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# OFFICIAL NOTICE OF BOND SALE

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## PRELIMINARY OFFICIAL STATEMENT

### Municipal Building Authority of Wasatch County, Utah

**\$42,790,000\***

**Lease Revenue and Refunding Bonds, Series 2026**



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Electronic bids will be received up to 9:30:00 A.M., M.D.T., via the *PARITY*<sup>®</sup> electronic bid submission system, on Thursday, March 26, 2026.

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\* Preliminary; subject to change.

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# OFFICIAL NOTICE OF BOND SALE

(Bond Sale to be Conducted Electronically)

## Municipal Building Authority of Wasatch County, Utah

### \$42,790,000\* Lease Revenue and Refunding Bonds, Series 2026

Bids will be received electronically (as described under “Procedures Regarding Electronic Bidding” below) by the Municipal Building Authority of Wasatch County, Utah (the “Issuer”) at the offices of Zions Public Finance, Inc., Salt Lake City, Utah, the Municipal Advisor to the Issuer (the “Municipal Advisor”) on the *PARITY*® bidding system (“*PARITY*®”) at 9:30:00 a.m., Mountain Daylight Time (“M.D.T.”), on Thursday, March 26, 2026, for the purchase all or none (“AON”) of \$42,790,000\* aggregate principal amount of the Issuer’s Lease Revenue and Refunding Bonds, Series 2026 (the “2026 Bonds”). The 2026 Bonds are to be issued pursuant to a General Indenture of Trust dated as of November 1, 2021, as previously supplemented and as further supplemented by a Third Supplemental Indenture of Trust dated as of April 1, 2026 (collectively, the “Indenture”), between the Issuer and Zions Bancorporation, National Association, as trustee, (the “Trustee”) and to be payable from, and secured by, annually renewable lease payments (“Base Rentals”) to be paid, subject to appropriation, by the County Council of Wasatch County, Utah (the “County”), pursuant to an annually renewable Master Lease Agreement dated as of November 1, 2021, as previously supplemented and as further supplemented by a Second Amendment to Master Lease Agreement dated as of April 1, 2026 (together, the “Lease”), between the Issuer (as lessor) and the County (as lessee), and other amounts held by Trustee under the Indenture as more fully described under “Security” herein.

The bids will be reviewed and considered by the Designated Officers (as defined in the resolution previously adopted by the governing body of the Issuer on January 21, 2026 (the “Resolution”).

#### Description of 2026 Bonds

The 2026 Bonds will be dated the date of delivery thereof, will be fully-registered bonds, in book-entry form, in denominations of \$5,000 or integral multiples thereof, and will mature on December 1 of the years and in the principal amounts as follows:

Maturity (December 1)	Amount*	Maturity (December 1)	Amount*
2026	\$2,055,000	2036	\$2,165,000
2027	1,400,000	2037	2,270,000
2028	1,465,000	2038	2,385,000
2029	1,535,000	2039	2,505,000
2030	1,615,000	2040	2,630,000
2031	1,700,000	2041	2,765,000
2032	1,780,000	2042	2,900,000
2033	1,865,000	2043	3,015,000
2034	1,965,000	2044	3,140,000
2035	2,060,000	2045	1,575,000
Total .....			<u>\$42,790,000*</u>

\* Preliminary; subject to change. See “Adjustment of Principal Amount of the 2026 Bonds” in this OFFICIAL NOTICE OF BOND SALE.

The 2026 Bonds will be issued in registered form and, when issued, will be registered in the name of The Depository Trust Company, New York, New York, or its nominee. The Depository Trust Company will act as securities depository for the 2026 Bonds. Purchases of beneficial interests in the 2026 Bonds will be made in book-entry form in the denomination of \$5,000 or any integral multiple thereof.

### **Term Bonds and Mandatory Sinking Fund Redemption at Bidder's Option**

The 2026 Bonds scheduled to mature on two or more of the above-designated maturity dates may be rescheduled, at bidder's option, to mature as term bonds on one or more dates within that period, in which event the 2026 Bonds will mature and be subject to mandatory sinking fund redemption in such amounts and on such dates as will correspond to the above-designated maturity dates and principal amounts maturing on those dates, as adjusted.

### **Adjustment of Principal Amount of the 2026 Bonds**

The Designated Officers, on behalf of the Issuer, may adjust the amount of the 2026 Bonds and the amount maturing on one or more of the maturity dates by the amount necessary to deliver approximately \$46,500,000 of sale proceeds and to properly size each maturity of the 2026 Bonds so that the annual debt service on the 2026 Bonds better matches the anticipated revenues and payments; provided, however the adjustment of maturities with respect to 2026 Bonds maturing in any year in the principal amount of \$1,000,000 or more, will not reduce such principal amount to an amount less than \$1,000,000. The dollar amount of the price bid by the successful bidder may be changed as described below, but none of the interest rates specified by the successful bidder will change. A successful bidder may not withdraw its bid as a result of any changes made within these limits, and the Issuer will consider the bid as having been made for the adjusted amount of the 2026 Bonds. The dollar amount of the price bid will be changed so that the percentage net compensation to the successful bidder (i.e., the percentage resulting from dividing (a) the aggregate difference between the offering price of the 2026 Bonds to the public and the price to be paid to the Issuer, by (b) the principal amount of the 2026 Bonds) does not increase or decrease from what it would have been if no adjustment was made to the principal amounts shown above.

If the Issuer elects to make such an adjustment, the amount of such adjustment will be allocated to increase or decrease the principal amount of the 2026 Bonds maturing on one or more of the maturity dates for the 2026 Bonds as described above, all as determined by the Designated Officer, on behalf of the Issuer, with the advice of the Municipal Advisor. The Issuer expects to advise the successful bidder as soon as possible, but expects no later than 2:00 p.m., M.D.T., on the date of sale, of the amount, if any, by which the aggregate principal amount of the 2026 Bonds will be adjusted and the corresponding changes to the principal amount of the 2026 Bonds maturing on one or more of the above-designated maturity dates for the 2026 Bonds. Any such adjustment will be in an amount of \$5,000 or an integral multiple thereof. The Issuer will consider the bid as having been made for the adjusted amount of the 2026 Bonds.

To facilitate any adjustment in the principal amounts, the successful bidder is required to indicate by electronic means to the Municipal Advisor at [mark.anderson@zionsbancorp.com](mailto:mark.anderson@zionsbancorp.com) within one-half hour of the time of bid opening, the amount of any original issue discount or premium on each maturity of the 2026 Bonds and the amount received from the sale of the 2026 Bonds to the public that will be retained by the successful bidder as its compensation.

### **Possible Rejection of All Bids**

As described below under "Sale Reservations," the Issuer reserves the right to reject any and all bids and to resell the 2026 Bonds. In such case the Issuer may elect to negotiate a subsequent sale of the 2026 Bonds.

### **Ratings**

The Issuer will, at its own expense, pay fees of S&P Global Ratings ("S&P") for rating the 2026 Bonds. As of the date of the Preliminary Official Statement, S&P has assigned its municipal bond rating of "AA" to the 2026 Bonds. *Any additional ratings shall be at the option and expense of the bidder.*

## **Purchase Price**

The purchase price bid for the 2026 Bonds shall not be less than 100% of the principal amount of the 2026 Bonds. The final par amount of the 2026 Bonds may be adjusted (either increased or decreased) as provided above under “Adjustment of Principal Amount of the 2026 Bonds”.

## **Interest Rates**

The 2026 Bonds will bear interest at any number of different rates, any of which may be repeated, which rates shall be expressed in multiples of 1/8<sup>th</sup> or 1/20<sup>th</sup> of 1% per annum. In addition:

- no rate bid may exceed 6.00% per annum;
- all 2026 Bonds of the same maturity must bear a single rate of interest;
- premium must be paid in the funds specified for the payment of the 2026 Bonds as part of the purchase price;
- interest shall be computed from the dated date of a 2026 Bond to its stated maturity date at the single interest rate specified in the bid for the 2026 Bonds of such maturity;
- the purchase price must be paid in immediately available funds and no bid will be accepted that contemplates the cancellation of any interest or the waiver of interest or other concession by the bidder as a substitute for federal funds;
- there shall be no supplemental interest coupons; and
- interest shall be computed on the basis of a 360-day year of 12, 30-day months.

Interest for the 2026 Bonds will be payable semiannually on June 1 and December 1 beginning December 1, 2026, at the rate or rates to be fixed at the time the 2026 Bonds are sold.

## **Trustee, Bond Registrar, and Paying Agent; Place of Payment**

Zions Bancorporation, National Association, Salt Lake City, Utah, will be the trustee, paying agent, and bond registrar of the 2026 Bonds. So long as The Depository Trust Company, New York, New York (“DTC”), is the registered owner, DTC will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the beneficial owners of the 2026 Bonds as described under the caption “THE 2026 BONDS—Book-Entry System” in the Issuer’s PRELIMINARY OFFICIAL STATEMENT with respect to the 2026 Bonds. Interest on the 2026 Bonds will be payable by check or draft mailed to the registered owners thereof (initially DTC) as shown on the registration books kept for the Issuer by the Registrar.

## **Redemption Provisions**

Optional Redemption. The 2026 Bonds maturing on or after December 1, 2036 are subject to redemption at the option of the Issuer, in whole or in part, at any time on or after June 1, 2036 in such order of maturity as shall be directed by the Issuer, at a redemption price equal to 100% of the principal amount of the 2026 Bonds to be redeemed plus accrued interest to the date of redemption.

Extraordinary Redemption in the Event of Damages, or Destruction or Condemnation of the 2026 Project. The 2026 Bonds are callable for redemption prior to maturity in whole on any date, if (i) the 2026 Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the 2026 Project shall become apparent, or title to or the use of all or any material portion of the 2026 Project shall be lost by reason of a defect in title thereto, (ii) the net proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing or replacing such portion of the 2026 Project, and (iii) the Board elects to discharge its obligation to repair and replace such portion of the 2026 Project by depositing such net proceeds into the bond fund established under the Indenture. Thereafter, monies so deposited in the bond fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to the 2026 Project (except moneys held in the rebate fund or for the payment of 2026 Bonds not then deemed outstanding), shall be applied to the redemption of the 2026 Bonds at the

earliest date practicable, as specified in a written notice from the Issuer to the Trustee. Any such redemption of the 2026 Bonds shall be made upon payment of all or a prorated portion of the principal amount thereof plus accrued interest thereon to the redemption date.

## Security

The principal of, and premium (if any) and interest on, the 2026 Bonds are payable from, and secured by, annually renewable Base Rentals to be paid by the County pursuant to the Lease, subject to annual appropriation by the Board of amounts sufficient to pay such Base Rentals and certain other amounts payable under the Lease. The 2026 Bonds are also payable from certain funds and accounts held under the Indenture.

**The obligation of the County to pay any rentals is annually renewable as provided in the Lease and subject to annual appropriation by the Board. Neither the obligation of the County to pay rentals nor the obligation of the Issuer to pay the 2026 Bonds will constitute a debt of the County or the State of Utah or any political subdivision thereof. The issuance of the 2026 Bonds does not directly or contingently obligate the County to pay any rentals. The Issuer has no taxing power.**

## Procedures Regarding Electronic Bidding

No bid will be accepted unless the Issuer has determined that such bidder has provided the requested Deposit, as the case may be, as described under “Good Faith Deposit” below.

Bids will be received by means of the *PARITY*<sup>®</sup> electronic bid submission system. A prospective bidder must communicate its bid electronically through *PARITY*<sup>®</sup> on or before 9:30:00 a.m. M.D.T., on Thursday, March 26, 2026. No bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in *PARITY*<sup>®</sup> conflict with this OFFICIAL NOTICE OF BOND SALE, the terms of this OFFICIAL NOTICE OF BOND SALE shall control. For further information about *PARITY*<sup>®</sup>, potential bidders may contact the Municipal Advisor or i-Deal LLC at 1359 Broadway, New York, New York 10018; 212.849.5021. The time as maintained by *PARITY*<sup>®</sup> shall constitute the official time.

**Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access *PARITY*<sup>®</sup> for purposes of submitting its bid in a timely manner and in compliance with the requirements of this OFFICIAL NOTICE OF BOND SALE. Neither the Municipal Advisor, the Issuer nor i-Deal LLC shall have any duty or obligation to provide or assure such access to any qualified prospective bidder, and neither the Municipal Advisor, the Issuer nor i-Deal LLC shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, *PARITY*<sup>®</sup>. The Issuer is using *PARITY*<sup>®</sup> as a communication mechanism, and not as the Issuer’s agent, to conduct the electronic bidding for the 2026 Bonds.**

## Notification

The Municipal Advisor will notify the apparent successful bidder(s) (electronically via *PARITY*<sup>®</sup>), or by telephone, as soon as possible after the Issuer’s receipt of bids, that such bidder’s bid appears to be the best bid received which conforms to the requirements of this OFFICIAL NOTICE OF BOND SALE, subject to verification and to official action to be taken by certain authorized officers of the Issuer as described in the next succeeding paragraph.

The award of the 2026 Bonds to the successful bidder will be considered by the Designated Officers of the Issuer on Thursday, March 26, 2026, pursuant to the Resolution.

## Form of Bid

Each bidder for the 2026 Bonds is required to transmit electronically via *PARITY*<sup>®</sup> an unconditional bid specifying the lowest rate or rates of interest and confirm the purchase price (as described under “Purchase Price” above) at which the bidder will purchase the 2026 Bonds. Each bid must be for all the 2026 Bonds herein offered for sale.

For information purposes only, bidders are requested to state in their bids the effective interest rate for the 2026 Bonds represented on a TIC basis, as described under “Award” below, represented by the rate or rates of interest and the bid price specified in their respective bids.

No bids will be accepted in written form, by email or in any other medium or on any system other than by means of *PARITY*<sup>®</sup>; provided, however, that in the event a prospective bidder cannot access *PARITY*<sup>®</sup>, through no fault of its own, it may so notify the office of the Municipal Advisor by telephone at 801.844.7377. Thereafter, it may submit its bid by telephone to the Municipal Advisor at 801.844.7377, who shall transcribe such bid into written form or by email to the Municipal Advisor at [mark.anderson@zionsbankcorp.com](mailto:mark.anderson@zionsbankcorp.com), in either case before the time bids are due as stated above, on Thursday, March 26, 2026. For purposes of bids submitted telephonically to the Municipal Advisor (as described above) or by email, the time as maintained by *PARITY*<sup>®</sup>, shall constitute the official time. Each bid submitted as provided in the preceding sentence must specify the interest rate or rates of the Bonds and the total purchase price of all of the 2026 Bonds. The Municipal Advisor will seal transcribed telephonic bids and email bids for submission. Neither the Issuer nor the Municipal Advisor assume any responsibility or liability from the failure of any such transcribed telephonic bid or email (whether such failure arises from equipment failure, unavailability of phone lines or otherwise). No bid will be received after the time for receiving such bids specified above.

If requested by the Municipal Advisor, the apparent successful bidder(s) will provide written confirmation of its bid (by electronic means) to the Municipal Advisor prior to 2:00 p.m., M.D.T., on Thursday, March 26, 2026.

### **Right of Cancellation**

The successful bidder(s) shall have the right, at its option, to cancel its obligation to purchase the 2026 Bonds if the Issuer shall fail to execute the 2026 Bonds and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder(s) shall be entitled to the return of the Deposit.

### **Award**

Award or rejection of bids will be made on Thursday, March 26, 2026, by the Designated Officer of the Issuer. The 2026 Bonds will be awarded to the responsible bidder offering to pay the lowest effective interest cost to the Issuer, computed from the date of the 2026 Bonds to maturity and taking into consideration the premium or discount, if any, in the purchase price of the 2026 Bonds. The effective interest rate to the Issuer shall be the interest rate per annum determined on a per annum true interest cost (“TIC”) based on the discounting of the scheduled semiannual debt service payments of the Issuer on the 2026 Bonds (based on such rate or rates of interest so bid) to the dated date of the 2026 Bonds, compounded semiannually, and to the bid price. Interest cost shall be computed on a 360-day year of twelve, 30-day months.

### **Good Faith Deposit**

A good faith deposit (the “Deposit”) in the amount of \$500,000 is required only from the successful bidder(s). The Deposit shall be payable to the order of the Issuer in the form of a wire transfer in federal funds as instructed by the Municipal Advisor no later than 12:00 noon, M.D.T., on Thursday, March 26, 2026. As an alternative to wiring funds, a bidder may deliver a cashier’s or certified check, payable to the order of the Issuer. If a check is used, it must precede each bid. Such check shall be promptly returned to its respective bidder whose bid is not accepted.

The Issuer shall, as security for the faithful performance by the successful bidder(s) of its obligation to take up and pay for the 2026 Bonds when tendered, cash the Deposit check, if applicable, of the successful bidder(s) and hold the proceeds of the Deposit of the successful bidder(s), or invest the same (at the Issuer’s risk) in obligations which mature at or before the delivery of the 2026 Bonds as described under the caption “Manner and Time of Delivery” below, until disposed of as follows: (a) at such delivery of the 2026 Bonds and upon compliance with the successful bidder’s obligation to take up and pay for the 2026 Bonds, the full amount of the Deposit held by the Issuer, without adjustment for interest, shall be applied toward the purchase price of the 2026 Bonds at that time and the full amount of any interest earnings thereon shall be retained by the Issuer; and (b) if the successful bidder fails to take up and pay for the 2026 Bonds when tendered, the full amount of the Deposit plus any interest earnings thereon will be forfeited to the Issuer as liquidated damages.

## **Sale Reservations**

The Issuer reserves the right: (i) to waive any irregularity or informality in any bid or in the bidding process; (ii) to reject any and all bids for the 2026 Bonds; and (iii) to resell the 2026 Bonds as provided by law.

## **Manner and Time of Delivery**

The successful bidder(s) will be given at least five (5) business days advance notice of the proposed date of the delivery of the 2026 Bonds when that date has been determined. It is now estimated that the 2026 Bonds will be delivered in book-entry form on or about April 15, 2026. Delivery of the 2026 Bonds will be made in Salt Lake City, Utah. The successful bidder(s) must also agree to pay for the 2026 Bonds in federal funds which will be immediately available to the Issuer on the day of delivery.

## **CUSIP Numbers**

It is anticipated that CUSIP numbers will be printed on the 2026 Bonds, at the expense of the Issuer, but neither the failure to print such numbers on any 2026 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder(s) thereof to accept delivery of and pay for the 2026 Bonds in accordance with terms of this OFFICIAL NOTICE OF BOND SALE.

## **Tax-Exempt Status**

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, the interest on the 2026 Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code that must be satisfied subsequent to the issuance of the 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2026 Bonds. Bond Counsel notes that interest on the 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

In the opinion of Bond Counsel, interest on the 2026 Bonds is exempt from State of Utah individual income taxes.

## **Establishment of Issue Price**

The successful bidder shall assist the Issuer in establishing the issue price of the 2026 Bonds and shall execute and deliver to the Issuer on the date of issuance of the 2026 Bonds an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the 2026 Bonds, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this OFFICIAL NOTICE OF BOND SALE to establish the issue price of the 2026 Bonds may be taken on behalf of the Issuer by the Municipal Advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Municipal Advisor.

The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the 2026 Bonds) will apply to the initial sale of the 2026 Bonds (the “competitive sale requirements”) because:

- (i) the Issuer shall disseminate this OFFICIAL NOTICE OF BOND SALE to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (ii) all bidders shall have an equal opportunity to bid;

(iii) the Issuer may receive bids from at least three underwriters of municipal obligations who have established industry reputations for underwriting new issuances of municipal obligations; and

(iv) the Issuer anticipates awarding the sale of the 2026 Bonds to the bidder who submits a firm offer to purchase the 2026 Bonds at the highest price (or lowest interest cost), as set forth in this OFFICIAL NOTICE OF BOND SALE.

