purchase contract, if applicable, including the final terms and provisions of the purchase contract, if any, and the purchase price to be paid by the Purchaser for the Bonds; *provided, however*, that the total discount from par of all of the Bonds shall not exceed 2.0% (expressed as a percentage of the principal amount);

(vi) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts of such payments;

(vii) the optional redemption date or dates of the Bonds, if any;

(viii) the Debt Service Reserve Requirement with respect to the Bonds, if any;
and

(ix) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

Immediately following the preliminary pricing of the Bonds by the Purchaser, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and consult with a pricing committee (the "*Pricing Committee*") consisting of at least two of the following officers of the Issuer: the Chair of the Board or a designee of the Chair, the District Manager, and the Chair of the Finance Committee or designee. Thereupon, the Designated Officer shall make such determinations as provided above and shall execute the Certificate of Determination containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in this Resolution.

(c) Each Bond shall bear interest from its date. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of Bond Registrar's certificate of authentication on each Bond.

Section 3. Publication of Notice of Bonds to Be Issued. In accordance with the Act, the Secretary of the Issuer (the "*Secretary*") shall cause the following Notice of Bonds to Be Issued to be published one time in the the *Daily Herald*, a newspaper of general circulation in the boundaries of the Issuer, and shall cause a copy of this Resolution, together with the exhibits thereto, to be kept on file in the office of the Secretary for public examination during the regular business hours of the Secretary for at least 30 days after the date of such publication. The Notice of Bonds to Be Issued shall be in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN that, on February 16, 2023, the Administrative Control Board of the Timpanogos Special Service District (the "*Issuer*") adopted a resolution (the "*Resolution*") in which it authorized and approved the issuance of the Issuer's sewer revenue bonds (the "*Bonds*") in an aggregate principal amount of not to exceed \$35 million, to mature in not more than 21 years from their date or dates, to be sold at a discount from par, expressed as a percentage of principal amount, of not to exceed 2% per annum, and to bear interest at rates not exceeding 6.00% per annum.

The Bonds are to be issued and sold by the Issuer pursuant to (1) the Resolution, (2) a Master Trust Indenture Providing for the Issuance of Sewer Revenue Bonds, dated as of December 1, 2017 (the "*Master Indenture*"), and (3) a Supplemental Indenture (the "*Supplemental Indenture*") and, collectively with the Master Indenture, the "*Indenture*"). A copy of the Master Indenture a draft of the Supplemental Indenture, in substantially final form, were attached to the Resolution at the time of the adoption of the Resolution.

The Bonds are to be issued for the purpose of financing certain costs of the acquisition and construction of a 66-inch parallel westside interceptor collection line and related improvements,

satisfying a debt service reserve requirement, if necessary, and paying costs of issuance of the Bonds, all as set forth in the Resolution and the Indenture.

The Bonds shall be payable from and secured by the revenues of Issuer's sewer system and certain other funds, as more particularly described in the Master Resolution and Supplemental Resolution.

The total principal amount of sewer revenue bonds currently outstanding that are secured by the same pledge of revenues as the proposed Bonds, is \$21,580,000. The estimated total cost to the Issuer for the proposed Bonds if the bonds are held until maturity, based on current interest rate estimates and the anticipated principal amount and maturity and payment dates with respect to the Bonds, is \$53,516,030.

A copy of the Resolution (including the Indenture) is on file in the office of the Secretary of the Issuer, located at 5050 West 6400 North, American Fork, Utah, where it may be examined during regular business hours of the Secretary from 8:00 a.m. to 5:00 p.m. Said Resolution (including the Indenture) shall be so available for inspection for a period of at least 30 days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that, pursuant to law, for a period of 30 days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution (including the Supplemental Indenture) of the Board or the Bonds or any provisions made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause.

DATED this February 16, 2023.

TIMPANOGOS SPECIAL SERVICE DISTRICT

Section 4. Contestability. For a period of 30 days after publication of the Notice of Bonds to Be Issued, any person in interest shall have the right to contest the legality of the resolution pursuant to which the Bonds are to be issued, or of the Bonds thereby authorized or any provisions made for the security and payment of the Bonds. After such time, no person shall have any cause of action to contest the regularity, formality or legality of the resolutions or the Bonds for any cause whatsoever.

Section 5. Public Hearing. In satisfaction of the requirements of Section 11-14-318 of the Act, a public hearing will be held by the Board on March 16, 2023, at the regular meeting place of the Board, with respect to the issuance by the Issuer of the Bonds for the purpose of financing certain costs of the Project and the potential economic impact of the Project. The Secretary shall cause a Notice of Public Hearing, in substantially the following form, to be posted at the Utah Public Notice Website at least 14 days prior to the date set for the public hearing.

NOTICE OF PUBLIC HEARING

TIMPANOGOS SPECIAL SERVICE DISTRICT

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to Section 11-14-318, Utah Code Annotated 1953, as amended, the Administrative Control Board (the "Board") of Timpanogos Special Service District (the "District") will hold a public hearing on March 16, 2023, to receive input from the public with respect to the issuance of up to \$35,000,000 aggregate principal amount of the Issuer's sewer revenue bonds (the "Bonds") and the potential economic impact that the improvements, facilities, or properties to be financed in whole or in part by the Bonds will have on the private sector.

The Issuer intends to issue the Bonds for the purpose of financing a portion of the costs of certain improvements to its sewer system (collectively, the "Project") and paying costs of issuance of the Bonds.

The Issuer will not pledge any taxes of the Issuer for the payment of the Bonds. Instead, the Issuer will pledge, pursuant to a master bond indenture and a supplemental indenture (collectively, the "Indenture"), the revenues attributable to the Issuer's sewer system, for the payment of the Bonds, as set forth in the Indenture.

The Board will hold a public hearing at the regular Board meeting that begins at 6:00 p.m. on March 16, 2023. The public hearing will be held at the regular meeting place of the Board, located at 6400 North 5050 West, Utah County, Utah 84003. All members of the public are invited to attend and participate in the public hearing. Prior to the public hearing, written comments may be submitted to the Issuer, to the attention of the Secretary of the Issuer, at P.O. Box 923 American Fork, Utah 84003.