Any bid submitted pursuant to this OFFICIAL NOTICE OF BOND SALE shall be considered a firm offer for the purchase of the 2026 Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the successful bidder. The Issuer may determine to treat (i) the first price at which 10% of a maturity of the 2026 Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the 2026 Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The successful bidder shall advise the Issuer if any maturity of the 2026 Bonds satisfies the 10% test as of the date and time of the award of the 2026 Bonds. The Issuer shall promptly advise the successful bidder, at or before the time of award of the 2026 Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the 2026 Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the Issuer determines to apply the hold-the-offering-price rule to any maturity of the 2026 Bonds. ***Bidders should prepare their bids on the assumption that some or all of the maturities of the 2026 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the 2026 Bonds.***

By submitting a bid, the successful bidder shall (i) confirm that the underwriters have offered or will offer the 2026 Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the successful bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the 2026 Bonds, that the underwriters will neither offer nor sell unsold 2026 Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The successful bidder will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

If the competitive sale requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the 2026 Bonds, the successful bidder agrees to promptly report to the Issuer the prices at which the unsold 2026 Bonds of that maturity have been sold to the public. If as of the award of the 2026 Bonds the 10% Test has not been satisfied as to any maturity of the 2026 Bonds, the successful bidder agrees to promptly report to the Issuer the prices at which it subsequently sells 2026 Bonds of that maturity to the public until the 10% Test is satisfied. If 2026 Bonds constituting the first 10% of a certain maturity are sold at different prices, the successful bidder shall report to the Issuer the prices at which 2026 Bonds of such maturity are sold until either (i) all 2026 Bonds of that maturity have been sold or (ii) the successful bidder sells 10% of the 2026 Bonds of such maturity at a single price. The successful bidder’s reporting obligation shall continue as set forth above, whether or not the date of issuance of the 2026 Bonds has occurred provided that, the successful bidder’s reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel.

The Issuer acknowledges that, in making the representations set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the 2026

Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable;

(A) to report the prices at which it sells to the public the unsold 2026 Bonds of each maturity allocated to it, whether or not the date of issuance has occurred, until either all 2026 Bonds of that maturity allocated to it have been sold or it is notified by the successful bidder that the 10% Test has been satisfied as to the 2026 Bonds of that maturity; provided that, the reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the successful bidder,

(B) to promptly notify the successful bidder of any sales of 2026 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2026 Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the successful bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public; and

(D) any agreement among underwriters or selling group agreement relating to the initial sale of the 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the public the unsold 2026 Bonds of each maturity allocated to it, whether or not the date of issuance has occurred, until either all 2026 Bonds of that maturity allocated to it have been sold or it is notified by the successful bidder or such underwriter that the 10% Test has been satisfied as to the 2026 Bonds of that maturity; provided that the reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the successful bidder or such underwriter.

Sales of any 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the 2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this OFFICIAL NOTICE OF BOND SALE. Further, for purposes of this OFFICIAL NOTICE OF BOND SALE:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2026 Bonds to the public),

(iii) a purchaser of any of the 2026 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date that the 2026 Bonds are awarded by the Issuer to the successful bidder.

### **Legal Opinion and Closing Documents**

The approving opinion of Gilmore & Bell, P.C., Bond Counsel, covering the legality of the 2026 Bonds will be furnished to the successful bidder(s) without charge. There will also be furnished the usual closing certificates dated as of the date of delivery of and payment for the 2026 Bonds, including letters from the attorney for the County and for the Issuer that there is no litigation pending or, to the knowledge of the signer thereof, threatened, affecting the validity of the 2026 Bonds.

### **Disclosure Certificate and Disclosure Counsel Letter**

The Issuer will deliver to the successful bidder(s) a certificate of officer(s) of the Issuer, dated the date of the delivery of the 2026 Bonds, stating that as of the date thereof, to the best of the knowledge and belief of said officer(s): (a) the descriptions and statements contained in the PRELIMINARY OFFICIAL STATEMENT circulated with respect to the 2026 Bonds were at the time of the acceptance of the bid true and correct in all material respects and did not at the time of the acceptance of the bid contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (b) the descriptions and statements contained in the FINAL OFFICIAL STATEMENT are at the time of delivery of the 2026 Bonds true and correct in all material respects and do not at the time of the delivery of the 2026 Bonds contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, should the FINAL OFFICIAL STATEMENT be supplemented or amended subsequent to the date thereof, the foregoing confirmation as to the FINAL OFFICIAL STATEMENT shall relate to the FINAL OFFICIAL STATEMENT as so supplemented or amended.

The Issuer has retained Gilmore & Bell, P.C. to act as disclosure counsel to the Issuer with respect to the 2026 Bonds and as such disclosure counsel, such firm will assist the Issuer in the review of the contents of the PRELIMINARY OFFICIAL STATEMENT and FINAL OFFICIAL STATEMENT. Gilmore & Bell, P.C. will deliver a letter to the successful bidder for the 2026 Bonds with respect to the PRELIMINARY OFFICIAL STATEMENT and the FINAL OFFICIAL STATEMENT which will state, in effect, that, while the firm has not verified and is not passing upon, and does not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the PRELIMINARY OFFICIAL STATEMENT or the FINAL OFFICIAL STATEMENT, based upon participation in conferences and in reliance thereon with various representatives of the Issuer and the County, counsel to the Issuer and the County, and representatives of the Municipal Advisor for the Issuer at which the contents of the PRELIMINARY OFFICIAL STATEMENT and the FINAL OFFICIAL STATEMENT were discussed and reviewed, without independent verification, no facts came to the attention of the attorneys of such firm rendering legal services in connection with such retention which lead such attorneys to believe that either (a) the PRELIMINARY OFFICIAL STATEMENT as of its date contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (b) the FINAL OFFICIAL STATEMENT as of its date contained, or as of the date of the delivery of the 2026 Bonds contains, any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the

statements therein, in light of the circumstances under which they were made, not misleading. However, such firm will not be called upon to and will not express an opinion or belief as to information relating to the book-entry system or the expressions of opinion, the assumptions, the projections, financial statements (including notes and schedules thereto) or other financial, numerical, demographic or statistical data contained in the PRELIMINARY OFFICIAL STATEMENT and the FINAL OFFICIAL STATEMENT.

### **Official Statement**

Copies of the Issuer's PRELIMINARY OFFICIAL STATEMENT may be obtained as specified below prior to the time bids are taken. The PRELIMINARY OFFICIAL STATEMENT is in a form "deemed final" by the Issuer for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to revision, amendment and completion in a FINAL OFFICIAL STATEMENT.

The Issuer shall deliver to the successful bidder(s) no later than the seventh (7<sup>th</sup>) business day after the award of the 2026 Bonds as described under the caption "Award" above, a FINAL OFFICIAL STATEMENT in electronic format, to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission and the rules of the Municipal Securities Rulemaking Board.

### **Continuing Disclosure Undertaking**

Pursuant to Securities and Exchange Commission Rule 15c2-12, the Issuer will undertake in a Continuing Disclosure Undertaking to provide certain ongoing disclosure, including annual operating data and financial information (including audited financial statements) and notices of the occurrence of certain material events. A description of the undertaking is set forth in the PRELIMINARY OFFICIAL STATEMENT.

### **Compliance with Public Contract Boycott Restrictions**

To the extent the winning bid for the 2026 Bonds constitutes a contract to acquire or dispose of a good or service for which written certification is required under Section 63G-27-201 of the Utah Code, the bid submitted by the successful bidder shall be deemed to be the written certification by the successful bidder and any syndicate member, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the successful bidder or any syndicate member (collectively, the "Successful Bidder"), that:

- (a) the Successful Bidder is not currently engaged in (i) a Boycott of the State of Israel; or (ii) an Economic Boycott;
- (b) the Successful Bidder agrees not to engage in a Boycott of the State of Israel for the duration of such contract; and
- (c) the Successful Bidder agrees to notify the Issuer in writing if the Successful Bidder begins engaging in an Economic Boycott (which notice may be grounds for termination of the contract).

For purposes of this OFFICIAL NOTICE OF BOND SALE:

- (a) "Boycott Action" means refusing to deal, terminating business activities, or limiting commercial relations.
- (b) "Boycott of the State of Israel" means engaging in a Boycott Action targeting (i) the State of Israel; and (ii)(A) companies or individuals doing business in or with the State of Israel; or (B) companies authorized by, licensed by, or organized under the laws of the State of Israel to do business.
- (c) "Boycotted Company" means a company that (i) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (i) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (iii) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (iv) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.

(d) “Economic Boycott” means, without an ordinary business purpose (i) engaging in a boycott action targeting (A) a Boycotted Company; or (B) another company because the company does business with a Boycotted Company; or (ii) taking an action intended to penalize, inflict economic harm to, or change or limit the activities of (A) a Boycotted Company; or (B) another company because the company does business with a Boycotted Company.

Certain other terms used herein and not otherwise defined have the meanings assigned such terms in Section 63G-27-102 of the Utah Code. At the request of the Issuer, the Successful Bidder agrees to execute such further written certification as may be deemed necessary or convenient for the Issuer to establish compliance with Title 63G, Chapter 27 of the Utah Code.

**Additional Information**

For copies of this OFFICIAL NOTICE OF BOND SALE, the PRELIMINARY OFFICIAL STATEMENT and information regarding the electronic bidding procedures and other related information, contact Mark Anderson ([mark.anderson@zionsbancorp.com](mailto:mark.anderson@zionsbancorp.com)), Zions Public Finance, Inc., One South Main Street, 18<sup>th</sup> Floor, Salt Lake City, Utah 84133; 801.844.7377; the Municipal Advisor to the Issuer.

DATED this March 17, 2026.

**MUNICIPAL BUILDING AUTHORITY OF WASATCH  
COUNTY, UTAH**

**COUNTY COUNCIL OF WASATCH COUNTY, UTAH**

## EXHIBIT A

### FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF PURCHASER] (herein, the “Original Purchaser”), as the Original Purchaser of the \$ \_\_\_\_\_ Lease Revenue and Refunding Bonds, Series 2026 (the “2026 Bonds”), being issued on the date of this certificate by the Municipal Building Authority of Wasatch County, Utah (the “Issuer”), certifies and represents as follows:

1. Public Offering. The Original Purchaser offered all of the 2026 Bonds to the Public (as defined below) in a bona fide initial offering.

2. Reasonably Expected Initial Offering Price. As of the sale date of the 2026 Bonds (\_\_\_\_\_, 2026) (the “Sale Date”), the reasonably expected initial offering prices of the 2026 Bonds to the Public by the Original Purchaser are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the 2026 Bonds used by the Original Purchaser in formulating its bid to purchase the 2026 Bonds.

[2. [To be used if there are not at least 3 bids received] [As of the date of this certificate, the first price at which at least 10% of [the indicated maturities] of the 2026 Bonds was sold to the Public are the prices listed in Schedule A.] or

[As of the date of this certificate, the Original Purchaser has not sold at least 10% of [each maturity] [certain maturities] of the 2026 Bonds at any price (the “Undersold Maturities”). For each Undersold Maturity listed on Schedule A the Original Purchaser will provide the price or prices at which the first 10% of each such Undersold Maturity was sold to the Public promptly following the date that the first 10% of each such Undersold Maturity is sold to the Public.]]

3. Defined Terms.

(a) *Maturity* means 2026 Bonds with the same credit and payment terms. 2026 Bonds with different maturity dates, or 2026 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” as defined in U.S. Treasury Regulation Section 1.1501(b) which generally provides that the term related party means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(c) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2026 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 2026 Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2026 Bonds to the Public).

On the Sale Date the Original Purchaser purchased the 2026 Bonds from the Issuer by submitting electronically an “Official Bid Form” responsive to an “Official Notice of Bond Sale” and having its bid accepted by the Issuer. The Issuer has not modified the terms of the purchase since the Sale Date.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate and with respect to compliance with the federal income tax rules affecting the 2026 Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the 2026 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue

Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the 2026 Bonds.

IN WITNESS WHEREOF, the undersigned has hereunto fixed his or her official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

[PURCHASER], as Original Purchaser

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: [ISSUE DATE]

To Be Attached:

SCHEDULE A—EXPECTED OFFERING PRICES

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# PRELIMINARY OFFICIAL STATEMENT

**\$42,790,000\***

## **Municipal Building Authority of Wasatch County, Utah Lease Revenue and Refunding Bonds, Series 2026**

payable from lease payments to be made, subject to annual appropriation, by

**Wasatch County, Utah**

pursuant to a Master Lease



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On Thursday, March 26, 2026 up to 9:30:00 A.M., M.D.T., electronic bids will be received by means of the *PAR-ITY*<sup>®</sup> electronic bid submission system. See the “OFFICIAL NOTICE OF BOND SALE—Procedures Regarding Electronic Bidding.”

The 2026 Bonds, as defined herein, will be awarded to the successful bidder(s) and issued pursuant to an authorizing resolution of the Municipal Building Authority of Wasatch County, Utah (the “Authority”), adopted on January 21, 2025.

*The Authority and Wasatch County, Utah (the “County”) have deemed this PRELIMINARY OFFICIAL STATEMENT final as of the date hereof, for purposes of paragraph (b)(1) of Rule 15c2–12 of the Securities and Exchange Commission, subject to completion with certain information to be established at the time of sale of the 2026 Bonds as permitted by the Rule (defined herein).*

For copies of the OFFICIAL NOTICE OF BOND SALE, the PRELIMINARY OFFICIAL STATEMENT, and other related information with respect to the 2026 Bonds, contact the Authority’s Municipal Advisor:



ZIONS PUBLIC FINANCE, INC.

One S Main St 18<sup>th</sup> Fl  
Salt Lake City UT 84133–1109  
801.844.7377

[mark.anderson@zionsbancorp.com](mailto:mark.anderson@zionsbancorp.com)

This PRELIMINARY OFFICIAL STATEMENT is dated March 17, 2026, and the information contained herein speaks only as of that date.

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\* Preliminary; subject to change.

(This page has been intentionally left blank.)

# PRELIMINARY OFFICIAL STATEMENT DATED MARCH 17, 2026

NEW ISSUE

Ratings: S&P “AA”

See “MISCELLANEOUS—Bond Ratings” herein.

*In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the 2026 Bonds (including any original issue discount properly allocable to the owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the 2026 Bonds is exempt from State of Utah individual income taxes. Bond Counsel notes that interest on the 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See “TAX MATTERS” herein.*



## Municipal Building Authority of Wasatch County, Utah

**\$42,790,000\* Lease Revenue and Refunding Bonds, Series 2026**

**payable from lease payments to be made, subject to annual appropriation, by**

## **Wasatch County, Utah**

The \$42,790,000\* Lease Revenue and Refunding Bonds, Series 2026, are issued by the Authority as fully-registered bonds and, when initially issued, will be in book-entry form, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, which will act as securities depository for the 2026 Bonds.

Principal of and interest on the 2026 Bonds (interest payable June 1 and December 1 of each year, commencing December 1, 2026) are payable by Zions Bancorporation, National Association, Salt Lake City, Utah, as Trustee and Paying Agent, to the registered owners thereof, initially DTC. See “THE 2026 BONDS—Book-Entry System” herein.

The 2026 Bonds are subject to optional redemption, may be subject to mandatory sinking fund redemption at the option of the successful bidder(s), and are subject to extraordinary redemption (in the event of damage to, material defect, or destruction, seizure, or condemnation of the 2026 Project) prior to maturity. See “THE 2026 PROJECT—The 2026 Project Financed With Bonds” and “THE 2026 BONDS—Redemption Provisions For The 2026 Bonds” herein.

The 2026 Bonds are being issued for the purpose of (i) financing the construction of a new county administrative building and related improvements;(ii) refunding all of the Authority’s outstanding Lease Revenue Bonds, Series 2024; and (iii) paying the costs associated with the issuance of the 2026 Bonds. See “THE 2026 BONDS—Estimated Sources And Uses Of Funds” and “THE 2026 PROJECT” herein.

*Under the Lease, the County has agreed to pay Base Rentals which are sufficient to pay principal of and interest on the 2026 Bonds coming due in each Fiscal Year, but only if and to the extent that the County Council annually appropriates funds sufficient to pay such Base Rentals as are necessary to operate and maintain the 2026 Project. The Lease specifically provides that nothing therein shall be construed to require the County to appropriate moneys to pay the Base Rentals or Additional Rentals—and the County shall not be obligated to pay such Rentals except to the extent appropriated. Neither the obligation of the County to pay such Rentals nor the obligation of the Authority to pay the principal of and interest on the 2026 Bonds will constitute or give rise to a debt, general obligation or liability of, or a charge against the general credit or taxing power of the County. The issuance of the 2026 Bonds does not directly or contingently obligate the County to pay any Rentals beyond those appropriated for the County’s then current Fiscal Year. The Authority has no taxing power.*

The purchase of the 2026 Bonds involves certain investment risks which are discussed throughout this OFFICIAL STATEMENT. Certain of such risks are described under “INVESTMENT CONSIDERATIONS” herein.

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Dated: Date of Delivery<sup>1</sup>

Due: December 1, as shown on inside cover

***See the inside front cover for the maturity schedule of the 2026 Bonds***

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**The 2026 Bonds will be awarded pursuant to competitive bidding received by means of the *PARITY*<sup>®</sup> electronic bid submission system on Thursday, March 26, 2026, as set forth in the OFFICIAL NOTICE OF BOND SALE the date of this PRELIMINARY OFFICIAL STATEMENT.**

**Zions Public Finance, Inc., Salt Lake City, Utah, is acting as Municipal Advisor.**

***This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire OFFICIAL STATEMENT to obtain information essential to the making of an informed investment decision.***

This OFFICIAL STATEMENT is dated March \_\_, 2026, and the information contained herein speaks only as of that date.

\* Preliminary; subject to change.

<sup>1</sup> The anticipated date of delivery is Wednesday, April 15, 2026.

This PRELIMINARY OFFICIAL STATEMENT and the information contained herein are subject to completion, amendment or other change without any notice. Under no circumstances shall this PRELIMINARY OFFICIAL STATEMENT constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

**Municipal Building Authority of  
Wasatch County, Utah**

**\$42,790,000\***

**Lease Revenue and Refunding Bonds, Series 2026**

**Dated: Date of Delivery<sup>1</sup>**

**Due: December 1, as shown below**

<u>Due December 1*</u>	<u>CUSIP® 936778</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Yield/ Price</u>
2026.....		\$2,055,000		
2027.....		1,400,000		
2028.....		1,465,000		
2029.....		1,535,000		
2030.....		1,615,000		
2031.....		1,700,000		
2032.....		1,780,000		
2033.....		1,865,000		
2034.....		1,965,000		
2035.....		2,060,000		
2036.....		2,165,000		
2037.....		2,270,000		
2038.....		2,385,000		
2039.....		2,505,000		
2040.....		2,630,000		
2041.....		2,765,000		
2042.....		2,900,000		
2043.....		3,015,000		
2044.....		3,140,000		
2045.....		1,575,000		

**\$ \_\_\_\_\_ % Term Bond due December 1, 20\_\_ —Price of \_\_\_\_\_ %**  
(CUSIP® 936778 \_\_)

\* Preliminary; subject to change.

<sup>1</sup> The anticipated date of delivery is Wednesday, April 15, 2026.

® The above-referenced CUSIP numbers have been assigned by an independent company not affiliated with the parties to this Bond transaction and are included solely for the convenience of the holders of the 2026 Bonds. None of the Authority, the County, the Trustee or the Underwriter is responsible for the selection or use of such CUSIP numbers, and no representation is made as to their correctness on the 2026 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2026 Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

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This OFFICIAL STATEMENT does not constitute an offer to sell, or the solicitation of an offer to buy, nor shall there be any sale of, the 2026 Bonds (as defined herein), by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained herein, and if given or made, such other information or representations must not be relied upon as having been authorized by either the Municipal Building Authority of Wasatch County, Utah (the “Authority”); Wasatch County, Utah; Zions Bancorporation, National Association, Salt Lake City, Utah, (as Trustee, Bond Register and Paying Agent); Zions Public Finance Inc., Salt Lake City, Utah (as Municipal Advisor); the successful bidder(s); or any other entity. All information contained herein has been obtained from the Authority, The Depository Trust Company, New York, New York, and from other sources which are believed to be reliable. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this OFFICIAL STATEMENT nor the issuance, sale, delivery or exchange of the 2026 Bonds, shall under any circumstance create any implication that there has been no change in the affairs of the Authority, since the date hereof.

The 2026 Bonds have not been registered under the Securities Act of 1933, as amended, or any state securities laws in reliance upon exemptions contained in such act and laws. Any registration or qualification of the 2026 Bonds in accordance with applicable provisions of the securities laws of the states in which the 2026 Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither the Securities and Exchange Commission nor any state securities commission has passed upon the accuracy or adequacy of this OFFICIAL STATEMENT. Any representation to the contrary is unlawful.