All members of the public are invited to attend and participate in the public hearing. Prior to the public hearing, written comments may be submitted to the Issuer at the address shown above.

DATED this February 16, 2023.

TIMPANOGOS SPECIAL SERVICE DISTRICT

Section 6. Authorization of Supplemental Indenture; Other Actions with Respect to the Bonds. (a) The Supplemental Indenture, in substantially the form set forth as *Exhibit B*, with such insertions, changes and additions as shall be made with the approval of the Chair, his or her execution thereof to constitute conclusive evidence of such approval, is hereby in all respects authorized and approved. The Chair is hereby authorized and directed to execute and deliver the Supplemental Indenture.

(b) The officers and employees of the Issuer shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the execution and delivery of any documents required to be delivered

in connection with the sale and delivery of the Bonds. If (a) the Chair or (b) the Secretary shall be unavailable to execute or attest, respectively, the Bonds or the other documents that they are hereby authorized to execute and attest, the same may be executed or attested, respectively, (i) by the Vice Chair or (ii) by any Assistant Secretary.

Section 7. Ratification. All proceedings, resolutions and actions of the Issuer and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved.

Section 8. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 9. Captions. The captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 10. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 11. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the following vote of the Administrative Control Board of the Timpanogos Special Service District, this February 16, 2023.

TIMPANOGOS SPECIAL SERVICE DISTRICT

Chair, Administrative Control Board

Board Member's Name/Agency	Aye	Nay	Abstain ("AB") or Not Present ("NP")
Lon Lott – Alpine City			
David Bunker, American Fork			
Chandler Goodwin – Cedar Hills City			
Mack Straw – Eagle Mountain City			
Brian Braithwaite – Highland City			
Chris Condie – Lehi City			
Neal Winterton – Pleasant Grove City			
Mark Christensen – Saratoga Springs City			
Craig White – South Valley Sewer District/ Draper			
Sullivan Love, Chair – Utah County			
Jay Meacham, Vice Chair – Utah County			
Richard Nielson – Utah County			
Blaine Thomas – Utah County			

EXHIBIT A

MASTER INDENTURE

[on file with Bond Counsel and the District]

EXHIBIT B

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE

BETWEEN

TIMPANOGOS SPECIAL SERVICE DISTRICT

AND

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS TRUSTEE

AUTHORIZING THE ISSUANCE OF

**\$ _____
SEWER REVENUE BONDS, SERIES 2023**

Dated as of _____ 1, 2023

TABLE OF CONTENTS

SECTION		PAGE
ARTICLE I	DEFINITIONS	1
Section 101.	Definitions.....	1
Section 102.	Authority for Supplemental Indenture	2
ARTICLE II	AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2023 BONDS	2
Section 201.	Authorization of Series 2023 Bonds, Principal Amount, Designation and Series	2
Section 202.	Purpose.....	3
Section 203.	Issue Date.....	3
Section 204.	Series 2023 Bonds.....	3
Section 205.	Denomination and Numbers	3
Section 206.	Paying Agent.....	3
Section 207.	Redemption	4
Section 208.	Sale of Series 2023 Bonds	4
Section 209.	Delivery of Series 2023 Bonds	4
Section 210.	Book-Entry System; Limited Obligation of Issuer	4
Section 211.	Letter of Representations	5
Section 212.	Transfers Outside Book-Entry System	5
Section 213.	Payments to Cede.....	5
ARTICLE III	APPLICATION OF SERIES 2023 BOND PROCEEDS; ESTABLISHMENT OF ACCOUNTS	6
Section 301.	Application of Proceeds of Series 2023 Bonds.....	6
Section 302.	Establishment of Series 2023 Project Subaccount.....	6
Section 303.	Establishment of Series 2023 Debt Service Subaccount	6
ARTICLE IV	FURTHER AUTHORITY	6
Section 401.	Further Authority	6
ARTICLE V	FORM OF SERIES 2023 BONDS.....	6
Section 501.	Form of Series 2023 Bonds.....	6
ARTICLE VI	MISCELLANEOUS	15
Section 601.	Arbitrage Covenant; Covenant to Maintain Tax Exemption	15
Section 602.	Ratification.....	16
Section 603.	Severability	16
Section 604.	Conflict	16
Section 605.	Captions	16
Section 606.	Effective Date	16

This SUPPLEMENTAL INDENTURE, dated as of _____ 1, 2023 (the "*Supplemental Indenture*"), by and between the Timpanogos Special Service District (the "*Issuer*"), and Zions Bancorporation, National Association, a national banking association duly organized and qualified under the laws of the United States to accept and administer the trust hereby created, as trustee (the "*Trustee*");

WITNESSETH:

WHEREAS, the Issuer has entered into a Master Trust Indenture Providing for the Issuance of Sewer Revenue Bonds, dated as of December 1, 2017 (the "*Master Indenture*"), between the Issuer and the Trustee; and

WHEREAS, the Issuer considers it necessary and desirable and for the benefit of the Issuer and its inhabitants to issue, pursuant to the Master Indenture and applicable law, its Sewer Revenue Bonds, Series 2023, for the purpose of financing certain costs of acquisition and construction of a 66-inch parallel westside interceptor collection line and related improvements (the "*Series 2023 Project*") and paying costs of issuance of the Series 2023 Bonds;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

ARTICLE I

DEFINITIONS

Section 101. Definitions. (a) Certain terms are defined in the recitals hereto. Except as provided in the recitals and subsection (b) of this section, all defined terms contained in the Master Indenture, when used in this Supplemental Indenture, shall have the same meanings as set forth in the Master Indenture.

(b) As used in this Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the following meanings:

"*Cede*" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2023 Bonds.

"*Code*" the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"*DTC*" means The Depository Trust Company, New York, New York, and its successors and assigns.