***The yields/prices at which the 2026 Bonds are offered to the public may vary from the initial reoffering yields/prices on the inside cover page of this OFFICIAL STATEMENT. In addition, the successful bidder(s) may allow concessions or discounts from the initial offering prices of the 2026 Bonds to dealers and others. In connection with the offering of the 2026 Bonds, the successful bidder(s) may engage in transactions that stabilize, maintain, or otherwise affect the price of the 2026 Bonds. Such transactions may include overallotments in connection with the purchase of 2026 Bonds, the purchase of 2026 Bonds to stabilize their market price and the purchase of 2026 Bonds to cover the successful bidder’s short positions. Such transactions, if commenced, may be discontinued at any time.***

***Forward-Looking Statements.*** Certain statements included or incorporated by reference in this OFFICIAL STATEMENT constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used, such as “plan,” “project,” “forecast,” “expect,” “estimate,” “budget” or other similar words. ***The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Authority does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.***

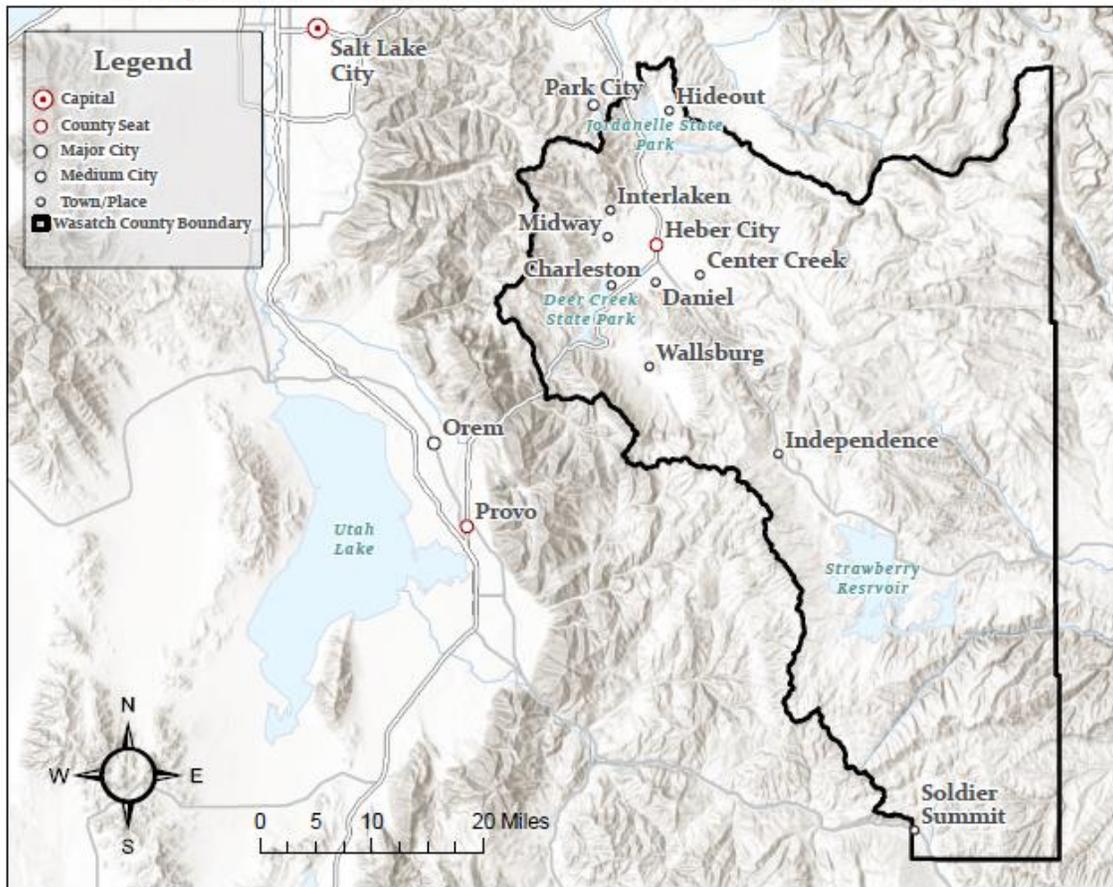
The CUSIP® (the Committee on Uniform Securities Identification Procedures) identification numbers are provided on the inside cover pages of this OFFICIAL STATEMENT and are being provided solely for the convenience of bondholders.

***Information from websites referenced in this OFFICIAL STATEMENT has not been reviewed for accuracy and completeness.***

## Location Map of the County



## WASATCH COUNTY REGIONAL PERSPECTIVE



# **OFFICIAL STATEMENT RELATED TO THE**

## **Municipal Building Authority of Wasatch County, Utah**

**\$42,790,000\* Lease Revenue and Refunding Bonds, Series 2026**

**payable from lease payments to be made, subject to annual appropriation, by**

**Wasatch County, Utah**

**pursuant to a Master Lease**

### **INTRODUCTION**

This introduction is only a brief description of the 2026 Bonds, as hereinafter defined, and the security and source of payment for the 2026 Bonds. The information contained herein is expressly qualified by reference to the entire OFFICIAL STATEMENT. Investors are urged to make a full review of the entire OFFICIAL STATEMENT, as well as of the documents summarized or described herein.

See the following appendices that are attached hereto and incorporated herein by reference: “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS;” “APPENDIX B—BASIC FINANCIAL STATEMENTS OF WASATCH COUNTY, UTAH FOR FISCAL YEAR 2024;” “APPENDIX C—FORM OF OPINION OF BOND COUNSEL;” “APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING;” and “APPENDIX E—BOOK-ENTRY SYSTEM.”

This OFFICIAL STATEMENT also includes summaries of the terms of the 2026 Bonds, the Indenture, the Master Lease and the Leasehold Deed of Trust (all as more fully defined hereinafter). All references herein to the Indenture and the Master Lease, are qualified in their entirety by reference to such documents and references herein to the 2026 Bonds are qualified in their entirety by reference to the forms thereof and the information with respect thereto included in the Indenture, copies of which are available upon request from the contact persons as indicated under “INTRODUCTION—Contact Persons” below. Descriptions of the Indenture, the Master Lease, the Leasehold Deed of Trust, and the 2026 Bonds are qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of the police power by any entity having jurisdiction. The summaries of and references to all documents, statutes, reports, and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such summary and reference is qualified in its entirety by reference to each such document, statute, report, or instrument.

When used herein the terms “Fiscal Year[s] 20YY” or “Fiscal Year[s] End[ed][ing] December 31, 20YY” shall refer to the year beginning on January 1 and ending on December 31 of the year indicated. When used herein the terms “Calendar Year[s] 20YY”; “Calendar Year[s] End[ed][ing] December 31, 20YY”; or “Tax Year 20YY” shall refer to the year beginning on January 1 and ending on December 31 of the year indicated. Unless otherwise indicated, capitalized terms used in this OFFICIAL STATEMENT shall have the meaning established in the Master Lease and Indenture (as hereinafter defined). See “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS.”

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\* Preliminary; subject to change.

## **Public Sale/Electronic Bid**

The 2026 Bonds will be awarded pursuant to competitive bidding received by means of the *PARITY*<sup>®</sup> electronic bid submission system on Thursday, March 26, 2026 as set forth in the OFFICIAL NOTICE OF BOND SALE (dated as of the date of this PRELIMINARY OFFICIAL STATEMENT).

See the “OFFICIAL NOTICE OF BOND SALE” above.

## **The 2026 Bonds; The Municipal Building Authority Of Wasatch County, Utah**

*The 2026 Bonds.* This OFFICIAL STATEMENT, including the cover page, introduction and Appendices (the “OFFICIAL STATEMENT”), provides information in connection with the issuance and sale of \$42,790,000\* aggregate principal amount of Lease Revenue and Refunding Bonds, Series 2026 (the “2026 Bonds” or “2026 Bond”), by the Municipal Building Authority of Wasatch County, Utah (the “Authority”).

*The Municipal Building Authority Of Wasatch County, Utah.* The Authority is a nonprofit corporation incorporated, organized and existing pursuant to the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a (the “Nonprofit Corporation Act”), Utah Code Annotated 1953, as amended (the “Utah Code”) and as provided in the Municipal Building Authority Act, Title 17D, Chapter 2, Utah Code (the “Building Authority Act”). The Authority was created pursuant to a resolution adopted on May 31, 1990 for the purpose of acquiring, improving or extending one or more projects on behalf of the County pursuant to the Building Authority Act. See “MUNICIPAL BUILDING AUTHORITY OF WASATCH COUNTY, UTAH” below.

## **Wasatch County, Utah**

The County, incorporated in 1870, covers an area of approximately 1,194 square miles and is located in the central portion of the State of Utah (the “State”). The County is situated approximately 45 miles southeast of Salt Lake City, approximately 15 miles south of Park City (of which a portion lies within the County’s boundaries), and approximately 30 miles east of the City of Provo. The County had 37,858 residents according to the 2024 Census estimate, ranking the County as the 12th most populated county in the State (out of 29 counties). See “WASATCH COUNTY, UTAH” below.

## **Authorization For And Purpose Of The 2026 Bonds; The Indenture; Master Lease**

*Authorization for and Purpose of the 2026 Bonds.* The 2026 Bonds are being issued pursuant to: (i) the Building Authority Act and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Refunding Bond Act” and together with the Building Authority Act, the “Act”) (ii) certain authorizing resolutions adopted by the Authority and the County Council of the County (the “County Council”) (the “Resolutions”); (iii) a General Indenture of Trust, dated as of November 1, 2021 (the “General Indenture”), as heretofore supplemented and as further supplemented by a Third Supplemental Indenture of Trust, dated as of April 1, 2026 (the “Third Supplemental Indenture” and together with the General Indenture, the “Indenture”), each between the Authority and Zions Bancorporation, National Association, Salt Lake City, Utah, as trustee (the “Trustee”).

The 2026 Bonds are being issued for the purpose of (i) financing the construction of a new county administrative building, and related improvements (collectively, the “Public Administration Project” or “2026 Project”); (ii) refunding all of the Authority’s outstanding Lease Revenue Bonds, Series 2024 and (iii) paying the costs associated with the issuance of the 2026 Bonds. See “THE 2026 BONDS—Estimated Sources And Uses Of Funds” and “THE PROJECTS” below.

*Master Lease.* The 2026 Project will be leased by the Authority to the County under an annually renewable Master Lease Agreement dated as of November 1, 2021 (the “Original Master Lease”) as heretofore amended, and as further amended by a Second Amendment to Master Lease Agreement, dated as of April 1, 2026 (the “Second Amendment to Master Lease” and together with the Original Master Lease the “Lease”).

The 2026 Bonds and the Outstanding Parity Bonds (as defined herein) are part of an ongoing Master Lease and building program whereby all Bonds issued under the Indenture are equally and ratably secured (except in the event

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\* Preliminary; subject to change.

of damage, destruction or condemnation of a project or certain defaults with respect to an uncompleted portion of a project) by the 2026 Project and any Additional Projects (as defined herein) constructed through this program (collectively, the “Projects”). See “INVESTMENT CONSIDERATIONS—Destruction Of A Project” and “THE PROJECTS” herein.

### **Outstanding Parity Bonds**

*Outstanding Parity Bonds.* The 2026 Bonds and the hereinafter described Outstanding Parity Bonds, as described) will be equally and ratably secured under the Indenture. As of the date of this OFFICIAL STATEMENT, the following bonds of the Authority are currently outstanding under the Indenture:

- (i) \$4,700,000 (original principal amount), Lease Revenue Refunding Bonds, Series 2021, dated November 16, 2021, currently outstanding in the aggregate principal amount of \$2,810,000 (the “2021 Bonds”) and
- (ii) \$23,431,000 (original principal amount), Lease Revenue Bonds, Series 2024, dated March 19, 2024, currently outstanding in the aggregate principal amount of \$22,615,000 (the “2024 Bonds”). *It is anticipated that the 2026 Bonds will refund all of the outstanding 2024 Bonds on April 15, 2026.*

The 2021 Bonds and the 2024 Bonds are referred to herein as, the “Outstanding Parity Bonds.”

Bond proceeds from the Outstanding Parity Bonds were used for financing or refinancing certain projects of the Authority including a portion of a courts facility and related public safety improvements and a second-phase expansion (the “Court Facilities Project”), the renovation and improvement of an existing event center and the acquisition and construction of new improvements for the benefit of the County (the “Event Center Project”); and the acquisition of land, a portion of the acquisition, construction renovation and furnishing of a recreation center for use by the County (the “Recreation Facilities Project and together with the Court Facilities Project and the Event Center Project, the “Prior Projects”). Each of the Court Facilities Project, the Event Center Facilities Project, and the Recreation Facilities Project, is a “Project” under the Indenture and the Lease. See “THE PROJECTS” herein.

### **Security For The 2026 Bonds; Cross Collateralization**

*Security for the 2026 Bonds.* The 2026 Bonds are limited obligations of the Authority ratably equally secured with other Bonds under the Indenture from the revenues and other amounts received pursuant to the Lease and other funds or amounts held by the Trustee pursuant to the Indenture as security for the 2026 Bonds, subject to certain limitations.

The County owns the sites on which each of the Prior Projects has been constructed (the “Prior Project Sites”) and has leased the Prior Project Sites to the Authority pursuant to a Ground Lease dated as of November 1, 2021, (the “Original Ground Lease”) as previously amended by an Amendment to Ground Lease dated March 1, 2024 (the “First Amendment to Ground Lease”). The County will continue to lease the Prior Projects to the Authority pursuant to the Original Ground Lease as amended by the First Amendment to Ground Lease and as further amended by a Second Amendment to Ground Lease dated as of April 1, 2026 (the “Second Amendment to Ground Lease” and collectively with the First Amendment to Ground Lease and Original Ground Lease, the “Refunding Project Ground Lease”). The Refunding Project Ground Lease will expire on December 1, 2044 (subject to extension until December 1, 2050 upon the occurrence of certain events). The Authority has assigned all of its rights and interest in the Refunding Ground Lease to the Trustee pursuant to an Original Assignment of Ground Lease Agreement and has created a lien on the Prior Projects pursuant to a Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated as of November 1, 2021 (the “Original Leasehold Deed of Trust”) as previously supplemented by that First Supplement to Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated March 1, 2024 (the “First Supplement to Deed of Trust”), and as shall be further supplemented by a Second Supplement to Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated April 1, 2026 (the “Second Supplement to Deed of Trust” together with the First Supplement to Deed of Trust supplementing the Original Leasehold Deed of Trust the “Refunding Project Deed of Trust”). The Refunding Project Ground Lease, the Original Assignment of Ground Lease and the Refunding Project Deed of Trust shall collectively be referred to as the “Refunding Security Documents”.

The County owns the site on which the Public Administration Project will be constructed and improved (the “Public Administration Project Site”) and will lease the Public Administration Project Site to the Authority pursuant to a Ground Lease dated as of April 1, 2026 (the “2026 Ground Lease”) and which 2026 Ground Lease will expire on December 1, 2045 (subject to extension until December 1, 2050 upon the occurrence of certain events). The Authority

will assign all of its rights and interests in the 2026 Ground Lease to the Trustee pursuant to a 2026 Assignment of Ground Lease Agreement ( the “2026 Assignment of Ground Lease”) and will create a lien on the 2026 Project pursuant to a 2026 Leasehold Deed of Trust Assignment of Rents and Security Agreement (the “2026 Deed of Trust”) and any financing statements filed in connection therewith (collectively, the “2026 Security Documents” and together with the “Refunding Security Documents, the “Security Documents”). The Refunding Project Ground Lease and the Series 2026 Ground Lease shall collectively herein be referred to as (the “Ground Lease”). The Original Assignment of Ground Lease and the 2026 Assignment of Ground Lease shall collectively be referred to as the (“Assignment of Ground Lease”). The Refunding Project Deed of Trust and the 2026 Deed of Trust shall collectively be referred to as (the “Leasehold Deed of Trust”).

The Security Documents are being executed for the equal and proportionate benefit of the Bondholders. The 2026 Bonds are limited obligations of the Authority payable solely from the Base Rentals (defined below) received by the Authority pursuant to the Lease and other funds or amounts held by the Trustee under the Indenture as security for the 2026 Bonds.

The County has agreed to make payments pursuant to the Lease in stated amounts which are sufficient to pay the principal of and interest on the 2026 Bonds when due (the “Base Rentals”), but only if and to the extent the County Council has appropriated funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term (as described herein) of the Lease plus such additional amounts as are necessary to operate and maintain the 2026 Project during such period (the “Additional Rentals” and collectively, with the Base Rentals, the “Rentals”). The Lease specifically provides that nothing therein shall be construed to require the County Council to appropriate any money to pay any Rentals thereunder and that neither the County nor any political subdivision thereof is obligated to pay such Rentals except to the extent of funds appropriated for that purpose. *Neither the obligation of the County to pay Rentals nor the obligation of the Authority to pay the principal of and interest on the 2026 Bonds will constitute or give rise to a debt, a general obligation or liability of, or a charge against the general credit or taxing power of, the County. The issuance of the 2026 Bonds does not directly or contingently obligate the County to pay any Rentals beyond those appropriated for the County’s then current Fiscal Year. The Authority has no taxing power.* See “INVESTMENT CONSIDERATIONS” and “SECURITY AND SOURCES OF PAYMENT FOR THE 2026 BONDS” below.

*Cross Collateralization.* The Indenture and Security Documents create a lien on and a security interest in the 2026 Project for the benefit of the Registered Owners (as defined herein) of the 2026 Bonds. Except with respect to extraordinary redemption in the event of damage, destruction, or condemnation (as described under “THE 2026 BONDS—Redemption Provisions For The 2026 Bonds—Extraordinary Redemption In The Event Of Damage, Destruction Or Condemnation”), the Public Administration Building Project, and the Prior Projects are cross-collateralized pursuant to the terms of the Indenture and Security Documents meaning that if an Event of Default occurs under the Indenture, the Trustee will be entitled to exercise its rights and remedies against the Prior and all Projects under the Lease and Security Documents. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2026 BONDS” below.

#### **Additional Parity Bonds And Additional Projects**

The Authority may issue additional bonds to refund outstanding bonds of the Authority (“Refunding Bonds”) or to finance additional Projects for lease to the County (“Additional Bonds”) ranking on a parity basis with the 2026 Bonds under the Indenture on the terms and conditions specified in the Indenture and the Master Lease. Any such Refunding Bonds and Additional Bonds hereafter issued are sometimes collectively referred to herein as the “Additional Parity Bonds.” *The 2026 Bonds, any Additional Parity Bonds, and the Outstanding Parity Bonds are sometimes collectively referred to herein as the “Bonds.”* See “SECURITY AND SOURCES OF PAYMENT FOR THE 2026 BONDS—Additional Parity Bonds And Refunding Bonds” below and “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—Section 2.14—Additional Bonds.”

If the Authority determines to issue Additional Bonds to finance additional Projects, they will be leased to the County pursuant to the Indenture and Master Lease. *The Authority does not currently anticipate issuing Additional Parity Bonds.* However, the Authority may determine to issue additional lease revenue bonds under documents other than the Indenture and the Master Lease.

## No Debt Service Reserve Fund For The 2026 Bonds

The Debt Service Reserve Requirement with respect to the 2026 Bonds is \$0 and therefore no account in the Debt Service Reserve Fund has been established for the 2026 Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2026 BONDS—No Debt Service Reserve Requirement For The 2026 Bonds” below.

## Redemption For The 2026 Bonds

The 2026 Bonds are subject to optional redemption and are subject to extraordinary redemption in the event of damage to, or destruction, seizure, or condemnation of the 2026 Project, prior to maturity. The 2026 Bonds may be subject to mandatory sinking fund redemption at the option of the successful bidder(s). See “THE 2026 PROJECT” and “THE 2026 BONDS—Redemption Provisions For The 2026 Bonds” below.

## Tax Matters Regarding The 2026 Bonds

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), the interest on the 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the 2026 Bonds is exempt from State of Utah individual income taxes. Bond Counsel notes that interest on the 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

See “TAX MATTERS” below for a more complete discussion. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the 2026 Bonds.

## Professional Services

In connection with the issuance of the 2026 Bonds, the following have served the Authority in the capacity indicated:

### *Trustee, Bond Registrar, and Paying Agent*

Zions Bancorporation, National Association  
One S Main St 12<sup>th</sup> Fl  
Salt Lake City UT 84133  
801.844.7529  
[shelene.brown@zionsbancorp.com](mailto:shelene.brown@zionsbancorp.com)

### *County Attorney*

Scott Sweat  
25 N Main St.  
Heber City UT 84032  
435.657.3195  
[ssweat@wasatch.utah.gov](mailto:ssweat@wasatch.utah.gov)

### *Disclosure and Bond Counsel*

Gilmore & Bell, P.C.  
15 W S Temple Ste 1400  
Salt Lake City UT 84101  
801.364.5080 | f 801.364.5032  
[rlarsen@gilmorebell.com](mailto:rlarsen@gilmorebell.com)

### *Municipal Advisor*

Zions Public Finance Inc  
One S Main St 18th Fl  
Salt Lake City UT 84133–1109  
801.844.7377  
[mark.anderson@zionsbancorp.com](mailto:mark.anderson@zionsbancorp.com)

## Conditions Of Delivery, Anticipated Date, Manner And Place Of Delivery For The 2026 Bonds

The 2026 Bonds are offered, subject to prior sale, when, as and if issued and received by the successful bidder(s), subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the Authority, and certain other conditions. Certain matters regarding this OFFICIAL STATEMENT will be passed on for the Authority by Gilmore & Bell, P.C., Disclosure Counsel. Certain legal matters will be passed on for the Authority and the County by the County Attorney, Scott Sweat. It is expected that the 2026 Bonds, in book–entry form, will be available for delivery to DTC or its agent on or about Wednesday, April 15, 2026.

## **Risks Inherent In The Ownership Of The 2026 Bonds**

The purchase of the 2026 Bonds involves certain investment risks which are discussed throughout this OFFICIAL STATEMENT. Accordingly, each prospective purchaser of the 2026 Bonds should make an independent evaluation of all of the information presented in this OFFICIAL STATEMENT in order to make an informed investment decision. Certain investment risks are described under “INVESTMENT CONSIDERATIONS” below.

### **Continuing Disclosure Undertaking**

The Authority will enter into a continuing disclosure undertaking for the benefit of the Owners of the 2026 Bonds. For a detailed discussion of this disclosure undertaking and timing of submissions see “CONTINUING DISCLOSURE UNDERTAKING” below and “APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING.”

### **Basic Documentation**

This OFFICIAL STATEMENT speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the Authority, the County, the 2026 Bonds, the Indenture and the Master Lease are included in this OFFICIAL STATEMENT. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture, the Lease, the Ground Lease, and the Leasehold Deed of Trust are qualified in their entirety by reference to such documents and references herein to the 2026 Bonds are qualified in their entirety by reference to the form thereof included in the Indenture. The “basic documentation” which includes the Resolutions, the Indenture, the Lease, the Ground Lease, Leasehold Deed of Trust, and other documentation, authorizing the issuance of the 2026 Bonds and establishing the rights and responsibilities of the Authority, the County and other parties to the transaction, may be obtained from the “contact persons” as indicated below.

### **Contact Persons**

As of the date of this OFFICIAL STATEMENT, additional requests for information may be directed to Zions Public Finance, Inc., Salt Lake City, Utah (the “Municipal Advisor”) the Municipal Advisor to the Authority and the County:

Mark Anderson, Vice President, [mark.anderson@zionsbancorp.com](mailto:mark.anderson@zionsbancorp.com)  
Cara Bertot, Vice President, [cara.bertot@zionsbancorp.com](mailto:cara.bertot@zionsbancorp.com)

Zions Public Finance Inc  
One S Main St 18<sup>th</sup> Fl  
Salt Lake City UT 84133-1109  
801.844.7377

As of the date of this OFFICIAL STATEMENT, the chief contact person for the Authority and the County concerning the 2026 Bonds is:

Dustin Grabau, County Manager, [dgrabau@wasatch.utah.gov](mailto:dgrabau@wasatch.utah.gov)

Wasatch County  
25 N Main  
Heber UT 84032  
435.657.3195

## **CONTINUING DISCLOSURE UNDERTAKING**

### **Continuing Disclosure Undertaking For The 2026 Bonds**

The County (as an “obligated person” under the below defined Rule) will execute a Continuing Disclosure Undertaking (the “Disclosure Undertaking”) for the benefit of the Beneficial Owners of the 2026 Bonds to send certain information annually and to provide certain material events to the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the requirements of paragraph (b)(5) of Rule 15c2-12 (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The information to be provided

on an annual basis, the events which will be noticed on an occurrence basis and other terms of the Disclosure Undertaking, including termination, amendment and remedies, are set forth in the proposed form of Disclosure Undertaking in “APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING.”

The County will submit the Fiscal Year 2025 financial report and other operating and financial information for the 2025 Bonds on or before September 30, 2026, (nine months from the end of the Fiscal Year), and annually thereafter on or before each September 30.

A failure by the County to comply with the Continuing Disclosure Undertaking will not constitute a default under the Lease or Indenture and the Beneficial Owners of the 2026 Bonds are limited to the remedies described in the Continuing Disclosure Undertaking. A failure by the County to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2026 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2026 Bonds and their market price.

*Failure To File Continuing Disclosure As Required.* The County acknowledges that its annual report for Fiscal Year 2021, required pursuant to the continuing disclosure undertakings related to its General Obligation Bonds, Series 2010, and Municipal Building Authority of Wasatch County Lease Revenue Bonds, Series 2013, was not filed within the prescribed timeframe. The delay was attributable to the complexity of compiling financial information from multiple component units. The County has implemented corrective measures to enhance future compliance, including ongoing review of its disclosure procedures and engagement of a third-party service provider to manage disclosure obligations.

## INVESTMENT CONSIDERATIONS

*This section contains a general overview of certain risk factors which should be considered, in addition to the other matters set forth in this OFFICIAL STATEMENT, in evaluating an investment in the 2026 Bonds. This section is not meant to be a comprehensive or definitive discussion of the risks associated with an investment in the 2026 Bonds, and the order in which this information is presented does not necessarily reflect the relative importance of various risks. Potential investors in the 2026 Bonds are advised to consider the following factors, among others, and to review this entire OFFICIAL STATEMENT to obtain information essential to making of an informed investment decision. Any one or more of the investment considerations discussed below, among others, could adversely affect the financial condition of the County or its ability to make scheduled payments on the 2026 Bonds. There can be no assurance that other risks not discussed herein will not become material in the future.*

### Limited Obligations

The 2026 Bonds are payable from amounts due under the Lease on a parity basis with all other Bonds that may be outstanding under the Indenture. The County’s obligation under the Lease does not constitute a general obligation or other indebtedness of the County, the Authority or any agency or political subdivision of the County within the meaning of any constitutional or statutory debt limitation. The Authority has no taxing power.

The Initial Term of the Lease expired on December 31, 2021. The County has the option to extend the term of the Lease for consecutive one year Renewal Terms, which it has continuously done since December 31, 2022.

The current Renewal Term of the Lease commenced on January 1, 2026, and expires on December 31, 2026. Unless terminated sooner, this annual renewal option will continue through December 31, 2046, with a final renewal term commencing January 1, 2045, and ending December 2, 2045 (each renewal term, and all existing renewals are referred to herein as the “Renewal Terms”). Any such extension must be made with respect to all, and not less than all, of the Projects with respect to which Bonds are then outstanding.

### Non-Appropriation

There is no assurance that the County, in its sole discretion, will exercise its option to extend the term of the Lease for any future Renewal Term. Accordingly, the likelihood that the County will extend the term of the Lease for any Renewal Term and that there will be sufficient funds to pay the principal of, premium, if any, and interest on the 2026 Bonds as the same become due depends upon a number of factors, including, but not limited to:

- (a) the completion of design and construction of any future uncompleted Projects to the County’s satisfaction;
- (b) the ability of the County to generate sufficient funds from property taxes, and other taxes and other sources of revenue to pay obligations associated with the Lease and other obligations of the County (whether now existing or hereafter created);
- (c) the willingness of the County Council in any future year to appropriate moneys to pay the Rentals, which decision of the County Council could be affected by many factors, including the continuing need of the Authority for the 2026 Project; and
- (d) the value of the 2026 Project if relet or sold (to the extent authorized in the Indenture) in a foreclosure or other liquidation proceeding instituted by the Trustee in the event of the termination of the term of the Lease if the County Council does not appropriate sufficient funds to extend the term of the Lease as provided therein.

Neither the Indenture nor the Lease limits the ability of the County to incur additional obligations against its revenues.

### **General Economic Conditions**

The County relies on ad valorem property taxes and other fees as the primary source of funds to operate its governance and to pay its obligations. Regional and national economic conditions, such as weather-related economic effects, business cycles, unemployment, and consumer confidence, are outside of the control of the Authority and the County and can have material adverse effects on the County’s revenues, and its ability to pay Base Rentals on the 2026 Project.

### **No Debt Service Reserve Fund For The 2026 Bonds**

*No debt service reserve fund will be funded to secure the 2026 Bonds issued under the Indenture.* See “SECURITY AND SOURCE OF PAYMENTS FOR THE 2026 BONDS—No Debt Service Reserve Fund For The 2026 Bonds” below.

### **Expiration Or Termination Of The Lease**

In the event that the County Council does not renew the term of the Lease in any year by appropriating sufficient funds to pay Rentals due thereunder for the succeeding Fiscal Year, the County’s obligation to pay Rentals under the Lease will terminate on the December 31 occurring at the end of the then-current Renewal Term. Upon (a) the expiration of any Renewal Term of the Lease during which an Event of Nonappropriation occurs or (b) an Event of Default under the Lease and an election by the Trustee to terminate the possessory interest of the County under the Lease, the County’s right of possession of the Projects under the Lease will expire or be terminated, as appropriate.

A Bondowner should not anticipate that it will be possible to foreclose on the Projects and liquidate, relet, or sell the Projects (subject to the Ground Leases) after the occurrence of an Event of Nonappropriation or an Event of Default for an amount equal to the aggregate principal amount of the Bonds then Outstanding plus accrued interest thereon.

### **Possible Difficulties In Selling Or Re-letting The 2026 Project**

In the event that the County’s right of possession of the 2026 Project under the Lease expires or is terminated for any of the reasons described in the Indenture, the obligation of the County to pay Rentals under the Lease will continue through the then-current Renewal Term, but not thereafter, and the 2026 Bonds will be payable from, among other sources, such moneys as may be available by way of recovery from the County of the Rentals which are due through the then-current Renewal Term. As set forth in the Building Authority Act, the Indenture and the Lease, if the County fails to pay any Rentals due to the Authority under the terms of the Lease, the County shall immediately surrender, and vacate the 2026 Project, and the rental or lease obligation under the Lease shall then cease. Should the Lease expire at the end of a Renewal Term without any extension for the next succeeding Renewal Term, or if an event occurs pursuant to which the Trustee terminates the County’s right of possession of the 2026 Project under the Lease, the Trustee may repossess, complete construction (if applicable), and relet or sell the 2026 Project as provided in the Indenture.

No assurance can be given that the Trustee could relet or sell the 2026 Project for the amount necessary to pay the principal of and the interest due on the 2026 Bonds. The 2026 Project constitutes facilities to be used in connection

with the operation of the County and may not be readily usable by other types of tenants. See “THE 2026 PROJECT” below. The net proceeds of any reletting or sale of the 2026 Project, together with certain other moneys then held by the Trustee under the Indenture, if any, are required to be used to pay the 2026 Bonds to the extent of such moneys. No assurance can be given as to the amount of funds available from any such source for the payment of the aggregate principal amount of the 2026 Bonds then outstanding plus accrued interest thereon. Furthermore, no assurance can be given that any amount realized upon any liquidation of the 2026 Project will be available to provide for the payment of the 2026 Bonds on a timely basis.

### **Delays In Exercising Remedies; Limitations On Enforceability**

The enforceability of the Lease and the Indenture is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors’ rights generally and liens securing such rights, the police powers of the State, the exercise of judicial authority by State or federal courts and the exercise by the United States of America of the powers delegated to it by the federal constitution. Because of the unique uses to which the 2026 Project may be suited and the delays inherent in obtaining foreclosure upon real property and judicial remedies, no assurance can be given that these remedies could be accomplished rapidly. Any delays in or failure on the part of the Trustee to obtain possession of or to foreclose the lien on the 2026 Project, if necessary, will likely result in delays in any payment of principal of or interest on the 2026 Bonds.

### **Possible Shortfall In Costs Of Construction Of The 2026 Project**

As of the date of this OFFICIAL STATEMENT, the Board believes, but there can be no assurance, that the proceeds of the sale of the 2026 Bonds will be sufficient to complete the acquisition, construction and equipping of the 2026 Project. However, in the event 2026 Bond proceeds are insufficient, the Authority is authorized, pursuant to the Lease, to complete the acquisition, construction and equipping of the 2026 Project from legally available funds, which may include the issuance of Additional Bonds issued pursuant to the Indenture or from moneys otherwise legally available for that purpose. The Lease and the Indenture provide that Additional Bonds may be issued for completing the 2026 Project or making additions or improvements to the 2026 Project or acquiring or constructing additional projects, subject to satisfaction of certain conditions provided in the Indenture. There can be no assurance that such Additional Bonds will be permitted under then applicable law or that the Board will approve the issuance of Additional Bonds at that time. If issued, Additional Bonds will be secured under the Indenture on a parity with the Bonds previously issued, including the 2026 Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds and Refunding Bonds” below and “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—The Indenture—Additional Parity Bonds and The Lease—Acquisition and Construction of Projects.”

### **Destruction Of A Project**

The Lease requires a Project to be insured by policies of insurance (including casualty and property damage insurance) as described in “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—The Lease—Provisions Respecting Insurance.” In the event of damage to or destruction of all or any part of the 2026 Project, the Authority is nevertheless required to continue to make payments under the Lease during the period for which the County Council has appropriated moneys to do so. In such event, the County will decide whether the proceeds from available insurance (and any other legally available source) are sufficient to repair and rebuild the 2026 Project or whether to apply the available proceeds to redemption or payment of the 2026 Bonds. If the net proceeds from insurance or certain other sources are insufficient to repair or replace the 2026 Project, the County may terminate its obligations under the Lease with respect to the 2026 Project and cause such proceeds to be distributed for the redemption of the 2026 Bonds in whole or in part as provided in the Indenture. See “THE 2026 BONDS—Redemption Provisions For The 2026 Bonds—Extraordinary Redemption in the Event of Damage, Destruction or Condemnation Of The 2026 Project” below.

There can be no assurance as to the adequacy of a timely payment under property damage insurance in effect at that time. Furthermore, there can be no assurance that such insurance proceeds will be sufficient to redeem the 2026 Bonds in whole or that the Trustee will be able to realize any additional funds from the 2026 Project at that time. See “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—The Lease—Damage, Destruction And Condemnation; Use of Net Proceeds—Damage, Destruction and Condemnation.”

## **Release Of A Project Upon Payment Of Related Series Of Bonds**

Pursuant to the Lease, the County may, by depositing with the Trustee amounts sufficient to pay or provide for the payment of the Series of Bonds issued to finance or refinance such portion of a Project, purchase the related Project, which may result in the release of the purchased Project as security for the Bonds which remain outstanding. The release of one or more Projects may diminish the amount which could be realized by the Trustee upon the occurrence of an Event of Default or an Event of Nonappropriation or the likelihood that the County will renew the Lease for any Renewal Term.

## **Depreciation And Lack Of Residual Value**

Certain components of the 2026 Project may become obsolete, may depreciate in value or may wear out during the time that the 2026 Bonds are outstanding. In addition, components of the 2026 Project may be difficult or impossible to remove from their points of service or use. Consequently, following an Event of Nonappropriation, an Event of Default under the Lease or the termination of the Lease for any reason, it is possible that any revenues realized by the Trustee from a reletting or sale, as appropriate, of the Authority's interest in the 2026 Project may not be sufficient to repay all of the 2026 Bonds in full.

## **Tax Status; Continuing Compliance With Certain Covenants**

Failure by the Authority or the County with respect to any of the 2026 Bonds to comply with certain covenants in the Indenture, the Lease and the 2026 Bonds, on a continuing basis, so long as any of the 2026 Bonds are outstanding under the Indenture and thereafter as required by such document provisions and applicable law, could result in interest on the 2026 Bonds becoming includible in gross income for federal income tax purposes, retroactive to the date of their original issuance. See "TAX MATTERS" below. The Indenture and the 2026 Bonds do not provide for the payment of any additional interest or penalty in the event that interest on the 2026 Bonds becomes includible in gross income for federal income tax purposes.

## **Changes In County Governance**

The obligation of the County to pay rentals under the Lease is subject to annual appropriation by the County Council, based upon a budget annually presented to the County Council by the County Manager. The decision to renew or not to renew the term of the Lease is to be made solely by the County Council at the time it considers for adoption the final budget relating to each Renewal Term and not by any official of the County, acting in his or her individual capacity.

The seven-member County Council are elected officials and serve four-year terms. Although the present County Council favors the continued leasing of the 2026 Project, there can be no assurance that a future County Council will support the 2026 Project or continue to make appropriations of Rentals under the Lease.

## **Other Factors Regarding The 2026 Project**

*Potential Environmental Risks.* The continued and future ownership or operation of the 2026 Project creates a potential for environmental liability on the part of both the owner and operator of the 2026 Project as well as any party secured by mortgages, deeds of trust or other encumbrances. If future hazardous substances are discovered at the property or discovered to be emanating from the Property, the County and the Authority may be held strictly liable for all costs and liabilities relating to the disposing of or dealing with such hazardous substances. This liability could be for an amount far in excess of the value of the 2026 Project. The existence of such hazardous substances could hinder the Trustee in exercising certain of its remedies or rights under the Lease and the Indenture upon the occurrence of an Event of Default thereunder.

The Authority has agreed and represented in the Lease that it will carry on, the business and operations at the 2026 Project in a manner that complies in all respects, and will remain in compliance with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment.

## **Climate Change Risk**

There are potential risks to the County that are associated with changes to the climate over time and with increases in the frequency, timing, and severity of extreme weather events or droughts.

Natural disasters (including earthquakes, mudslides, wildfires/forest fires, heat waves, floods, windstorms, droughts, and avalanches) and continued, or future, global health emergencies are possible and may affect the State or the County economies.

The State is in a region of seismic activity subject to earthquakes in varying strengths. In 2020, an earthquake of moderate size occurred with the epicenter located in Magna Metro Township, Utah (located approximately 15 miles west of Salt Lake City, Utah and approximately 45 miles south of the County). The magnitude of such earthquake registered 5.7 on the Richter scale.

Certain areas of the State have experienced drought conditions for the last part of the year in each of the last 10 years. The State has experienced large wildfire/forest fire seasons in which air quality across the State has been negatively impacted (including diminished air quality from wildfires/forest fires located outside the State from drifting air currents). Wildfires/forest fires can impact the State's and the County's economy; cause respiratory health problems; result in loss of infrastructure, homes, and property; and destroy forestland, wildlife habitat and other resources.

***The Authority and the County cannot predict how or when any climate-change-related events, natural disasters, or health emergencies may occur; nor can they quantify the impact of such events on the Authority or County and its operations.***

### **Cybersecurity**

Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the County's systems technology for the purposes of misappropriating assets or information or causing operational disruption and damage. To mitigate the risk of business operations impact and/or damage by cybersecurity incidents or cyber-attacks, the County invests in multiple forms of cybersecurity and operational safeguards, including cybersecurity insurance coverage.

## **SECURITY AND SOURCES OF PAYMENT FOR THE 2026 BONDS**

### **The Lease And The Indenture**

The 2026 Bonds are payable from amounts due under the Lease, as may be appropriated by the County Council, and certain other moneys as provided in the Indenture. The Initial Term of the Lease expired on December 31, 2021 and the current Renewal Term expires on December 31, 2026. The County has the option to extend the term of the Lease for consecutive one year renewal terms, which it has continuously done since December 31, 2022

Extension of the term of the Lease beyond such date is subject to the further exercise by the County, in its sole discretion, to renew the Lease for consecutive additional one-year Renewal Terms commencing January 1 of each of the years 2027 through 2045, and a final Renewal Term commencing January 1, 2045, and ending December 2, 2045, unless terminated earlier or extended by the issuance of Additional Parity Bonds. For circumstances under which the Lease may be terminated, see "APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—The Lease"

The Authority, as lessor under the Lease and pursuant to the Indenture, has assigned to the Trustee its rights to receive Base Rentals under the Lease, for the benefit of the Bondowners. In addition, the Authority has, for the benefit of the Bondowners, granted to the Trustee, pursuant to the Indenture, a lien on and a security interest in all of its right, title and interest in and to the 2026 Project and any additional Projects to be acquired under the Lease.