"*Indenture*" means the Master Indenture, as amended and supplemented by this Supplemental Indenture.

"Issue Date" is defined in Section 203 hereof.

"Participants" means those broker-dealers, banks and other financial institutions from time to time for which DTC holds Series 2023 Bonds as securities depository.

"Purchase Contract" means that certain Bond Purchase Agreement, dated _____, 2023, between the Issuer and the Underwriter, pursuant to which the Series 2023 Bonds are to be sold by the Issuer.

"Record Date" means, with respect to the Series 2023 Bonds, the fifteenth day of the month next preceding each respective interest payment date, or, if such day shall not be a Business Day, the Business Day immediately succeeding such date.

"Series 2023 Bondholder" means any Person who is the registered owner of any Series 2023 Bond.

"Series 2023 Bonds" means the Sewer Revenue Bonds, Series 2023 of the Issuer authorized by this Supplemental Indenture.

"Series 2023 Project Subaccount" means the Fund established pursuant to Section 302.

"Series 2023 Debt Service Subaccount" means the Series Subaccount established in the Debt Service Account in the Bond Fund pursuant to Section 5.02 of the Master Indenture and Section 303 hereof.

"Tax Certificate" means any agreement or certificate of the Issuer that it may execute in order to assure the tax-exempt status of interest received on the Series 2023 Bonds.

"Underwriter" means _____.*

The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms as used in this Supplemental Indenture, refer to this Supplemental Indenture.

Section 102. Authority for Supplemental Indenture. This Supplemental Indenture is entered into pursuant to the provisions of the Act and the Master Indenture.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2023 BONDS

Section 201. Authorization of Series 2023 Bonds, Principal Amount, Designation and Series. For the purposes specified in Section 202 hereof, and in accordance with and subject to the terms, conditions, and limitations established in the Master Indenture and this Supplemental

* NOTE: If the Series 2023 Bonds are issued pursuant to a private placement instead of a public offering, references to the Underwriter, DTC, the Purchase Contract, Participants, etc. will be globally revised, as applicable.

Indenture, a series of sewer revenue bonds is hereby authorized to be issued in the aggregate Principal amount of \$_____. Such Series of Bonds shall be designated “Sewer Revenue Bonds, Series 2023.” The Series 2023 Bonds shall be issued only in fully-registered form, without coupons.

Section 202. Purpose. The Series 2023 Bonds are being issued to finance certain costs of the Series 2023 Project and pay costs of issuance of the Series 2023 Bonds.

Section 203. Issue Date. The issue date of the Series 2023 Bonds shall be the date of original issuance and delivery thereof (the “Issue Date”).

Section 204. Series 2023 Bonds. The Series 2023 Bonds shall mature on the dates and in the principal amounts and shall bear interest from the Issue Date, payable semiannually on June 1 and December 1 in each year, commencing [December 1, 2023], at the interest rates shown below. Interest on the Series 2023 Bonds shall be computed on the basis of a year of 360 days consisting of twelve 30-day months.

JUNE 1 OF THE YEAR	AMOUNT MATURING	INTEREST RATE
	\$	%

Section 205. Denomination and Numbers. The Series 2023 Bonds shall be issued only as fully-registered Bonds, without coupons, in the denomination or denominations of [\$5,000][\$100,000] and any integral multiple of \$1,000 in excess thereof. The Series 2023 Bonds shall be numbered from one (1) consecutively upwards with the prefix “R-” preceding each number.

Section 206. Paying Agent. Zions Bancorporation, National Association, of Salt Lake City, Utah, is hereby appointed as the Paying Agent for the Series 2023 Bonds. Principal of the Series 2023 Bonds shall be payable at the principal corporate trust office of Zions Bancorporation, National Association, in Salt Lake City, Utah, or of its successor as Paying Agent. Payment of interest on any Series 2023 Bonds shall be made to the Owner thereof and shall be paid by check or draft mailed to the Owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the Issuer maintained by the Trustee or at such other address as is furnished to the Trustee in writing by such Owner. Zions Bancorporation, National Association has previously been appointed as Trustee under the Indenture.

Section 207. Redemption. The Series 2023 Bonds maturing on or after June 1, _____, are subject to redemption at any time on or after _____, in whole or in part, at the election of the Issuer, from such maturities as shall be determined by the Issuer in its discretion, and within each maturity as selected by the Trustee, upon notice as provided in Section 4.03 of the Indenture, and at a redemption price equal to [100%] of the principal amount of each Series 2023 Bond or portion thereof to be so redeemed, plus accrued interest to the redemption date.

Section 208. Sale of Series 2023 Bonds. The Series 2023 Bonds authorized to be issued herein are hereby sold to the Underwriter at an aggregate price of \$_____ (representing the principal amount of the Series 2023 Bonds, less an underwriting discount of \$_____, plus [net] original issue [premium] of \$_____), payable to the Issuer by the Underwriter pursuant to the Purchase Contract, on the terms and conditions set forth in the Purchase Contract and upon the basis of the representations therein set forth.

Section 209. Delivery of Series 2023 Bonds. The Series 2023 Bonds shall be delivered to the Underwriter, upon compliance with the provisions of Sections 2.03 and 3.02 of the Master Indenture, at such time and place as provided in, and subject to, the provisions of the Purchase Contract.

Section 210. Book-Entry System; Limited Obligation of Issuer. The Series 2023 Bonds shall be initially issued in the form of a separate, single, certificated, fully-registered Series 2023 Bond for each of the maturities set forth in Section 204 hereof. Upon initial issuance, the ownership of each such Series 2023 Bond shall be registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC. Except as provided in Section 212 hereof, all of the outstanding Series 2023 Bonds shall be registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC.