The continuation of the term of the Lease and the obligation of the County to pay Base Rentals after December 31, 2026, are subject to the appropriation by the County Council of sufficient funds to extend the term of the Lease for each succeeding Renewal Term. Neither the Lease nor the 2026 Bonds constitute a general obligation or indebtedness of the County or the Authority, within the meaning of any constitutional or statutory debt limitation. Neither the County nor the Authority has pledged its credit to the payment of the Base Rentals or the 2026 Bonds, and neither the County nor the Authority is directly or contingently obligated to apply money from, or to levy or pledge, any form of taxation to the payment of the Lease or the 2026 Bonds. The Authority does not have any taxing power.

So long as the Lease remains in effect and the County Council appropriates sufficient funds to extend the term of the Lease for each successive Renewal Term, the County is required by the provisions of the Lease to pay semiannually

to the Trustee specified Base Rentals for the 2026 Project which are sufficient, in both time and amount, to pay, when due, the principal of and interest on the Bonds.

The County has covenanted in the Lease to cause to be included in its annual tentative budget submitted to the County Council a request for appropriation, in accordance with applicable law, of an amount necessary (after taking into account any moneys then legally available for such purpose) to pay the Base Rentals and any reasonably anticipated Additional Renewal Term. See “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—The Lease—Article VI—Payments By the County—Section 6.8 Request for Appropriation.”

In the event the County Council does not appropriate sufficient funds to extend the term of the Lease, and the Lease thereby expires by its terms at the end of the then current Renewal Term, the County will have no further payment obligation under the Lease, except for the Base Rentals which are payable prior to the termination of the Lease. Upon such expiration, the Trustee may exercise one or more of the rights provided in the Lease, the Indenture, the Ground Leases, including an option to dispose of the Authority’s interest in the 2026 Project, and apply the proceeds of such disposition, if any, together with the moneys in the Bond Fund and other amounts available under the Indenture, to the payment of principal of all then outstanding 2026 Bonds and accrued interest thereon. However, due to the nature of the 2026 Project, it is unlikely that revenues from such sources would be sufficient to pay in full all then outstanding 2026 Bonds if payment were then due by acceleration or otherwise. Should a shortfall occur, the 2026 Bonds would be paid on a pro rata basis as provided in the Indenture. See “INVESTMENT CONSIDERATIONS” herein.

Pursuant to the provisions of the Lease, the County may, in its sole discretion, purchase all or a portion of the 2026 Project by payment of the applicable Purchase Option Price as defined in the Lease. Neither the County nor the County Council may be compelled to exercise the purchase option provided in the Lease. See “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—The Lease—Article XII—Conveyance of the Projects—Section 12.3—Conveyance on Purchase of Projects.”

### **Insurance On The Projects**

The Projects are required to be insured by policies of insurance or by self-insurance to the extent described in “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS.” All Net Proceeds of performance bonds, proceeds (including any moneys derived from any self-insurance program) from policies of insurance (except the policy of public liability and property damage insurance) required by the Lease or condemnation awards which are received by the Trustee will be deposited into a separate trust fund under the Indenture. Such Net Proceeds will be used either to repair, restore, modify or improve the applicable Projects or to redeem or defease the related Bonds, as more fully described in “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS.” Also see, “WASATCH COUNTY, UTAH—Risk Management And Insurance; Cybersecurity” below.

### **No Debt Service Reserve Requirement For The 2026 Bonds**

The Indenture provides that a separate account in the Debt Service Reserve Fund may be established for each Series of Bonds issued under the Indenture which is to be funded in an amount equal to the Debt Service Reserve Requirement, if any. There is no Debt Service Reserve Requirement for the 2026 Bonds and no account in the Debt Service Reserve Fund will be funded with respect to the 2026 Bonds. See “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—The Indenture.”

### **Security Documents**

The 2026 Bonds are limited obligations of the Authority equally and ratably secured under the Indenture from the revenues and other amounts received pursuant to the Lease and other funds or amounts held by the Trustee pursuant to the Indenture as security for the Bonds, subject to certain limitations.

The County owns the sites on which each of the Prior Projects have been constructed (the “Prior Project Sites”) and has leased the Prior Project Sites to the Authority pursuant to a Ground Lease dated as of November 1, 2021, (the “Original Ground Lease”) as previously amended by an Amendment to Ground Lease dated March 1, 2024 (the “First Amendment to Ground Lease”). The County will continue to lease the Prior Projects to the Authority pursuant to the Original Ground Lease as amended by the First Amendment to Ground Lease and as further amended by a Second Amendment to Ground Lease dated as of April 1, 2026 (the “Second Amendment to Ground Lease” and collectively

with the First Amendment to Ground Lease and Original Ground Lease, the “Refunding Project Ground Lease”). The Refunding Project Ground Lease will expire on December 1, 2044 (subject to extension until December 1, 2050 upon the occurrence of certain events). The Authority has assigned all of its rights and interest in the Refunding Ground Lease to the Trustee pursuant to an Original Assignment of Ground Lease Agreement and has created a lien on the Prior Projects pursuant to a Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated as of November 1, 2021 (the “Original Leasehold Deed of Trust”) as previously supplemented by that First Supplement to Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated March 1, 2024 (the “First Supplement to Deed of Trust”), and as shall be further supplemented by a Second Supplement to Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated April 1, 2026 (the “Second Supplement to Deed of Trust” together with the First Supplement to Deed of Trust supplementing the Original Leasehold Deed of Trust the “Refunding Project Deed of Trust”). The Refunding Project Ground Lease, the Original Assignment of Ground Lease and the Refunding Project Deed of Trust shall collectively be referred to as the “Refunding Security Documents”.

The County owns the site on which the Public Administration Project will be constructed and improved (the “Public Administration Project Site”) and will lease the Public Administration Project Site to the Authority pursuant to a Ground Lease dated as of April 1, 2026 (the “2026 Ground Lease”) and which 2026 Ground Lease will expire on December 1, 2045 (subject to extension until December 1, 2050 upon the occurrence of certain events). The Authority will assign all of its rights and interests in the 2026 Ground Lease to the Trustee pursuant to a 2026 Assignment of Ground Lease Agreement ( the “2026 Assignment of Ground Lease”) and will create a lien on the 2026 Project pursuant to a 2026 Leasehold Deed of Trust Assignment of Rents and Security Agreement (the “2026 Deed of Trust”) and any financing statements filed in connection therewith (collectively, the “2026 Security Documents” and together with the “Refunding Security Documents, the “Security Documents”). The Refunding Project Ground Lease and the Series 2026 Ground Lease shall collectively herein be referred to as (the “Ground Lease”). The Original Assignment of Ground Lease and the 2026 Assignment of Ground Lease shall collectively be referred to as the (“Assignment of Ground Lease”). The Refunding Project Deed of Trust and the 2026 Deed of Trust shall collectively be referred to as (the “Leasehold Deed of Trust”).

The Security Documents are being executed for the equal and proportionate benefit of the holders of the Bonds. The Bonds are limited obligations of the Authority payable solely from the Base Rentals (defined below) received by the Authority pursuant to the Lease and other funds or amounts held by the Trustee under the Indenture as security for the Bonds.

#### **Additional Parity Bonds And Refunding Bonds**

Under the Indenture, the Authority may issue Additional Parity Bonds, consisting of Additional Bonds, Refunding Bonds or a combination of both, ranking on a parity with the Bonds. All Additional Parity Bonds will be secured by the lien of the Indenture and the Leasehold Deed of Trust and will rank on a parity with the Bonds. Such Additional Parity Bonds shall be payable solely from the Base Rentals and, if paid by the County, the Purchase Option Price and other amounts derived from the leasing of the 2026 Project or other Projects financed under the Indenture.

So long as the Lease is in effect and no Event of Default under the Indenture or the Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing and certain requirements of the Indenture are satisfied, one or more series of Additional Bonds may be issued for the purpose of financing Costs of Acquisition and Construction of a Project or Projects for the use and benefit of the County and/or one or more Series of Refunding Bonds may be issued for the purpose of refunding Bonds or other obligations of the Authority.

See “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—The Indenture—Additional Parity Bonds.”

#### **NO DEFAULTED AUTHORITY BONDS OR FAILURES BY THE COUNTY TO RENEW LEASE**

*As of the date of this OFFICIAL STATEMENT and since the execution of the Indenture and Lease, the Authority has never failed to pay when due the principal of and interest on its bonded indebtedness and other payment obligations related thereto. As of the date of this OFFICIAL STATEMENT and the County has never failed to renew, or defaulted on any payments due under, any annually renewable lease with the Authority.*

## THE 2026 BONDS

### General

The 2026 Bonds will be dated the date of their original issuance and delivery<sup>1</sup> (the “Dated Date”) and will mature on December 1 of the years and in the amounts as set forth on the inside cover page of this OFFICIAL STATEMENT. The 2025 Bonds will bear interest from their Dated Date at the rates set forth on the inside cover page of this OFFICIAL STATEMENT. Interest on the 2026 Bonds is payable semiannually on each June 1 and December 1, commencing December 1, 2026. Interest on the 2026 Bonds will be computed on a 360–day year basis comprised of 12, 30–day months.

Zions Bancorporation, National Association, is the Bond Registrar (the initial “Bond Registrar”) and Paying Agent for the 2026 Bonds under the Resolution.

The 2026 Bonds will be issued as fully–registered bonds, initially in book–entry form, in the denomination of \$5,000 or any integral multiple thereof, not exceeding the amount of each maturity.

### Plan Of Refunding

The Authority previously issued its \$23,431,000 (original principal amount), Lease Revenue Bonds, Series 2024; currently outstanding in the aggregate principal amount of \$22,615,000. The 2024 Bonds were sold through a private placement. The original proceeds were used for financing a portion of the costs of an expansion to the Court Facilities (described herein). It is anticipated the 2026 Bonds will refund \$22,615,000 of the 2024 Bonds on April 15, 2026 (the “Redemption Date”), as described herein.

A portion of the proceeds of the 2026 Bonds, in the amount of \$22,932,674.50,\* will be used to refund the 2024 Refunded Bonds on the Redemption Date.

The following table sets forth the scheduled maturity dates, principal amounts, redemption price, and other information relating to the 2024 Refunded Bonds:

Scheduled Maturity December 1	Redemption Date	Principal Amount	Interest Rate	Redemption Price
2026.....	April, 15, 2026	\$ 841,000	3.10%	100%
2027.....	April, 15, 2026	867,000	3.20	100
2028.....	April, 15, 2026	895,000	3.30	100
2029.....	April, 15, 2026	924,000	3.40	100
2030.....	April, 15, 2026	955,000	3.50	100
2031.....	April, 15, 2026	989,000	3.60	100
2032.....	April, 15, 2026	1,025,000	3.70	100
2033.....	April, 15, 2026	1,062,000	3.80	100
2034.....	April, 15, 2026	1,103,000	3.90	100
2035.....	April, 15, 2026	1,146,000	4.00	100
2036.....	April, 15, 2026	1,192,000	4.10	100
2037.....	April, 15, 2026	1,240,000	4.20	100
2038.....	April, 15, 2026	1,293,000	4.30	100
2039.....	April, 15, 2026	1,348,000	4.40	100
2040.....	April, 15, 2026	1,407,000	4.50	100
2041.....	April, 15, 2026	1,471,000	4.70	100
2042.....	April, 15, 2026	1,540,000	5.00	100
2043.....	April, 15, 2026	1,617,000	5.15	100
2044.....	April, 15, 2026	<u>1,700,000</u>	5.50	100
Total		<u>\$22,615,000</u>		

(Source: the Municipal Advisor.)

<sup>1</sup> The anticipated date of delivery is Wednesday, April 15, 2026.

\* Preliminary; subject to change.

## **Registration, Denominations, Manner Of Payment**

The 2026 Bonds are issuable only as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository of the 2026 Bonds. Purchases of 2026 Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any whole multiple thereof, through brokers and dealers who are, or who act through, DTC Participants (as defined herein). Beneficial Owners (as defined herein) of the 2026 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the 2026 Bonds. “Direct Participants,” “Indirect Participants” and “Beneficial Owners” are defined in “APPENDIX E—BOOK-ENTRY SYSTEM” below.

Principal of and interest on the 2026 Bonds (interest payable June 1 and December 1 of each year, commencing December 1, 2026) are payable by the Paying Agent, to the Registered Owners of the 2026 Bonds. So long as Cede & Co. is the registered owner of the 2026 Bonds, DTC will, in turn, remit such principal and interest to its Direct Participants, for subsequent disbursements to the Beneficial Owners of the 2026 Bonds, as described in “APPENDIX E—BOOK-ENTRY SYSTEM” below.

So long as DTC or its nominee is the sole registered owner of the 2026 Bonds, neither the Authority, , nor the Trustee will have any responsibility or obligation to any Direct or Indirect Participants of DTC, or the persons for whom they act as nominees, with respect to the payments to or the providing of notice for the Direct Participants, Indirect Participants or the Beneficial Owners of the 2026 Bonds. *Under these same circumstances, references herein and in the Indenture to the “Bondowners” or “Registered Owners” of the 2026 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the 2026 Bonds.*

## **Transfer Or Exchange Of The 2026 Bonds; Regular Record Date**

The Authority shall cause books for the registration and for the transfer of the 2026 Bonds to be kept by the Trustee which is also the Bond Registrar of the Authority.

In the event the book-entry-only system is discontinued, any 2026 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Bond Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2026 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. Upon surrender for transfer of any 2026 Bond at the principal office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Bondholder or his attorney duly authorized in writing, the Authority shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new, fully registered 2026 Bond or 2026 Bonds of the same maturity for a like aggregate principal amount as the 2026 Bond surrendered for transfer. In the event the book-entry system is discontinued, 2026 Bonds may be exchanged at the designated office of the Trustee for a like aggregate principal amount of 2026 Bonds of other authorized denominations of the same maturity. The Authority and the Trustee shall not be required to transfer or exchange any 2026 Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date; (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto; (iii) during the period from and including the day fifteen days prior to the mailing of notice calling any 2026 Bonds for redemption, to and including the date of such mailing; or (iv) at any time following the mailing of notice calling such 2026 Bond for redemption.

The Authority, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each 2026 Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Authority, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of or on account of either principal of or interest on any 2026 Bond shall be made only to or upon order of the Registered Owner thereof or such person’s legal representative, but such registration may be changed as provided in the Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 2026 Bond to the extent of the sum or sums so paid.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of 2026 Bonds of any tax or other governmental charges which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new 2026 Bond shall be delivered.

Regular Record Date means the 15<sup>th</sup> day (whether or not a Business Day) next preceding each Interest Payment Date. The Authority and the Trustee shall not be required to transfer or exchange any Bond: (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date; (ii) during the period from and including the day 15 days prior to any Special Record Date (as herein defined), to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day 15 days prior to the mailing of notice calling any Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Bond for redemption. “Special Record Date” means such date as may be fixed for the payment of defaulted interest on Bonds in accordance with the Indenture. See “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—Indenture—Article I—Definitions.”

### Sources And Uses Of Funds

The proceeds from the sale of the 2026 Bonds are estimated to be applied as set forth below:

	Refunding Portion	New Money Portion	Total
<i>Sources of Funds:</i>			
Par amount of 2026 Bonds.....			
[Net] original issue premium.....	-		
Total .....			
<i>Uses of Funds:</i>			
Deposit to Project Construction Fund.....	-		
Deposit to Current Refunding Account.....			
Successful Bidder's discount.....	-		
Costs of Issuance <sup>(1)</sup> .....	-		
Total .....	-		

(1) Includes legal fees, Trustee, Bond Registrar and Paying Agent fees, Municipal Advisor fees, rating agency fees, rounding amounts and other miscellaneous costs of issuance.

(Source: Municipal Advisor.)

### Redemption Provisions For The 2026 Bonds

*Optional Redemption.* The 2026 Bonds maturing on and after December 1, 2036\* are subject to redemption prior to maturity, in whole or in part, at the option of the Authority on June 1, 2036\* or on any date thereafter, from such maturities or parts thereof as shall be selected by the Authority, at the redemption price of 100% of the principal amount of the 2026 Bonds to be redeemed plus accrued interest (if any) thereon to the redemption date.

*Mandatory Sinking Fund Redemption.* The 2026 Bonds may be subject to mandatory sinking fund redemption at the option of the successful bidder(s).

*Extraordinary Redemption In The Event Of Damage, Destruction Or Condemnation Of The 2026 Project.* The 2026 Bonds are callable for redemption prior to maturity in whole on any date, if (i) the 2026 Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the 2026 Project shall become apparent, or title to or the use of all or any material portion of the 2026 Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing and replacing the 2026 Project, and (iii) the County elects to discharge its obligation to repair and replace the 2026 Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds in the Bond Fund, the payment obligations of the County with respect to the 2026 Project under the Lease will terminate and the County will have no further obligation for the payment of Base Rentals and Additional Rentals under the Indenture, and possession of the 2026 Project shall be surrendered to the Authority and all right, title and interest of the County and the Authority in any funds or accounts created under the Indenture (except for amounts held in the Rebate Fund or for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Trustee, as trustee for the Bondholders. Thereafter, the Indenture and the Leasehold Deed of Trust may, subject to the limitations of the Indenture, be foreclosed and the Authority’s interest in the 2026 Project and any Prior Project liquidated and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so de-

\* Preliminary; subject to change.

posited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed outstanding), shall be proportionally applied to the redemption of the Bonds at the earliest date practicable, as specified in a written notice from the Authority to the Trustee. Such redemption of the 2026 Bonds shall be made upon payment of the principal amount of the 2026 Bonds then Outstanding, plus accrued interest thereon, all in accordance with the Indenture. In the event there are moneys remaining in the Bond Fund after payment in full of all Bonds of said Series issued under the Indenture, the Trustee is authorized and directed to transfer said moneys to the County. *In the event that the 2026 Bonds are redeemed subsequent to the occurrence of an event described in this paragraph by payment of an amount less than the outstanding principal amount thereof and accrued interest to the redemption date, no further claim for payment may be had by the holders of the 2026 Bonds against the Authority, the County or the Trustee.*

*Selection for Redemption.* If less than all 2026 Bonds of any maturity are to be redeemed, the particular 2026 Bonds or portion of 2026 Bonds of such maturity to be redeemed will be selected at random by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered 2026 Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or a whole multiple thereof, and in selecting portions of such 2026 Bonds for redemption, the Bond Registrar will treat each such 2026 Bond as representing that number of 2026 Bonds of \$5,000 denomination that is obtained by dividing the principal amount of such 2026 Bond by \$5,000.

*Notice of Redemption.* Notice of redemption will be given by the Bond Registrar by first class mail, not less than 30 nor more than 60 days prior to the redemption date, to the Registered Owner of each 2026 Bond that is subject to redemption, at the address of such owner as it appears on the registration books of the Bond Registrar. Each notice of redemption will state descriptive information needed to accurately identify the 2026 Bonds being redeemed, the redemption date, the place of redemption, the redemption price and, if less than all of the 2026 Bonds are to be redeemed, the respective principal amounts thereof to be redeemed, and will also state that the interest on the 2026 Bonds in such notice designated for redemption will cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of the 2026 Bonds to be redeemed the principal thereof and interest accrued thereon to the redemption date.

If at the time of mailing of any notice of redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the 2026 Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of redemption moneys with the Trustee not later than the opening of business on the redemption date and that such notice will be of no effect unless such moneys are so deposited. Any notice mailed will be conclusively presumed to have been duly given, whether or not the Bondowner receives such notice. Failure to give such notice or any defect therein with respect to any 2026 Bond will not affect the validity of the proceedings for redemption with respect to any other 2026 Bond.

In addition to the foregoing notice, further notice of such redemption will be given by the Bond Registrar to at least one national information services as provided in the Indenture, but no defect in such further notice nor any failure to give all or any portion of such notice will in any manner affect the validity of a call for redemption if notice thereof is given as prescribed above and in the Indenture.

*For so long as a book-entry system is in effect with respect to the 2026 Bonds, the Bond Registrar will mail notices of redemption to DTC or its successor. Any failure of DTC to convey such notice to any Direct Participants or any failure of the Direct Participants or Indirect Participants to convey such notice to any Beneficial Owner will not affect the sufficiency of the notice or the validity of the redemption of 2026 Bonds.*

### **Book-Entry System**

DTC will act as securities depository for the 2026 Bonds. The 2026 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered 2026 Bond certificate will be issued for each maturity of the 2026 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or a "fast agent" of DTC. See "APPENDIX E—BOOK-ENTRY SYSTEM" for a more detailed discussion of the book-entry system and DTC.

## Debt Service On The 2026 Bonds

*Debt Service based on Base Rental Payment Schedule.* The Lease requires semi-annual Base Rental payments to be made by the County to the Authority (on May 15 and November 15 of each year), which Base Rentals have been assigned to the Trustee pursuant to the Indenture. Bond principal and/or interest payments are then paid by the Trustee on June 1 and December 1. The following table shows scheduled debt service on the 2026 Bonds based on Base Rental payments dates.

Base Rental Payment Date	2026 Bonds*		Period Total	Fiscal Total
	Principal*	Interest		
November 15, 2026.....	\$2,055,000.00			
May 15, 2027.....	0.00			
November 15, 2027.....	1,400,000.00			
May 15, 2028.....	0.00			
November 15, 2028.....	1,465,000.00			
May 15, 2029.....	0.00			
November 15, 2029.....	1,535,000.00			
May 15, 2030.....	0.00			
November 15, 2030.....	1,615,000.00			
May 15, 2031.....	0.00			
November 15, 2031.....	1,700,000.00			
May 15, 2032.....	0.00			
November 15, 2032.....	1,780,000.00			
May 15, 2033.....	0.00			
November 15, 2033.....	1,865,000.00			
May 15, 2034.....	0.00			
November 15, 2034.....	1,965,000.00			
May 15, 2035.....	0.00			
November 15, 2035.....	2,060,000.00			
May 15, 2036.....	0.00			
November 15, 2036.....	2,165,000.00			
May 15, 2037.....	0.00			
November 15, 2037.....	2,270,000.00			
May 15, 2038.....	0.00			
November 15, 2038.....	2,385,000.00			
May 15, 2039.....	0.00			
November 15, 2039.....	2,505,000.00			
May 15, 2040.....	0.00			
November 15, 2040.....	2,630,000.00			
May 15, 2041.....	0.00			
November 15, 2041.....	2,765,000.00			
May 15, 2042.....	0.00			
November 15, 2042.....	2,900,000.00			
May 15, 2043.....	0.00			
November 15, 2043.....	3,015,000.00			
May 15, 2044.....	0.00			
November 15, 2044.....	3,140,000.00			
May 15, 2045.....	0.00			
November 15, 2045.....	<u>1,575,000.00</u>			
Totals.....	<u>\$42,790,000.00</u>			

\* Preliminary; subject to change.

(Source: the Municipal Advisor.)

**MUNICIPAL BUILDING AUTHORITY OF  
WASATCH COUNTY, UTAH**

**Establishment And Statutory Powers**

On May 31, 1990, the governing body of the County created the Authority as a nonprofit corporation in accordance with the provisions of the Building Authority Act. The Authority is to be of perpetual duration as set forth in its Articles of Incorporation. The Authority has no full-time employees or other personnel other than its governing board as described below. The Authority has no property, money or other assets, except for the 2026 Project as described in this OFFICIAL STATEMENT. The principal place of business of the Authority is in the County offices at the address shown under “INTRODUCTION—Contact Persons” above.

The Authority has been incorporated for the purpose of acquiring, improving or extending one or more projects and financing and/or refinancing their costs on behalf of the County in accordance with the procedures and subject to the limitations of the Building Authority Act, in order to accomplish the public purposes for which the County exists.

The Authority has all of the powers provided for in the Building Authority Act and in the Constitution and other laws of the State. The Authority may not, however, undertake any of the activities provided for in its Articles of Incorporation without prior authorization therefor by the governing body of the County. The Authority has been organized as a nonprofit corporation and its Articles of Incorporation expressly require that it remain a nonprofit corporation.

The Authority may not be dissolved unless all of its outstanding bonds and other obligations are paid in full as to principal, interest and redemption premiums, if any, or unless provision for the payment of the same when due has been made. Whenever bonds, notes or other evidences of indebtedness issued by the Authority are satisfied, discharged and retired, title to all real and personal property financed with the proceeds of such bonds, notes or other evidences of indebtedness is required to be transferred to the County.

Under the Building Authority Act, the Authority has the power to: (i) acquire one or more projects, which, by definition, means that it may obtain or gain property of every kind or nature which a public body is authorized or permitted by law to own, and it may otherwise improve or extend such a project or projects and finance their costs on behalf of the public body which created the Authority in order to accomplish the public purposes for which the public body exists; (ii) enter into leasing contracts with the County with respect to projects which the Authority has acquired, improved or extended or will acquire, improve or extend on behalf of the County; (iii) issue and sell its bonds for the purpose of financing and refinancing the cost of acquiring, improving or extending a project; and (iv) exercise other powers as enumerated in the Building Authority Act, all in accordance with and subject to the specific requirements of the Building Authority Act with respect to such powers.

**Organization**

According to the bylaws of the Authority, the affairs of the Authority are managed by a Board of Trustees. The Board of Trustees consists of all members of the County Council as may from time to time serve. Each Trustee serves on the Board of Trustees until death, incapacity or removal from the County Council either by expiration of term or otherwise. Whenever a member of the County Council shall cease to be a member of the County Council, such member’s successor, upon election and qualifying for office, thereupon becomes a member of the Board of Trustees. See “WASATCH COUNTY, UTAH—Form of Government” for a list of the current members of the County Council.

Office	Person	Years In Position	Expiration of Current Term
Chair and Trustee	Karl McMillan	3	January 4, 2027
Vice Chair and Trustee	Erik Rowland	3	January 4, 2027
Treasurer and Trustee <sup>(1)</sup>	Colleen Bonner	1	January 1, 2029
Trustee	Kendall Crittenden	21	January 1, 2029
Trustee	Mark Nelson	9	January 1, 2029
Trustee	Spencer Park	9	January 4, 2029
Trustee	Luke Searle	3	January 4, 2027
Secretary/Treasurer	Joey Granger	5	January 4, 2027

## Debt Issuance Of Lease Revenue Bonds

The Authority's debt does not constitute debt within the meaning of any constitutional provision or statutory limitation which is applicable to the County.

As of the date of this OFFICIAL STATEMENT, the Authority has the following lease revenue bonds outstanding:

Series	Purpose	Original Principal Amount	Maturity Date	Current Principal Outstanding
2026 <sup>(1)</sup>	Courts and refunding	\$42,790,000	December 1, 2045	\$42,790,000
2024 <sup>(2)</sup>	Building	23,431,000	April 15, 2026 <sup>(3)</sup>	0
2021	Refunding	4,700,000	December 1, 2030	<u>2,810,000</u>
Total lease revenue bonds outstanding				<u>\$45,600,000</u>

- (1) Preliminary; subject to change. For the purpose of this OFFICIAL STATEMENT, the 2026 Bonds will be considered issued and outstanding, and the 2024 Bonds will be treated as refunded. Rated “\_” (S&P Global Ratings, as of the date of this OFFICIAL STATEMENT).
- (2) The outstanding 2024 Bonds, in the amount of \$22,615,000, will be refunded by the 2026 Bonds. As of the date of this OFFICIAL STATEMENT, the 2024 Bonds are considered refunded.
- (3) Final maturity date after the 2024 Bonds are considered refunded.

(Source: the Municipal Advisor.)

## Debt Service Schedule Of Lease Revenue Bonds Outstanding By Fiscal Year

Fiscal Year Ending 12/31	Series 2026 \$42,790,000*		Series 2024 \$23,431,000		Series 2021 \$4,700,000		Total Debt Service		
	Principal*	Interest <sup>(1)</sup>	Principal	Interest	Principal	Interest	Total Principal	Total Interest	Total Debt Service
2026	\$2,055,000	\$ 1,281,334	\$ 0	\$ 0 <sup>(2)</sup>	\$ 520,000	\$112,400	\$ 2,575,000	\$ 1,393,734	\$ 3,968,734
2027	1,400,000	1,938,313	0	0 <sup>(2)</sup>	540,000	91,600	1,940,000	2,029,913	3,969,913
2028	1,465,000	1,868,313	0	0 <sup>(2)</sup>	560,000	70,000	2,025,000	1,938,313	3,963,313
2029	1,535,000	1,795,063	0	0 <sup>(2)</sup>	585,000	47,600	2,120,000	1,842,663	3,962,663
2030	1,615,000	1,718,313	0	0 <sup>(2)</sup>	605,000	24,200	2,220,000	1,742,513	3,962,513
2031	1,700,000	1,637,563	0	0 <sup>(2)</sup>	-	-	1,700,000	1,637,563	3,337,563
2032	1,780,000	1,552,563	0	0 <sup>(2)</sup>	-	-	1,780,000	1,552,563	3,332,563
2033	1,865,000	1,463,563	0	0 <sup>(2)</sup>	-	-	1,865,000	1,463,563	3,328,563
2034	1,965,000	1,370,313	0	0 <sup>(2)</sup>	-	-	1,965,000	1,370,313	3,335,313
2035	2,060,000	1,272,063	0	0 <sup>(2)</sup>	-	-	2,060,000	1,272,063	3,332,063
2036	2,165,000	1,169,063	0	0 <sup>(2)</sup>	-	-	2,165,000	1,169,063	3,334,063
2037	2,270,000	1,060,813	0	0 <sup>(2)</sup>	-	-	2,270,000	1,060,813	3,330,813
2038	2,385,000	947,313	0	0 <sup>(2)</sup>	-	-	2,385,000	947,313	3,332,313
2039	2,505,000	828,063	0	0 <sup>(2)</sup>	-	-	2,505,000	828,063	3,333,063
2040	2,630,000	702,813	0	0 <sup>(2)</sup>	-	-	2,630,000	702,813	3,332,813
2041	2,765,000	571,313	0	0 <sup>(2)</sup>	-	-	2,765,000	571,313	3,336,313
2042	2,900,000	433,063	0	0 <sup>(2)</sup>	-	-	2,900,000	433,063	3,333,063
2043	3,015,000	317,063	0	0 <sup>(2)</sup>	-	-	3,015,000	317,063	3,332,063
2044	3,140,000	196,463	0	0 <sup>(2)</sup>	-	-	3,140,000	196,463	3,336,463
2045	<u>1,575,000</u>	<u>66,938</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,575,000</u>	<u>66,938</u>	<u>1,641,938</u>
Totals	<u>\$42,790,000</u>	<u>\$22,190,297</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$2,810,000</u>	<u>\$345,800</u>	<u>\$45,600,000</u>	<u>\$22,536,097</u>	<u>\$68,136,097</u>

\* Preliminary; subject to change.

- (1) Preliminary; subject to change. Interest has been calculated at 4.63% per annum.
- (2) Principal and interest to be refunded by the 2026 Bonds.

(Source: the Municipal Advisor.)

## **Future Issuance Of Lease Revenue Bonds**

The Authority does not anticipate the issuance of additional lease revenue bonds for the 2026 Project or any additional future Projects within the next three years, but reserves the right to issue Additional Parity Bonds as specified in the Indenture.

## **THE PROJECTS**

### **The Projects Financed With Bonds**

Set forth below is a brief description of the Projects, consisting, of the Public Administrative Building and the Wasatch County Courts Expansion (defined herein), each of which was financed or refinanced with proceeds of the 2026 Bonds and the Outstanding Parity Bonds.

The Public Administrative Building is planned to house the Wasatch County Council, elected tax officials, the County Manager, and various offices and administrative departments under their authority. The building will also house the Wasatch County offices of the Utah Driver License Division, Utah Department of Motor Vehicles, and Heber Valley Tourism and Economic Development.

The Public Administrative Building and its ancillary support building provide 63,266 square feet to functionally replace the existing administration building constructed on main street in 1968. The County purchased the 20.45 acres site property as undeveloped agricultural land adjacent to Southfield Park and the Event Center (defined herein) in 2010 and 2013. The site property has been farmed through a lease agreement since the land was purchased, and agricultural use will continue on the 9.53 undeveloped acres of the site. The Public Administrative Building is expected to meet the County's administrative needs for the next 30 years as well as provide opportunity for further investment that can integrate the county's services, largest park, event center, and regional transportation into a single site. Furthermore, the County's new construction reflects its commitment to sustainability by incorporating EV charging stations, an energy-efficient ground-source heat pump system, and using mass timber construction materials, reducing environmental impact.

The Authority issued its 2024 Bonds to finance the Wasatch County Courts Expansion described in detail below. As previously stated, proceeds from the 2026 Bonds will be used to refund all of the 2024 Bonds that were used to finance the Wasatch County Courts Expansion.

*Wasatch County Courts Expansion.* The County issued its 2024 Bonds for an expansion of the Public Safety Complex (defined herein) by adding 22,000 square feet and remodeling 12,000 square feet of the Court Facilities. This addition includes two additional courtrooms for State use, office space for the County Attorney and staff, and additional office space for existing functions. The State will use the expanded area pursuant to the State Sublease, described above. The County completed the expansion of the additions in 2025 and expects the entire expansion to be fully completed in 2026.

The Authority issued its 2021 Bonds to refund certain then-outstanding bonds of the Authority and refinance certain projects of the Authority including a portion of a Court Facilities, The Recreation Facilities, and the Events Center Facilities, each of which are described in more detail below.

*The Court Facilities.* The County Public Safety Complex (the "Public Safety Complex") was constructed in 1995 on land owned by the County. The majority of the Public Safety Complex was financed from proceeds of general obligation bonds issued by the County in 1993. The Public Safety Complex is located on the outskirts of Heber City, the County Seat of the County. The Public Safety Complex houses the County Jail, County Sheriff's offices, District Court, and Justice Court. The Court Facilities are a portion of the Public Safety Complex and were originally funded from the proceeds of bonds issued by the Authority in 1995. The Court Facilities consist of courtroom and appurtenant court offices for judges, clerks, bailiffs and holding areas for prisoners awaiting appearance in court, all located within the Public Safety Complex. The Court Facilities are subleased to the State Administrative Office of the Courts under an annually renewable sublease (the "State Sublease"). The State agrees under the State Sublease to pay certain operation and maintenance costs of the Court Facilities as well as insurance premiums and janitorial services. The sublease rental payments are subject to annual legislative appropriation by the Utah Legislature. The Court Facilities were originally constructed to meet the needs of the County and the

State in Heber City through 2016. The Court Facilities were put into use in 1996, and the State has made lease payments with respect to the Court Facilities since that date.

*The Recreation Facilities.* The Recreation Facilities consist of the Wasatch County Recreation Center. The Wasatch County Recreation Center is 138,000-square-foot recreational center that features six full-size basketball courts, four racquetball courts, indoor batting cages, two tennis courts, two large turf areas, putting green, indoor running/walking track, and classrooms. The Recreation Facilities were put into use in 2009, and the County has made lease payments with respect to the Recreation Facilities since that date.

*The Event Center Facilities.* The Event Center Facilities consist of the Wasatch County Special Event Center (the “Event Center”). The main building of the Event Center was completed in 2006 and is a 48,000 square-foot indoor arena with 1,850 permanent seats. In 2010, proceeds from bonds issued by the Authority financed the addition of an outdoor arena, and in 2011 indoor animal stalls and a warm-up arena were added. The Event Center hosts a variety of sports events, concerts and community events. The Event Center Facilities were first put into use in 2007, and the County has made lease payments with respect to the Event Center Facilities since that date.

### **The Projects As Security For The Bonds**

The Bonds are secured by the lien of the Indenture, the Leasehold Deed of Trust and the Lease, subject to the terms, conditions, limitations and exceptions set forth therein. Upon the occurrence of an Event of Default under the Indenture or the occurrence of an Event of Nonappropriation under the Lease, the County shall be required to surrender and vacate the Projects, the Trustee shall have all rights and remedies to take possession of the Projects as trustee for the benefit of the Beneficial Owners of the Bonds, and the Trustee may exercise various remedies against or with respect to Projects under the Indenture and the Lease for the proportionate benefit of the Beneficial Owners of the 2026 Bonds. See “INVESTMENT CONSIDERATIONS—Destruction Of A Project” and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—The Lease and The Indenture” above. Under the Lease, an Event of Nonappropriation will occur if the County Council fails or refuses to specifically appropriate moneys sufficient to pay the Rentals with respect to all or any portion of the Projects coming due in any Fiscal Year under the Lease.

### **Release Of The Projects Upon Payment Of The Bonds**

Pursuant to the Lease, the County has the option of refinancing such portion of a Project in advance of the final maturity of Bonds issued to finance a Project. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under the Lease, a Project may be released as security for Bonds and may be transferred to the County if (i) the County shall deposit with the Trustee the Purchase Option Price for the Project; and (ii) there shall have been delivered to the Trustee an opinion of nationally-recognized bond counsel to the effect that the release of the Project or Prior Project will not adversely affect the excludability of interest on the Bonds from the federal gross income of the owners thereof.

### **Maintenance On The Projects**

The County has agreed in the Lease, at its own expense, to maintain, manage and operate the Projects and all improvements thereon in good working order, condition and repair, and to pay all costs associated therewith. As provided in the Lease, the Authority, the Trustee and the Bondowners have no obligation to incur any expense of any kind or character for the management, operation, or maintenance of the Projects during the term of the Lease. See “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—The Lease—Article IX—Maintenance; Taxes; Insurance and Other Charges—Section 9.1—Maintenance of the Projects by the County.”

## **WASATCH COUNTY, UTAH**

### **General**

The County encompasses 1,194 square miles of land and had approximately 37,858 residents in 2024 according to the 2024 U.S. Bureau of the Census estimate. Heber City is the county seat of the County. The City was incorporated in 1889, and covers an area of approximately seven square miles. Heber City had 19,042 residents in 2024 according to the U.S. Census Bureau estimates.

The County is located in central Utah, in the center of the Wasatch Mountains from which its name is derived and is situated approximately 45 miles southeast of Salt Lake City, approximately 15 miles south of Park City (of which a portion lies within the County’s boundaries), and approximately 30 miles east of the City of Provo. The County is mostly mountainous with elevations generally in excess of 5,000 feet, and several peaks in the County exceed 10,000 feet. With close proximity to several nationally recognized ski resorts and year-round recreational destinations located in and around the Park City area, these recreational amenities contribute to the County’s tourism-based economy and serve as significant regional economic drivers.

Because of its topographical features, most of the County’s population is centered in Heber Valley. The Provo River runs through Heber Valley and provides water for the Jordanelle and Deer Creek Reservoirs which form two large bodies of irrigation and culinary water for use by the metropolitan areas in Utah and Salt Lake Counties.

**Form Of Government**

The County is currently governed by an elected seven-member county council (the “County Council”), a county manager (the “County Manager”) appointed by the County Council, and such other officers and employees as are authorized by law. The County Manager is the administrative head of the County government and has the powers, functions, and duties of a county executive, except: (i) as the County Council otherwise provides by ordinance; and (ii) that the County Manager may not veto any ordinances enacted by the County Council. In the council-manager form of county government, the legislative powers of the county are vested in the county council, and the executive powers of the county are vested in the county manager. One of the primary purposes of this form of government is to provide a greater separation of executive and legislative powers than exists under the county commission form of government.