With respect to Series 2023 Bonds registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC, the Issuer, the Trustee and the Paying Agent shall have no responsibility or obligation to any Participant or to any Person on behalf of which a Participant holds an interest in the Series 2023 Bonds. Without limiting the immediately preceding sentence, the Issuer, the Trustee and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Series 2023 Bonds, (ii) the delivery to any Participant or any other Person, other than a Series 2023 Bondholder, as shown in the registration books kept by the Trustee, of any notice with respect to the Series 2023 Bonds, or (iii) the payment to any Participant or any other Person, other than a Series 2023 Bondholder, as shown in the registration books kept by the Trustee, of any amount with respect to principal of, premium, if any, or interest on the Series 2023 Bonds. The Issuer, the Trustee and the Paying Agent may treat and consider the Person in whose name each Series 2023 Bond is registered in the registration books kept by the Trustee as the holder and absolute owner of such Series 2023 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2023 Bond, for the purpose of giving notices with respect to such Series 2023 Bond, for the purpose of registering transfers with respect to such Series 2023 Bond and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Series 2023 Bonds only to or upon the order of the respective Series 2023 Bondholders, as shown in the registration books kept by the Trustee, or

their respective attorneys duly authorized in writing, as provided in Section 207 hereof, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2023 Bonds to the extent of the sum or sums so paid. No Person other than a Series 2023 Bondholder, as shown in the registration books kept by the Trustee, shall receive a certificated Series 2023 Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Supplemental Indenture. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, the word "Cede" in this Supplemental Indenture shall refer to such new nominee of DTC. Upon receipt of such a notice, the Issuer shall promptly deliver a copy of the same to the Trustee and the Paying Agent.

Section 211. Letter of Representations. The Issuer has executed a Blanket Letter of Representations to DTC. The Issuer's execution and delivery of the Letter of Representations shall not in any way limit the provisions of Section 210 hereof or in any other way impose upon the Issuer any obligation whatsoever with respect to Persons having interests in the Series 2023 Bonds other than the Series 2023 Bondholders, as shown on the registration books kept by the Trustee. By the written acceptance of each Paying Agent and Trustee executed in connection with any Series of Bonds, such Paying Agent and Trustee, respectively, agree to take all action necessary for all representations of the Issuer in the Letter of Representations with respect to the Paying Agent and Trustee, respectively, to at all times be complied with.

Section 212. Transfers Outside Book-Entry System. At the option of the Issuer or upon receipt by the Issuer of written notice from DTC to the effect that DTC has received written notice from Participants having interests, as shown in the records of DTC, in at least fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2023 Bonds to the effect that:

- (a) DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found that is willing and able to undertake such functions upon reasonable and customary terms, or
- (b) a continuation of the requirement that all of the outstanding Series 2023 Bonds be registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2023 Bonds,

the Series 2023 Bonds shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Bondowners transferring or exchanging Series 2023 Bonds shall designate, in accordance with the provisions of Article III of the Indenture.

Section 213. Payments to Cede. Notwithstanding any other provision of this Supplemental Indenture to the contrary, so long as any Series 2023 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and premium, if any, and interest on such Series 2023 Bond and all notices with respect to such Series 2023 Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE III

APPLICATION OF SERIES 2023 BONDS PROCEEDS; ESTABLISHMENT OF ACCOUNTS

Section 301. Application of Proceeds of Series 2023 Bonds. The proceeds of the Series 2023 Bonds shall be paid to the Trustee for deposit into the Series 2023 Project Subaccount.

Section 302. Establishment of Series 2023 Project Subaccount. There is hereby established in the Construction Fund a separate Series Subaccount for the Series 2023 Bonds designated as the “*Series 2023 Project Subaccount,*” which shall be used to pay costs of the Series 2023 Project and costs of issuance of the Series 2023 Bonds.

Section 303. Establishment of Series 2023 Debt Service Subaccount. Pursuant to the provisions of Section 5.02 of the Master Indenture, there is hereby established in the Debt Service Account in the Bond Fund a separate Series Subaccount for the Series 2023 Bonds designated as the “*Series 2023 Debt Service Subaccount.*”

[Globally add DSR provisions, if applicable.]

ARTICLE IV

FURTHER AUTHORITY

Section 401. Further Authority. The Chair, the District Manager, the Secretary and the other officers of the Issuer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Series 2023 Bonds.

ARTICLE V

FORM OF SERIES 2023 BONDS

Section 501. Form of Series 2023 Bonds. Subject to the provisions of the Indenture, each Series 2023 Bond shall be in substantially the following form, with such insertions or omissions, endorsements and variations as may be required or permitted hereby or by the Indenture:

[FORM OF BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Registered

Registered

Number R- _____

\$ _____

UNITED STATES OF AMERICA

STATE OF UTAH

TIMPANOGOS SPECIAL SERVICE DISTRICT

SEWER REVENUE BOND,
SERIES 2023

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	June 1, _____	_____, 2023	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:----- DOLLARS -----

KNOW ALL MEN BY THESE PRESENTS that the Timpanogos Special Service District (the "Issuer") acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender hereof, the principal amount identified above, and to pay to the registered owner hereof interest on the balance of said principal amount from time to time remaining unpaid from its issue date (the "Issue Date") at the interest rate per annum specified above (calculated on the basis of a year of 360 days and twelve 30 day months), payable on June 1 and December 1 of each year, commencing [December 1, 2023], and on the maturity date specified above, until payment in full of such principal, and to pay interest on overdue principal of this Bond at the interest rate borne by this Bond.

Principal of this Bond shall be payable at the principal corporate trust office of Zions Bancorporation, National Association, Salt Lake City, Utah, as paying agent of the Issuer, or its successor as such paying agent, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Payment of the interest hereon shall be made on each interest payment date to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record as of the close of business on the fifteenth day of the calendar month preceding each interest payment date or, if such day shall not be a business day, the business day immediately succeeding such date (the "Record Date") at the address of such registered owner as it appears on the registration books of the Issuer maintained by the Trustee, or at such other address as is furnished in writing by such registered owner to Zions Bancorporation, National Association, as trustee (the "Trustee"), prior to the Record Date.