The current members of the County Council, elected County officials, and the County administration, their respective tenures with the County and the expiration dates of their current terms are as follows:

Title/Position	Person	Years In Position	Expiration of Current Term
Council Chair	Karl McMillan	3	January 4, 2027
Council Vice Chair	Erik Rowland	3	January 4, 2027
Councilmember	Colleen Bonner	1	January 1, 2029
Councilmember	Kendall Crittenden	21	January 1, 2029
Councilmember	Mark Nelson	9	January 1, 2029
Councilmember	Spencer Park	9	January 1, 2029
Councilmember	Luke Searle	3	January 4, 2027
Assessor	Bob Adams	1	January 1, 2029
Attorney	Scott Sweat	23	January 4, 2027
Clerk–Auditor	Joey D. Granger	5	January 4, 2027
Recorder	Marcy Murray	5	January 1, 2029
Surveyor	James Kaiserman	23	January 1, 2029
Sheriff	Jared Rigby	7	January 4, 2027
Treasurer	Amber Gibbs	1	January 1, 2029
County Manager	Dustin Grabau	4	Appointed
Finance Director	Randy Bates	2	Appointed

(Source: the County.)

**Services Provided**

The County provides services to incorporated and unincorporated areas within the County. Some of the most important of these services are as follows:

Countywide services. Tax assessment, tax collection, tax distribution, tax equalization, auditing, budgeting, accounting, investment, surveying, recording, marriage licenses, passports, jail services, criminal justice support, prosecution, civil services, ordinance enactment and enforcement, aging services, health, mental health, libraries, senior citizens, parks and recreation, police protection, fire protection, criminal justice and youth services, fine arts, sanitation, emergency 911, administration and support services to county operations and flood control.

Unincorporated area services. Animal services, justice courts, street lighting, highways, planning and zoning, traffic engineering, development services, and business licenses.

### **Employee Workforce And Retirement System; No Post–Employment Benefits**

*Employee Workforce and Retirement System.* The County approximately employs 236 full–time employees. The County participates in cost–sharing multiple employer defined benefit pension plans covering public employees of the State and employees of participating local government entities administered by the Utah State Retirement Systems (“URS”). The retirement system provides retirement benefits, a deferred compensation plan, annual cost of living adjustment and death benefits to plan members and beneficiaries in accordance with retirement statutes.

For a detailed discussion regarding retirement benefits and contributions See “APPENDIX B—BASIC FINANCIAL STATEMENTS OF WASATCH COUNTY, UTAH FOR FISCAL YEAR 2024—Notes to the Financial Statements—Note 6. Employee Retirement Plans” (audit page–30).

*No Post–Employment Benefits.* As of the date of this OFFICIAL STATEMENT, the County does not offer any other post–employment benefits.

### **Risk Management And Insurance; Cybersecurity**

The County manages its risks through the purchase of a general insurance coverage policy through a local independent insurance agency. As of the date of this OFFICIAL STATEMENT, all policies are current and in force. The County believes its risk management policies and coverages are normal and within acceptable coverage limits for the type of services the County provides. The County manages its workers compensation program through the Utah Counties Insurance Pool (a public entity risk pool). *The County believes its risk management policies and coverages are normal and within acceptable coverage limits for the type of services the County provides.*

*Cybersecurity.* Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the County’s systems technology for the purposes of misappropriating assets or information or causing operational disruption and damage. To mitigate the risk of business operations impact and/or damage by cybersecurity incidents or cyber-attacks, the County invests in multiple forms of cybersecurity and operational safeguards, including cybersecurity insurance coverage.

### **Investment Of Funds**

*The State Money Management Act.* The State Money Management Act, Title 51, Chapter 7 of the Utah Code (the “Money Management Act”), governs and establishes criteria for the investment of all public funds held by public treasurers in the State. The Money Management Act provides a limited list of approved investments, including qualified in–state and permitted out–of–state financial institutions, obligations of the State and political subdivisions of the State, U.S. Treasury and approved federal government agency and instrumentality securities, certain investment agreements and repurchase agreements and investments in corporate securities meeting certain ratings requirements. The Money Management Act establishes the State Money Management Council (the “Money Management Council”) to exercise oversight of public deposits and investments. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The County is currently complying with all of the provisions of the Money Management Act for all County operating funds.

*The Utah Public Treasurers’ Investment Fund.* A significant portion of County funds may be invested in the Utah Public Treasurers Investment Fund (“PTIF”). The PTIF is a local government investment fund, established in 1981, and managed by the State Treasurer. All investments in the PTIF must comply with the Money Management Act and rules of the Money Management Council. The PTIF invests primarily in money market securities. Securities in the PTIF include certificates of deposit, commercial paper, short–term corporate notes, and obligations of the U.S. Treasury and securities of certain agencies of the federal government. By policy, the maximum weighted average adjusted life of the portfolio is not to exceed 90 days and the maximum final maturity of any security purchased by the PTIF is limited to five years. Safekeeping and audit controls for all investments owned by the PTIF must comply with the Money Management Act.

All securities purchased are delivered versus payment to the custody of the State Treasurer or the State Treasurer’s safekeeping bank, assuring a perfected interest in the securities. Securities owned by the PTIF are completely segregated from securities owned by the State. The State has no claim on assets owned by the PTIF except for any investment of State moneys in the PTIF. Deposits are not insured or otherwise guaranteed by the State.

Investment activity of the State Treasurer in the management of the PTIF is reviewed monthly by the Money Management Council and is audited by the State Auditor. The PTIF is not rated.

See “APPENDIX B—BASIC FINANCIAL STATEMENTS OF WASATCH COUNTY, UTAH FOR FISCAL YEAR 2024—Notes to the Financial Statements—Note 2. Deposits and Investments” (audit page 22).

**Population**

Growth within the County and State are as follows:

	Wasatch County	% Change From Prior Period	State of Utah	% Change From Prior Period
2024 Census estimate <sup>(1)</sup> .....	37,858	8.8	3,506,838	7.2
2020 Census.....	34,788	47.8	3,271,616	18.4
2010 Census.....	23,530	54.7	2,763,885	23.8
2000 Census.....	15,215	50.8	2,233,169	29.6
1990 Census.....	10,089	18.4	1,722,850	17.9

(1) U.S. Bureau of the Census estimates for July 1, 2024. Percentage change is calculated from the 2020 Census.  
(Source: U.S. Department of Commerce, Bureau of the Census.)

**Rate Of Unemployment—Annual Average**

Year	Wasatch County	State of Utah	United States
2025 <sup>(1)</sup> .....	3.0%	3.5%	4.4%
2024.....	2.8	3.2	4.0
2023.....	2.3	2.7	3.6
2022.....	2.2	2.4	3.6
2021.....	2.7	2.8	5.4

(1) Preliminary, subject to change; as of September 2025—seasonally not adjusted.  
(Source: Utah Department of Workforce Services.)

(The remainder of this page has been intentionally left blank.)

## Labor Force, Nonfarm Jobs, And Wages Within Wasatch County

	Calendar Year					% change from prior year				
	2025 <sup>(2)</sup>	2024	2023	2022	2021	2024-25 <sup>(3)</sup>	2023-24	2022-23	2021-22	2020-21
Civilian labor force	20,649	20,335	20,011	19,091	18,213	1.8	1.6	4.8	4.8	3.6
Employed persons	20,070	19,766	19,546	18,665	17,716	2.2	1.1	4.7	5.4	7.4
Unemployed persons	579	569	465	426	497	(11.3)	22.4	9.2	(14.3)	(54.2)
Total private sector (average annual employed persons)										
Industry total <sup>(1)</sup>	77	0	65	0	0	n/a	(100.0)	n/a	n/a	n/a
Agriculture, Forestry, Fishing & Hunting	0	0	8	9	0	n/a	(100.0)	(11.1)	n/a	n/a
Mining	106	105	11	103	98	(0.9)	854.5	(89.3)	5.1	3.2
Utilities	2,180	2,018	1,948	2,201	1,914	8.9	3.6	(11.5)	15.0	3.6
Construction	625	640	525	502	457	(4.3)	21.9	4.6	9.8	7.3
Manufacturing	258	283	208	223	218	12.7	36.1	(6.7)	2.3	6.3
Wholesale trade	1,408	1,421	1,398	1,381	1,361	0.5	1.6	1.2	1.5	7.8
Retail trade	389	355	202	349	349	17.5	75.7	(42.1)	0.0	15.2
Transportation and warehousing	73	70	81	88	77	7.4	(13.6)	(8.0)	14.3	11.6
Information	209	197	185	188	203	5.6	6.5	(1.6)	(7.4)	13.4
Finance and insurance	262	254	264	232	202	5.2	(3.8)	13.8	14.9	4.7
Real estate, rental and leasing	785	756	692	664	602	7.5	9.2	4.2	10.3	12.7
Professional, scientific, and technical services	50	52	48	48	46	(7.4)	8.3	0.0	4.3	27.8
Management of companies and enterprises	509	464	656	424	410	6.0	(29.3)	54.7	3.4	7.6
Admin., support, waste mgmt., remediation	1,266	1,177	1,238	1,217	1,188	5.1	(4.9)	1.7	2.4	6.5
Education services	1,432	1,355	1,262	1,133	1,063	6.0	7.4	11.4	6.6	1.6
Health care and social assistance	473	490	560	416	476	(2.1)	(12.5)	34.6	(12.6)	20.8
Arts, entertainment, and recreation	1,333	1,391	1,482	1,548	1,417	(4.2)	(6.1)	(4.3)	9.2	16.5
Accommodation and food services	396	372	302	314	298	7.0	23.2	(3.8)	5.4	8.0
Other services	659	685	648	610	639	(7.2)	5.7	6.2	(4.5)	5.4
Public administration	10,375	10,057	10,105	9,702	9,051	3.9	(0.5)	4.2	7.2	8.9
Total public sector (average)	2,165	2,112	2,073	1,999	2,012	0.9	1.9	3.7	(0.6)	5.1
Federal	58	55	53	53	52	11.5	3.8	0.0	1.9	(5.5)
State	246	305	329	324	351	(23.8)	(7.3)	1.5	(7.7)	8.7
Local	1,860	1,753	1,691	1,622	1,610	5.0	3.7	4.3	0.7	4.7
Total payroll (in millions)	\$177.2	\$690.8	\$661.5	\$614.3	\$526.2	10.0	4.4	7.7	16.7	8.8
Average monthly wage	\$4,710	\$4,370	\$4,527	\$4,376	\$3,964	6.4	(3.5)	3.5	10.4	0.6
Average employment	12,540	12,170	12,178	11,701	11,063	3.3	(0.1)	4.1	5.8	8.2
Establishments	1,677	1,666	1,586	1,546	1,547	1.2	5.0	2.6	(0.1)	8.3

(1) Industry total includes public and private industry.

(2) Calendar Year 2025 information is as of second quarter 2025.

(3) Percent changes compared to the second quarter 2024.

(Source: Utah Department of Workforce Services; compiled by the Municipal Advisor.)

**Personal Income; Per Capita Personal Income; Median Household Income Within Wasatch County And The State Of Utah**

	Calendar Year				
	2024	2023	2022	2021	2020
<i>Total Personal Income (in \$1,000's) <sup>(1)</sup>:</i>					
Wasatch County	\$3,688,442	\$3,473,578	\$3,183,070	\$2,872,574	\$2,424,761
% change from prior year	6.2	9.1	10.8	18.5	14.8
State of Utah	235,907,386	222,237,811	206,055,695	194,799,076	169,991,561
% change from prior year	6.2	7.9	5.8	14.6	9.2
<i>Total Per Capita Personal Income<sup>(1)</sup>:</i>					
Wasatch County	\$97,428	\$93,118	\$86,659	\$79,228	\$69,154
% change from prior year	4.6	7.5	9.4	14.6	11.3
State of Utah	67,333	64,544	60,765	58,328	51,762
% change from prior year	4.3	6.2	4.2	12.7	7.5
<i>Median Household Income <sup>(2)</sup>:</i>					
Wasatch County	\$130,021	\$121,397	\$115,793	\$102,206	\$87,098
% change from prior year	7.1	4.8	13.3	17.3	(5.5)
State of Utah	\$96,658	93,030	88,531	79,449	77,785
% change from prior year	3.9	5.1	11.4	2.1	2.7

(1) U.S. Bureau of Economic Analysis: County personal income and per capita income; 2024 financial information is currently inaccessible as a result of lingering effects from the federal government shutdown.

(2) U.S. Census Bureau American Community Survey; one-year estimates.

**Construction Within Wasatch County**

Calendar Year	New			Additions, Alterations and Repairs		Total Construction Value	
	New Units	Residential Value (\$000)	New Non-residential Value (\$000)	Residential Value (\$000)	New Non-residential Value (\$000)	Value (\$000)	% change from prior period
2025 <sup>(1)</sup>	903	\$430,914.8	\$111,717.7	\$15,559.4	\$20,202.6	\$578,394.50	27.1
2024	1,245	510,532.2	57,436.5	24,912.2	30,413.7	623,294.54	15.0
2023	1,195	424,958.8	77,958.5	27,747.1	11,302.3	541,966.67	7.9
2022	1,224	408,521.9	33,158.5	50,369.6	10,343.2	502,393.15	9.7
2021	1,203	410,622.6	25,790.7	12,079.2	9,472.6	457,965.10	171.9

(1) Information as of September 2025; percent change compared to September 2024 Total Construction Value of \$455,035.6 (in \$000).

(Source: University of Utah Kem C. Gardner Policy Institute, Ivory-Boyer Utah Report and Database.)

**Sales Taxes Within Wasatch County And The State Of Utah**

	Calendar Year				
	2024	2023	2022	2021	2020
<i>Taxable Sales (in \$1,000's):</i>					
Wasatch County	\$1,396,466	\$1,319,428	\$1,309,089	\$1,108,691	\$889,490
% change from prior year	5.8	0.8	18.1	24.6	20.5
State of Utah	105,190,984	102,657,374	100,893,345	90,105,222	74,730,706
% change from prior year	2.5	1.7	12.0	20.6	8.4

(Source: Utah State Tax Commission.)

**Sales Taxes Within Wasatch County And The State Of Utah—continued**

	<b>Fiscal Year</b>				
	2025	2024	2023	2022	2021
Local Sales and Use Tax Distribution:					
Wasatch County (and all cities)	\$12,095,675	\$11,641,858	\$11,236,130	\$10,481,786	\$8,694,579
% change from prior year	0.7	2.1	2.5	11.0	16.1
State of Utah	1,024,219,141	1,017,614,049	977,924,258	932,212,364	784,024,083
% change from prior year	0.6	4.1	4.9	18.9	14.4

(Source: Utah State Tax Commission.)

**Largest Employers Of The County**

Major employers (over fifty employees) in the County area include:

Firm	Industry	Annual Average Employment
Wasatch County School District	Public Education	1,000-1,999
Wasatch County	County Government	250-499
Heber Valley Medical Center	Health Care	250-499
Smith's Food & Drug	Supermarkets	250-499
Summit Line Construction	Utility System Construction	100-249
State of Utah	State Government	100-249
Wal-Mart Associates	Warehouse Clubs/Supercenters	100-249
Redmond Minerals	Food Manufacturing	100-249
Red Ledges Golf Club	Amusement and Recreation	100-249
Heber City	City Government	100-249
Lee's Marketplace	Supermarkets	100-249
Rocky Mountain Care Heber	Nursing Care	100-249
Zermatt Resort	Hotels	100-249
Innovative Harbor	Vocational Rehabilitation	50-99
Spring Gardens Heber	Nursing Care	50-99
Heber Valley Historic Railroad	Sightseeing Transportation	50-99
Midway Mercantile	Full-Service Restaurants	50-99
New Focus Academy	Private Education	50-99
Dairy Keen	Restaurants	50-99
Millstream Properties	Real Estate and Rental Leasing	50-99
The Fit Stop Health Club	Fitness and Recreational Sports Centers	50-99
Miro Industries	Fabricated Metal Product Manufacturing	50-99
Soldier Hollow	Arts, Entertainment, and Recreation	50-99
Redo Tech, Inc.	Custom Computer Programming	50-99
Karl Malone Chrysler Dodge Jeep Ram	Motor Vehicle and Parts Dealers	50-99
County Garden's And Nursery	Nursery and Tree Production	50-99
Heber Hub	Restaurants	50-99
Timberline Ace Hardware	General Merchandise Retailers	50-99
Café Galleria	Restaurants	50-99
Cascade Academy	Health Care and Social Assistance	50-99
Rooftop Anchor	Fabricated Metal Product Manufacturing	50-99

(Source: Utah Department of Workforce Services. Updated October 2025, reflecting Major Employers of 2024.)

**DEBT STRUCTURE OF WASATCH COUNTY, UTAH**

**Outstanding General Obligation Bonded Indebtedness**

Series <sup>(1)</sup>	Purpose	Original Principal Amount	Final Maturity Date	Current Principal Outstanding
2020.....	Open Space	\$4,390,000	April 1, 2041	<u>\$3,770,000</u>

(1) These bonds are rated “AA” by S&P as of the date of this OFFICIAL STATEMENT.

Additional Information. For the Board’s general obligation debt outstanding as of Fiscal Year 2024 see “APPENDIX B—FINANCIAL STATEMENTS OF WASATCH COUNTY, UTAH FOR FISCAL YEAR 2024—Notes to Financial Statements—7. Long-Term Liabilities” (audit page 40).

**Other Financial Considerations**

*Lease Commitments.* The County has entered into non-cancelable leases for equipment (the “Finance Leases”). As of Fiscal Year 2024, the present value of the Finance Leases totals \$321,272, with annual payments scheduled through Fiscal Year 2028. The County has entered into short-term non-cancelable leases for equipment under GASB 87 (“Short-term Leases”). As of Fiscal Year 2024, the present value of the Short-term Leases totals \$104,583 with annual payments through Fiscal Year 2028. The County has entered into Subscription-Based Information Technology Agreements (“Subscription Agreements”). As of Fiscal Year 2024, the present value of the Subscription Agreements totals \$326,761, with annual payments scheduled through Fiscal Year 2028. See “APPENDIX B—FINANCIAL STATEMENTS OF WASATCH COUNTY FOR FISCAL YEAR 2024—Notes To Financial Statements—Note 6 “Lease Commitments and Subscription Plans” (audit page 39).

*Future issuance of debt.* In 2018, County voters authorized the issuance of up to \$10,000,000 of general obligation bonds for open space. To date, the County has issued a portion of the authorized amount and anticipates issuing the remaining \$4,900,000 within the next two years, subject to market conditions and other factors deemed appropriate by the County. The County may purchase equipment through capital leasing, as necessary.

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## Overlapping And Underlying General Obligation Debt Of The County

The following are those overlapping and underlying entities who levy ad valorem property taxes to pay for voter authorized general obligation bonds.

Taxing Entity	2025 Taxable Value <sup>(1)</sup>	County's Portion of Taxable Value	County's Percentage	Taxing Entity's General Obligation Debt	County's Portion of General Obligation Debt
<i>Overlapping:</i>					
State of Utah.....	\$621,242,369,370	\$20,884,537,155	3.0	\$847,360,000	\$28,486,018
CUWCD <sup>(2)</sup> .....	359,460,541,129	20,884,537,155	5.8	90,940,000	5,283,584
Wasatch Co. SD..	20,884,537,155	20,884,537,155	100.0	39,015,000	<u>39,015,000</u>
Total overlapping.....					<u>\$72,784,602</u>
<i>Underlying:</i>					
Midway City.....	2,447,685,182	2,447,685,182	100.0	3,960,000	3,960,000
Total underlying.....					<u>3,960,000</u>
Total overlapping and underlying general obligation debt.....					76,744,602
Total overlapping general obligation debt (excluding the State) <sup>(3)</sup> .....					\$44,298,584
Total direct general obligation bonded indebtedness.....					<u>3,770,000</u>
Total direct and overlapping general obligation debt (excluding the State) <sup>(3)</sup> .....					<u>\$48,068,584</u>

This table excludes any additional principal amounts attributable to unamortized original issue bond premium.

- (1) Preliminary; subject to change. Taxable value used in this table excludes the taxable value used to determine uniform fees on tangible personal property and valuation on semiconductor manufacturing equipment.
- (2) Central Utah Water Conservancy District ("CUWCD") outstanding general obligation bonds are limited ad valorem tax bonds. Certain portions of the principal of and interest on CUWCD's general obligation bonds are paid from sales of water. Includes taxable valuation from Salt Lake and Utah Counties.
- (3) The State's general obligation debt is not included in overlapping debt because the State currently levies no property tax for payment of general obligation bonds.

(Source: the Utah State Tax Commission for the Taxable Valuations and the Municipal Advisor for the outstanding debt. Compiled by the Municipal Advisor.)

See "FINANCIAL INFORMATION REGARDING WASATCH COUNTY, UTAH—Certain Property Tax Matters—Historical Property Tax Rates of the County" below.