This Bond is a special obligation of the Issuer and is one of the sewer revenue bonds of the Issuer (the "Bonds") issued under and by virtue of the provisions of the Act (as defined in the Indenture), and under and pursuant to the Master Trust Indenture Providing for the Issuance of Sewer Revenue Bonds, dated as of December 1, 2017 (the "Master Indenture"), between the Issuer and the Trustee, as supplemented by the Supplemental Indenture, dated as of _____ 1, 2023 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), authorizing the issuance of the Issuer's Sewer Revenue Bonds, Series 2023 Bonds (the "Series 2023 Bonds"), for the purpose of providing funds to finance certain costs of the Series 2023 Project (as defined in the Indenture) and pay costs of issuance of the Series 2023 Bonds.

THE ISSUER IS OBLIGATED TO PAY PRINCIPAL AND REDEMPTION PRICE OF AND INTEREST ON THIS BOND SOLELY FROM THE REVENUES AND OTHER FUNDS OF THE ISSUER PLEDGED THEREFOR UNDER THE TERMS OF THE INDENTURE. THIS BOND IS NOT A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OF INDEBTEDNESS. PURSUANT TO THE INDENTURE, SUFFICIENT REVENUES HAVE BEEN PLEDGED AND WILL BE SET ASIDE INTO SPECIAL FUNDS BY THE ISSUER TO PROVIDE FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND AND ALL BONDS OF THE SERIES OF WHICH IT IS A PART.

As provided in the Indenture, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations that may be issued is not limited. All bonds, notes and other obligations issued and to be issued under the Indenture are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

This Bond is one of the Series of Bonds designated as "Sewer Revenue Bonds, Series 2023," limited to the aggregate Principal amount of \$_____, dated the date first set forth above, and duly issued under and by virtue of the Act and under and pursuant to the Indenture. Copies of the Indenture are on file at the office of the Secretary of the Issuer, and at the principal corporate trust office of the Trustee. Reference to the Indenture and to the Act is made for a description of the pledge and covenants securing the Series 2023 Bonds, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the

Series 2023 Bonds are issued, and upon which additional bonds, notes and other obligations may be issued thereunder, and a statement of the rights, duties, immunities and obligations of the Issuer and the Trustee. Such pledge and other obligations of the Issuer under the Indenture may be discharged at or prior to the maturity of the Series 2023 Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Indenture.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond is transferable, as provided in the Indenture, only upon the books of the Issuer kept for that purpose at the principal corporate trust office of the Trustee, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof to the Trustee or a Transfer Agent together with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or such duly authorized attorney. Thereupon, the Issuer shall issue in the name of the transferee a new Series 2023 Bond or Bonds of the same aggregate principal amount and Series, designation, maturity and interest rate as the surrendered Series 2023 Bond, all as provided in the Indenture and upon the payment of the charges therein prescribed. The Issuer, the Trustee, and any paying agent may treat and consider the person in whose name this Series 2023 Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, the Trustee nor any paying agent shall be affected by any notice to the contrary.

The Series 2023 Bonds are issuable in the form of fully registered Bonds, without coupons, in the denomination of [\$5,000][\$100,000] and any integral multiple of \$1,000 in excess thereof.

The Series 2023 Bonds maturing on or after June 1, _____, are subject to optional redemption at the election of the Issuer on or after _____, in whole or in part on any date, in such order of maturities as may be selected by the Issuer and within each maturity as selected by the Trustee, upon notice given as hereinafter set forth, at a redemption price equal to 100% of the principal amount of each Series 2023 Bond or portion thereof to be so redeemed plus accrued interest to the redemption date.

If less than all of the Series 2023 Bonds maturing on any single date are to be redeemed, the particular Series 2023 Bonds to be redeemed shall be selected as provided in the Indenture; *provided, however*, that the portion of any Series 2023 Bonds to be redeemed shall be in a principal amount equal to a denomination in which Series 2023 Bonds are authorized to be issued, and that in selecting Series 2023 Bonds for redemption, the Trustee shall treat each Series 2023 Bond as representing that number of Series 2023 Bonds which is obtained by dividing the principal amount of such Series 2023 Bond by \$5,000.

Notice of redemption shall be given by the Trustee by first-class mail, postage prepaid, not less than 30 nor more than 45 days prior to the redemption date, to the registered owner of this Bond, at his address as it appears on the bond registration books of the Trustee, or at such address as he may have filed with the Trustee for that purpose. Each notice of redemption shall state the redemption date, the place of redemption, the source of the funds to be used for such redemption (if known by the Trustee), the principal amount and, if less than all of the Series 2023 Bonds of like maturity are to be redeemed, the distinctive numbers of the Series 2023 Bonds to be redeemed, and shall also state that the interest on the Series 2023 Bonds or portions thereof in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Series 2023 Bonds the redemption price thereof and interest accrued thereon to the redemption date.

If notice of redemption has been duly given as aforesaid, and moneys for payment of the redemption price, together with interest to the redemption date on the Series 2023 Bonds so called for redemption, are held by the Trustee, then such Series 2023 Bonds shall, on the redemption date designated in such notice, become due and payable at the redemption price specified in such notice and interest accrued thereon to the redemption date, and from and after the redemption date so designated interest on the Bonds so called for redemption shall cease to accrue.

With respect to any notice of optional redemption of Series 2023 Bonds, unless upon the giving of such notice such Series 2023 Bonds shall be deemed to have been paid within the meaning of Article XI of the Indenture, such notice may state that such redemption shall be conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the Series 2023 Bonds to be redeemed, and that if such money shall not have been so received said notice shall be of no force and effect, and the Issuer shall not be required to redeem such Series 2023 Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Less than all of a Series 2023 Bond in a denomination in excess of [\$5,000][\$100,000] may be so redeemed, and in such case, upon the surrender of such Series 2023 Bond, there shall be issued to the registered owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Series 2023 Bond, at the option of such owner, registered Series 2023 Bonds of any of the authorized denominations, all as more fully set forth in the Indenture.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified, recited, and declared that all conditions, acts and things required by the constitution or statutes of the State of Utah and by the Act and the Indenture to exist, to have happened or to have been performed precedent to or in

connection with the issuance of this Bond exist, have happened and have been performed and that the issue of the Series 2023 Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said constitution and statutes.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, TIMPANOGOS SPECIAL SERVICE DISTRICT, has caused this Bond to be signed in its name and on its behalf by the District Manager and attested by its Secretary, all as of the dated date specified above.

TIMPANOGOS SPECIAL SERVICE DISTRICT

District Manager

ATTEST:

Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within mentioned Indenture and is one of the Sewer Revenue Bonds, Series 2023 of Timpanogos Special Service District.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
as Trustee

By _____
Authorized Officer

Date of registration and authentication: _____, 2023

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety	_____ Custodian _____
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) _____ (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto
INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of the TIMPANOGOS SPECIAL SERVICE DISTRICT, and hereby irrevocably constitutes and appoints _____ Attorney, to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE VI

MISCELLANEOUS

Section 601. Arbitrage Covenant; Covenant to Maintain Tax Exemption. (a) The Chair of the Administrative Control Board, the District Manager, the Secretary of the Issuer, and other appropriate officials of the Issuer are hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2023 Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, (ii) the Series 2023 Bonds are not and will not become “private activity bonds” within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with and (v) interest on the Series 2023 Bonds is not and will not become includible in gross income of the Owners thereof for federal income tax purposes under the Code and applicable regulations promulgated or proposed thereunder.

(b) The Issuer covenants and certifies to and for the benefit of the Owners from time to time of the Series 2023 Bonds that:

(i) the Issuer will at all times comply with the provisions of any Tax Certificates;

(ii) the Issuer will at all times comply with the rebate requirements contained in Section 148(f) of the Code, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2023 Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Series 2023 Bonds, pursuant to Section 148 of the Code and applicable regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2023 Bonds, would have caused the Series 2023 Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code;

(iv) the Issuer will not provide any service or use or permit the use of any of its facilities or properties in such manner that would cause the Series 2023 Bonds to be “private activity bonds” described in Section 141 of the Code;

(v) no other tax-exempt bonds or other tax-exempt evidences of indebtedness of the Issuer have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Series 2023 Bonds and ending 15 days following the delivery of the Series 2023 Bonds, other than the Series 2023 Bonds;

(vi) the Issuer will not take any action that would cause interest on the Series 2023 Bonds to be or to become ineligible for the exclusion from gross income of the Owners of the Series 2023 Bonds as provided in Section 103 of the Code, nor will the Issuer omit to take or cause to be taken, in timely manner, any action, which omission would cause interest on the Series 2023 Bonds to be or to become ineligible for the exclusion from gross income of the Owners of the Series 2023 Bonds as provided in Section 103 of the Code; and

(vii) the Issuer acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Series 2023 Bonds, under present rules, the Issuer is treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

(c) Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Series 2023 Bonds with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder.

Section 602. Ratification. All proceedings, Indentures and actions of the Issuer and its officers taken in connection with the sale and issuance of the Series 2023 Bonds are hereby ratified, confirmed and approved.

Section 603. Severability. It is hereby declared that all parts of this Supplemental Indenture are severable, and if any section, paragraph, clause or provision of this Supplemental Indenture shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Supplemental Indenture.

Section 604. Conflict. All Indentures, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Supplemental Indenture are, to the extent of such conflict, hereby repealed.

Section 605. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Supplemental Indenture.

Section 606. Effective Date. This Supplemental Indenture shall take effect immediately.

IN WITNESS WHEREOF, the Issuer has caused this Supplemental Indenture to be executed by the Chair and attested by the Secretary, and to evidence its acceptance of the trusts hereby created, Zions Bancorporation, National Association, has caused this Indenture to be executed by its Vice President, all as of _____ 1, 2023.

TIMPANOGOS SPECIAL SERVICE DISTRICT

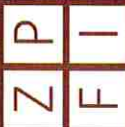
By _____
Chair, Administrative Control Board

ATTEST:

By _____
Secretary

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
as Trustee

By _____
Vice President



TSSD Board Presentation

Z	P
F	I

PARAMETERS RESOLUTION

❖ Purpose of the Parameters Resolution

- Establishes parameters of the bonds:
 - Maximum Par Amount
 - Maximum Term
 - Maximum Interest Rate or Coupon
 - Maximum Discount at which Bonds Can be Sold
- Authorizes publication of a notice of intent to issue bonds
- Schedules a public hearing
- Delegates authority to Board Chairman to approve the final terms and conditions of the bonds after consulting with the Pricing Committee (District Manager and Chair of the Finance Committee or designee)
- Delegates authority to determine sale methodology

Z P

F I

SALE METHODOLOGY

Competitive Sales

Advantages

- ❖ Lower interest rates and underwriter spreads from competition
- ❖ No lengthy RFP process for underwriter procurement
- ❖ You match the underwriter to the sale at the right time (underwriter appetites change)
- ❖ Electronic bidding process is efficient

Disadvantages

- ❖ Less flexible timing
- ❖ Harder to dictate bidding parameters
- ❖ Pre-sale efforts are less vigorous

Negotiated Sales

Advantages

- ❖ More flexible sale timing
- ❖ Can dictate structures more efficiently
- ❖ Can handle larger issues (\$250M+) more easily due to pre-sale and capital allocation considerations for underwriters

Disadvantages

- ❖ Must choose underwriter in advance of bond sale and assume their pricing and appetite will match initial bid
- ❖ Higher underwriter spreads (more investment bankers involved for the underwriter)
- ❖ Hassle and politics of procuring the underwriter

Direct Purchase

Advantages

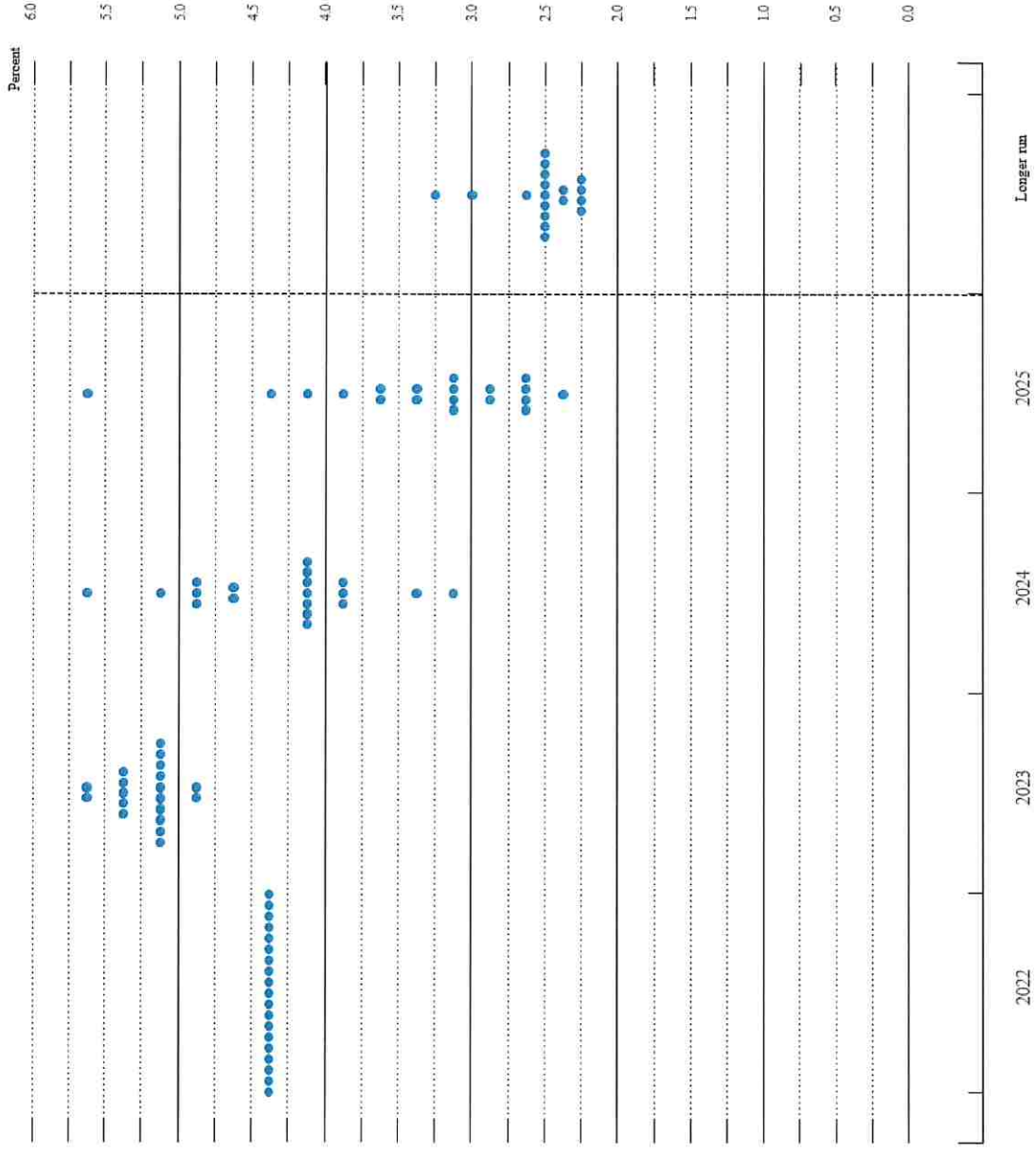
- ❖ Quicker pricing and closing which can lock in rates in volatile markets
- ❖ Does not require bond ratings, lengthy time-consuming offering document preparation, or underwriter fees. All of which reduce costs of issuance.

Disadvantages

- ❖ Higher rates
- ❖ Limited appetite for maturities beyond 20 years and some buyers will not extend beyond 15 years.

- ❖ Are you trying to provide flexibility in your debt portfolio long-term?
- ❖ Are you trying to match debt service to a constrained cash flow?
- ❖ Do you want to take best deal available today regardless of future plans?

FED RATE PROJECTIONS



FED RATE PROJECTIONS

Sale Type and Future Refunding Results

	Original Issuance		Refund at 10-Yr Med Rates		
	Direct Placement	Market Sale	Direct Placement	Market Sale	Direct Placement (2nd Refunding)
6/1/2024	2,555,905	2,478,350			
6/1/2025	2,553,780	2,478,850			
6/1/2026	2,554,590	2,476,850			
6/1/2027	2,553,140	2,477,350	2,409,228		
6/1/2028	2,554,360	2,475,100	2,410,250		
6/1/2029	2,553,035	2,475,100	2,410,000		
6/1/2030	2,554,085	2,477,100	2,407,000		
6/1/2031	2,557,275	2,475,850	2,411,250		
6/1/2032	2,552,355	2,476,350	2,407,250		
6/1/2033	2,554,390	2,478,350	2,405,250		
6/1/2034	2,552,950	2,476,600	2,405,000	2,249,592	
6/1/2035	2,552,925	2,476,100	2,411,250	2,242,750	
6/1/2036	2,554,025	2,476,600	2,408,500	2,245,500	
6/1/2037	2,555,945	2,477,850	2,407,000	2,244,500	2,143,776
6/1/2038	2,557,410	2,479,600	2,406,500	2,244,750	2,139,250
6/1/2039	2,554,003	2,476,200	2,406,750	2,246,000	2,144,500
6/1/2040	2,555,573	2,479,800	2,412,500	2,243,000	2,145,500
6/1/2041	2,555,483	2,480,000	2,413,250	2,245,750	2,147,250
6/1/2042	2,557,143	2,476,800	2,409,000	2,243,750	2,144,500
6/1/2043	2,555,900	2,475,200	2,409,750	2,247,000	2,147,250
Total P&I*	51,094,270	49,544,000	48,614,003	47,221,842	46,761,279
True Interest Cost	3.91%	3.52%			

* Includes initial bond principal and interest payments





Zions Public Finance, Inc.

Johnathan.Ward@zionsbancorp.com
Mark.Anderson@zionsbancorp.com
Japheth.McGee@zionsbancorp.com

February							March							April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4				1	2	3	4							1
5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

Day	Date	Event	Responsibility
Thursday	February 2	Bond Counsel distributes draft Super Parameters Resolution to the working group.	BC
Monday	February 6	Zions Public Finance distributes Calendar of Events and Distribution list.	MA
Wednesday	February 8	Parameters Resolution reviewed by the Finance Committee.	BM, DC, MA, DA
Monday	February 13	Super Parameters Resolution is placed on Board's Agenda for Thursday, February 16, 2023.	BC
Thursday	February 16	Regular Board meeting to adopt Parameters Resolution. (6:00 pm)	ALL
Friday	February 17	"Notice of Bonds to be Issued" and "Notice of Public Hearing" is sent to the Utah Public Meeting Notice website.	BC
Friday	February 17	"Notice of Bonds to be Issued" is delivered to <i>The Daily Herald</i> for publication.	BC
Sunday	February 19	Publication of "Notice of Bonds to be Issued" and "Notice of Public Hearing" in <i>The Daily Herald</i> . (Begins 30-day contest period)	Newspaper
Friday	February 24	Draft of Preliminary Official Statement (POS) distributed to the working group.	MA
Wednesday	March 1	Draft rating presentation sent to the working group.	MA
Friday	March 3	Due Diligence Meeting to review POS and Rating Presentation. (Time TBD; District's Offices)	ALL
Wednesday	March 8	Rating information sent to rating agencies.	MA
Tuesday	March 14	Rating presentation by conference call. (Time TBD)	C, CA, CT, MA
Thursday	March 16	Public Hearing. (6:00 pm)	ALL
Sunday	March 19	30-day contest period expires.	
Tuesday	March 28	Rating received.	MA
Thursday	March 30	Final POS and Official Notice of Bond Sale sent to prospective bidders.	MA
Tuesday	April 11	Competitive bond sale, 9:30 AM.	ALL
Tuesday	April 18	Closing documents are distributed to working group.	BC
Friday	April 21	Final Official Statement delivered to Underwriter.	MA
Wednesday	April 26	Closing; delivery of funds. (Chapman & Cutler, 9:00 am).	All

*Preliminary, subject to change.

February							March							April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4				1	2	3	4							1
5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

LEGEND

A	Attorney.....	TBD
AM	Administrative Manager.....	Shannon Hansen
BC	Bond Counsel.....	Chapman and Culter LLP
BM	Board of Members.....	TSSD Board Members
DA	District Accountant.....	Joe Martin
DC	District Chairman.....	Sullivan Love
GM	District General Manager.....	Richard Mickelsen
MA	Municipal Advisor.....	Zions Public Finance Inc.
N	Newspaper.....	Daily Herald
P	Purchaser.....	TBD
R	Rating Agency.....	TBD
T	Trustee.....	Zions Bancorporation, NA
U	Underwriter.....	TBD

February							March							April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4				1	2	3	4							1
5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

Day	Date	Event	Responsibility
Tuesday	January 31	Parameters Resolution prepared by Bond Counsel.	BC
Wednesday	February 8	Parameters Resolution reviewed by the Finance Committee.	BM, DC, MA, DA
Thursday	February 16	Regular Board meeting to adopt Parameters Resolution. (6:00 p.m.)	ALL
Friday	February 17	"Notice of Bonds to be Issued and Public Hearing" is sent to the Utah Public Meeting Notice Website and the Daily Herald.	BC, AM
Sunday	February 19	Publication of the "Notice of Bonds to be Issued", and "Notice of Public Hearing" published in <i>The Daily Herald</i> . (Begins 30 day contest period)	BC, AM
Wednesday	March 1	Request for bids are sent to investment community.	MA
Thursday	March 16	Request for bids due. (11:00 a.m.)	P
Thursday	March 16	Public Hearing & Selection of Purchaser (6:00 p.m.)	DB, GM, MA
Thursday	March 16	Sign bond purchase acceptance agreement (If required).	DC
Sunday	March 19	30-day contest period ends.	
Thursday	March 23	Closing Documents are distributed.	BC
Thursday	March 30	Bond Closing. (Chapman & Cutler, time 11:00 a.m.).	ALL

LEGEND

A	Attorney.....	TBD
AM	Administrative Manager.....	Shannon Hansen
BC	Bond Counsel.....	Chapman and Culter LLP
BM	Board of Members.....	TSSD Board Members
DA	District Accountant.....	Joe Martin
DC	District Chairman.....	Sullivan Love
GM	District General Manager.....	Richard Mickelsen
MA	Municipal Advisor.....	Zions Public Finance Inc.
N	Newspaper.....	Daily Herald
P	Purchaser.....	TBD

*Preliminary, subject to change.

Manager's Report

Table: TSSD Plant Performance

Description	2022 Monthly Avg	2022 YTD Avg	Units	Detail
Influent Flow	18.32		MGD	Limit 30 MGD
Influent BOD	258		mg/l	
Influent TSS	255		mg/l	
Influent Ammonia	31.5		mg/l	
Influent Total Phosphorus	4.8		mg/l	
Influent Oil and Grease	13		mg/l	
Influent pH	7.85		SU	
Effluent BOD	7.88		mg/l	Limit 25 mg/L
BOD Removal %	96.9		%	
Effluent TSS	8.4		mg/l	Limit 25 mg/L
TSS Removal %	96.7		%	
Effluent Dissolved Oxygen	7.7		mg/l	
Effluent Ammonia	4.03		mg/l	
Effluent E Coli	12.1		MPN/100 ml	
Effluent Total Phosphorus	0.35		mg/l	Limit 1 mg/L
Effluent TIN	6.84		mg/l	
Effluent Oil and Grease	< 5		mg/l	
Effluent pH	7.41		SU	