## Debt Ratios Regarding General Obligation Debt Of The County

The following table sets forth the ratios of general obligation debt (excluding any additional principal amounts attributable to unamortized original issue bond premium) that is expected to be paid from taxes levied specifically for such debt and not from other revenues over the taxable value of property within the County, the estimated market value of such property and the population of the County. *The State's general obligation debt is not included in the debt ratios because the State currently levies no property tax for payment of general obligation debt.*

	To Estimated 2025 Taxable Value <sup>(1)</sup>	To Estimated 2025 Market Value <sup>(2)</sup>	To 2025 Population Estimate Per Capita
Direct general obligation debt.....	0.02%	0.01%	\$ 99.68
Direct and overlapping general obligation debt...	0.23	0.16	1,269.71

- (1) Based on the estimated 2025 Taxable Value of \$20,884,537,155, which value excludes the taxable value used to determine uniform fees on tangible personal property.
- (2) Based on the estimated 2025 Market Value of \$26,874,983,066, which value excludes the taxable value used to determine uniform fees on tangible personal property.
- (3) Based on the 2025 population estimate of 37,858 by the County.

(Source: the Municipal Advisor.)

See "FINANCIAL INFORMATION REGARDING WASATCH COUNTY, UTAH—Certain Property Tax Matters—Property Tax Matters—Uniform Fees" and "—Taxable and Fair Market/Market Value Of Property in the County" below.

## General Obligation Legal Debt Limit And Additional Debt Incurring Capacity Of The County

If general obligation bonds were issued, the general obligation indebtedness of the County is limited by State law to 2% of the fair market value of taxable property in the County. The debt limit and additional debt incurring capacity of the County shown below are based on the estimated fair market value for 2025 and the calculated valuation from 2024 uniform fees, and are calculated as follows:

Estimated 2025 “Fair Market Value” <sup>(1)</sup> .....	\$26,874,983,066
2024 Valuation from Uniform Fees <sup>(2)</sup> .....	<u>31,514,547</u>
Estimated 2025 “Fair Market Value for Debt Incurring Capacity”.....	<u>\$26,906,497,640</u>
“Fair Market Value for Debt Incurring Capacity” time 2% equals the “Debt Limit”.....	\$538,129,953
Less: current outstanding general obligation debt <sup>(3)</sup> .....	<u>4,393,504</u>
Estimated additional debt incurring capacity.....	<u>\$533,736,449</u>

(1) Final 2025 information is not available.

(2) For debt incurring capacity only, in computing the fair market value of taxable property in the County, the value of all motor vehicles and state-assessed commercial vehicles (which value is determined by dividing the uniform fee revenue by 1.5%) will be included as a part of the fair market value of the taxable property in the County. See “FINANCIAL INFORMATION REGARDING WASATCH COUNTY, UTAH—Property Tax Matters—Uniform Fees” below.

(3) For accounting purposes, the net unamortized bond premium was \$623,504 (as of December 31, 2024) and together with current outstanding direct general obligation debt of \$3,770,000 results in total outstanding net direct debt of \$4,393,504.

(Source: the Municipal Advisor.)

### No Defaulted Obligations

The County has never failed to pay principal of and interest on any of its financial obligations when due.

## FINANCIAL INFORMATION REGARDING WASATCH COUNTY, UTAH

### Fund Structure; Accounting Basis

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties for goods or services.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. The remaining governmental and enterprise funds are combined into a single column and reported as other (nonmajor) funds. Internal service funds are aggregated and reported in single column on the proprietary fund financial statements.

Revenues and expenditures are recognized using the modified accrual basis of accounting in the governmental fund statements. Revenues are recognized in the accounting period in which they become both measurable and available. “Measurable” means that amounts can be reasonably determined within the current period. “Available” means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.

In the proprietary fund statements and the government-wide statements, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

## **Budget And Appropriation Process**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties for goods or services.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. The remaining governmental and enterprise funds are combined into a single column and reported as other (nonmajor) funds. Internal service funds are aggregated and reported in single column on the proprietary fund financial statements.

Revenues and expenditures are recognized using the modified accrual basis of accounting in the governmental fund statements. Revenues are recognized in the accounting period in which they become both measurable and available. “Measurable” means that amounts can be reasonably determined within the current period. “Available” means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.

In the proprietary fund statements and the government-wide statements, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

## **Budgets And Budgetary Accounting**

The budget and appropriation process of the County is governed by the Uniform Fiscal Procedures Act for Counties, Title 17, Chapter 36, Utah Code (the “Fiscal Procedures Act”). Pursuant to the Fiscal Procedures Act, the budget officer of the County is required to prepare budgets for the general fund, special revenue funds, debt service funds, capital project funds and proprietary funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures. Under the Fiscal Procedures Act, the total of anticipated revenues must equal the total of appropriated expenditures.

The County Auditor is the Budget Officer of the County. On or before November 1 of each year, the County Auditor is required to submit a Tentative Budget to the County Council for all funds for the fiscal year commencing January 1. Various actual and estimated budget data are required to be set forth in the proposed budget including estimated revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. After the Tentative Budget is submitted by the County Auditor, the County Manager prepares and presents a proposed budget to the County Council which then makes “appropriation” decisions. The recommended final budget is then made available to citizens at least 10 days prior to a public hearing. After public notice and hearing, the final budget is adopted by the County Council. If the County proposes to budget an increased amount of property tax revenue exclusive of revenues from new growth (i.e. above the “certified tax rate” as described below in “Public Hearing On Certain Tax Increases”), the County Council shall comply with the certain notice and hearing requirements contained in the Property Tax Act, Chapter 2, Title 59, Utah Code (the “Property Tax Act”) in adopting the budget.

On or before December 31 each year, the final budgets for all funds are adopted by the County Council. The Fiscal Procedures Act prohibits the County Council from making any appropriation in the final budget of any fund more than the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the County Council during the fiscal year. However, to increase the budget of the general fund, public notice and hearing must be provided. To increase the budget of funds, other than the general fund, public notice must be provided.

*Adoption of Ad Valorem Tax Levy.* The legislative body of each taxing entity shall, before June 22 of each year, adopt a proposed, or, if the tax rate is not more than the certified tax rate, a final, tax rate for the taxing entity. The legislative body shall report the rate and levy, and any other information prescribed by rules of the State Tax Commission for the preparation, review, and certification of the rate, to the county auditor of the county in which the taxing entity is located.

*Net Position or Fund Balance.* A county may accumulate net position in any enterprise or internal service fund or a fund balance in any other fund; but with respect to the general fund, its use shall be restricted to the following purposes: (i) to provide cash to finance expenditures from the beginning of the budget period until general property taxes, sales taxes, or other revenues are collected; (ii) to provide a fund or reserve to meet emergency expenditures; and (iii) to cover unanticipated deficits for future years. The maximum accumulated unappropriated surplus in the general fund, as determined prior to adoption of the tentative budget, may not exceed an amount equal to the greater of: (a) for a county with a taxable value of \$750 million or more and a population of 100,000 or more, 20% of the total revenues of the general fund for the current fiscal period; or (b) for any other county (the County falling within this parameter), 50% of the total revenues of the general fund for the current fiscal period; and the estimated total revenues from property taxes for the current fiscal period. Any surplus balance more than the above computed maximum shall be included in the estimated revenues of the general fund budget for the next fiscal period and any fund balance exceeding 5% (State law) of the total general fund revenues may be used for budgetary purposes or may be placed into a Disaster Recovery Fund established by the County.

Also, see “APPENDIX B—FINANCIAL STATEMENTS OF WASATCH COUNTY, UTAH FOR FISCAL YEAR 2024—Notes to the Basic Financial Statements— Note 1 Summary Of Significant Accounting Policies—Measurement focus and basis accounting (audit page 26).

### **Financial Controls**

The County utilizes a computerized financial accounting system which includes a system of budgetary controls. State law requires budgets to be controlled by individual departments, but the County has also empowered the Finance Department to maintain control by major categories within departments. These controls are such that a requisition will not be entered into the purchasing system unless the appropriated funds are available. The County Auditor checks for sufficient funds again prior to the purchase order being issued and again before the payment check is issued. Voucher payments are also controlled by the Finance Department for sufficient appropriations.

### **Sources Of General Fund Revenues**

Set forth below are brief descriptions of the various sources of revenues available to the County’s general fund. The percentage of total general fund revenues represented by each source is based on the County’s Fiscal Year 2024 period.

*Taxes*—Approximately 60.7% of general fund revenues are from taxes.

*Licenses and Permits*—Approximately 12.9% of general fund revenues are from licenses and permits.

*Intergovernmental*—Approximately 10.2% of general fund revenues are from intergovernmental revenues.

*Charges for Service*—Approximately 8.5% of general fund revenues are from charges for services.

*Interest Income*—Approximately 6.0% of general fund revenues are from interest income.

*Fines and forfeitures*—Approximately 1.4% of general fund revenues are from fines and forfeitures.

*Other Revenues*—Less than 1.0% of general fund revenues are other revenues.

### **Management’s Discussion And Analysis**

The administration of the County prepared a narrative discussion, overview, and analysis of the financial activities of the County for Fiscal Year 2024. For the complete discussion see “APPENDIX B—FINANCIAL STATEMENTS OF WASATCH COUNTY FOR FISCAL YEAR 2024—Management’s Discussion and Analysis” (after the Independent Auditor’s Report).

### **Five–Year Financial Summaries**

The summaries contained herein were extracted from the County’s annual financial statements for Fiscal Years 2024 through 2020. The summaries themselves have not been audited. The County anticipates similar financial results for its Fiscal Year 2025 financial position as Fiscal Year 2024.

**Statement of Net Position  
Primary Government**

*(The summary has not been audited.)*

	<b>As Of December 31</b>				
	2024	2023	2022	2021	2020
Assets and deferred outflows of resources					
Assets					
Capital assets not being depreciated	\$48,222,218	\$48,222,218	\$40,764,262	\$38,935,062	\$37,534,108
Capital assets, net	<u>44,077,016</u>	<u>38,452,286</u>	<u>36,042,230</u>	<u>36,129,178</u>	<u>34,447,649</u>
Total capital assets	<u>92,299,234</u>	<u>86,674,504</u>	<u>76,806,492</u>	<u>75,064,240</u>	<u>71,981,757</u>
Cash and investments	61,331,716	26,720,956	36,642,415	32,976,567	23,040,222
Restricted cash and investments	33,711,501	14,977,556	18,538,358	11,640,189	11,341,516
Receivables					
Taxes	9,235,734	10,486,443	5,358,773	4,169,779	3,793,512
Due from other governments	-	-	-	-	-
Accounts, net	5,384,061	8,179,099	3,125,473	4,240,713	3,576,780
Other	2,189,176	2,313,600	2,168,429	-	-
Prepaid and other assets	-	131,466	-	-	-
Inventory	14,161	11,791	-	-	-
Investment in joint venture	495,604	473,067	404,949	507,821	-
Net pension asset	-	-	<u>6,046,802</u>	-	-
Total assets	<u>\$204,661,187</u>	<u>\$149,968,482</u>	<u>\$149,091,691</u>	<u>\$128,599,309</u>	<u>\$113,733,787</u>
Deferred outflows of resources					
Relating to pensions	\$ <u>9,311,073</u>	\$ <u>6,707,098</u>	\$ <u>5,182,323</u>	\$ <u>4,554,456</u>	\$ <u>4,121,235</u>
Total deferred outflows of resources	<u>9,311,073</u>	<u>6,707,098</u>	<u>5,182,323</u>	<u>4,554,456</u>	<u>4,121,235</u>
Total assets and deferred outflows of resources	<u>\$213,972,260</u>	<u>\$156,675,580</u>	<u>\$154,274,014</u>	<u>\$133,153,765</u>	<u>\$117,855,022</u>
Liabilities, deferred inflows of resources and net position					
Liabilities					
Current liabilities					
Accounts payable and accrued liabilities	\$22,419,373	\$ 2,796,195	\$ 1,670,913	\$ 1,481,871	\$ 2,198,733
Accrued payroll and benefits	-	-	-	346,036	160,651
Unearned revenue	83,686	70,452	-	-	-
Bonds and deposits held	311,420	647,656	643,591	485,921	468,909
Bonds payable	-	615,000	940,000	930,000	900,000
Notes payable	-	26,964	25,681	24,458	23,293
Due to other governmental entities	77,728	-	-	173,469	58,672
Accrued interest payable	158,176	68,185	68,185	65,478	23,855
Noncurrent liabilities					
Due within one year <sup>(1)</sup>	4,761,438	-	-	-	-
Bonds payable	-	7,890,000	8,505,000	10,020,000	6,560,000
Unamortized bond premiums	-	1,280,552	1,392,224	786,576	120,099
Notes payable	-	42,996	69,960	95,641	-
Compensated absences	-	1,169,948	1,109,161	1,166,023	947,996
Due in more than one year <sup>(1)</sup>	33,805,159	-	-	-	-
Net pension liability	<u>5,447,419</u>	-	<u>2,078,770</u>	<u>5,791,619</u>	<u>9,742,820</u>
Total liabilities	<u>67,064,399</u>	<u>14,607,948</u>	<u>16,503,485</u>	<u>21,367,092</u>	<u>21,205,028</u>

*The Statement of Net Position continued on the following page.*

**Statement of Net Position**  
**Primary Government—continued**

*(The summary has not been audited.)*

	<b>As of December 31</b>				
	2024	2023	2022	2021	2020
Deferred inflows of resources					
Relating to leases	\$ —	\$1,197,476	\$ —	\$ —	\$ —
Related to property taxes	1,113,788	—	—	—	—
Deferred inflows of resources relating to pensions	<u>82,633</u>	<u>10,572,248</u>	<u>5,271,019</u>	<u>2,618,908</u>	<u>333,723</u>
Total deferred inflows of resources	<u>1,196,421</u>	<u>11,769,724</u>	<u>5,271,019</u>	<u>2,618,908</u>	<u>333,723</u>
Net position					
Net investment in capital assets	58,499,693	66,882,795	65,455,414	60,847,863	65,830,989
Restricted for					
Municipal Services	2,565,537	1,735,638	1,567,593	989,409	1,005,142
Capital outlay	46,036,702	21,290,681	14,683,112	4,230,408	1,712,153
Debt service	136,935	3,865,060	3,691,044	6,022,631	643,742
Other purposes	222,748	2,630,202	1,158,584	1,216,463	1,142,777
Unrestricted	38,249,825	31,491,966	24,823,514	20,562,248	17,834,182
Total net position	<u>145,711,440</u>	<u>127,896,342</u>	<u>111,379,261</u>	<u>93,869,022</u>	<u>88,168,985</u>
Total liabilities, deferred inflows of resources and net position	<u>\$213,972,260</u>	<u>\$154,274,014</u>	<u>\$133,153,765</u>	<u>\$117,855,022</u>	<u>\$109,707,736</u>

(Source: Information extracted from the County's annual comprehensive financial reports compiled by the Municipal Advisor.)

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**Statement of Activities <sup>(1)</sup>**  
**Primary Government**

*(The summary has not been audited.)*

	<b>Net (Expense) Revenue and Changes in Net Assets <sup>(1)</sup></b>				
	<b>Fiscal Year Ended December 31</b>				
	2024	2023	2022	2021	2020
Primary government					
Governmental					
General government	\$ (13,976,058)	\$ (14,529,142)	\$ (2,995,370)	\$ (119,569)	\$ (11,871,289)
Public safety	(16,052,173)	(10,695,346)	(8,217,024)	(8,028,557)	(1,980,080)
Public works	(1,518,433)	(2,592,901)	(1,275,377)	(2,003,772)	(3,106,457)
Parks, recreation and culture	(4,636,234)	(3,290,109)	(2,486,064)	(1,840,191)	(2,855,769)
Public health and welfare	(1,055,810)	(1,389,354)	(645,300)	(94,054)	257,629
Economic development	(3,535,410)	(6,198,058)	(2,038,954)	(1,514,517)	(1,157,774)
Intergovernmental expenditures	(830,941)	(765,630)	(712,253)	(565,113)	(559,006)
Interest on long-term debt	<u>(231,516)</u>	<u>(460,968)</u>	<u>(307,511)</u>	<u>(450,887)</u>	<u>(278,698)</u>
Total governmental activities	<u>(41,836,575)</u>	<u>(39,921,508)</u>	<u>(18,677,853)</u>	<u>(14,616,660)</u>	<u>(21,551,444)</u>
Business-type					
Solid waste SSD	<u>1,536,724</u>	<u>782,081</u>	<u>92,179</u>	<u>560,849</u>	<u>(216,991)</u>
Total business type activities	<u>1,536,724</u>	<u>782,081</u>	<u>92,179</u>	<u>560,849</u>	<u>(216,991)</u>
Total primary government	<u>(40,299,851)</u>	<u>(39,139,427)</u>	<u>(18,585,674)</u>	<u>(14,055,811)</u>	<u>(21,768,435)</u>
General revenues					
Property taxes	31,418,912	28,395,600	26,351,517	25,542,931	25,500,448
Corridor preservation fees	5,203,095	444,459	-	424,804	-
Fees in lieu of taxes	587,742	655,210	655,542	141,726	1,232,192
Tourism and recreation tax	10,211,845	9,175,608	5,683,060	4,096,067	-
Interest income	4,939,804	3,434,453	1,045,335	164,965	287,230
Gain (loss) on sale of capital assets	407,634	325,102	258,185	107,959	288,181
Gain/loss on investment in joint venture	22,537	68,118	(102,872)	-	43,239
Contributions	-	-	-	-	37,400
Miscellaneous	<u>1,791,604</u>	<u>1,139,823</u>	<u>1,211,988</u>	<u>1,227,856</u>	<u>530,416</u>
Total general revenues	<u>54,583,173</u>	<u>43,638,373</u>	<u>35,102,755</u>	<u>31,706,308</u>	<u>27,919,106</u>
Transfer of operations	-	-	-	-	<u>(450,634)</u>
Change in net position	<u>14,283,322</u>	<u>4,498,946</u>	<u>16,517,081</u>	<u>17,650,497</u>	<u>5,700,037</u>
Net position—beginning	<u>131,428,118</u>	<u>127,896,342</u>	<u>111,379,261</u>	<u>93,869,022</u>	<u>88,168,985</u>
Net position—beginning as adjusted	<u>131,428,118</u>	<u>126,929,172</u>	<u>111,379,261</u>	<u>93,869,022</u>	<u>88,168,985</u>
Net position—ending	<u>\$145,711,440</u>	<u>\$131,428,118</u>	<u>\$127,896,342</u>	<u>\$111,519,519</u>	<u>\$93,869,022</u>

(1) This report is presented in summary format concerning the single item of “Net (Expense) Revenue and Changes in Net Assets” and is not intended to be complete.

(Source: Information extracted from the County’s annual comprehensive financial reports compiled by the Municipal Advisor.)

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**Balance Sheet—Governmental Funds  
General Fund**

*(The summary has not been audited.)*

	<b>Fiscal Year Ended December 31</b>				
	2024	2023	2022	2021	2020
<b>Assets</b>					
Cash and investments	\$35,429,529	\$9,430,256	\$16,037,413	\$16,295,886	\$11,470,768
Restricted cash and investments	21,020	587,979	1,044,181	18,625	20,002
<b>Receivables</b>					
Accounts, net	1,792,481	3,154,487	1,064,585	1,003,790	980,252
Receivables with treasurer	6,947,220	8,037,871	4,032,488	3,152,009	2,894,485
Due from other funds	—	2,182,647	1,014,740	1,144,336	926,340
Other	—	—	—	—	—
Inventory	14,161.00	11,791	—	—	—
Prepaid and other assets	—	131,466	—	—	—
<b>Total assets</b>	<u>\$44,204,411</u>	<u>\$23,536,497</u>	<u>\$23,193,407</u>	<u>\$21,614,646</u>	<u>\$16,291,847</u>
<b>Liabilities, deferred inflows of resources, and fund balances</b>					
<b>Liabilities</b>					
Accounts payable	\$1,939,848	\$ 584,179	\$ 989,557	\$ 819,885	\$ 662,704
Accrued liabilities	17,324,280	876,597	515,127	374,873	237,065
Bonds and deposits held	311,420	454,506	647,656	643,591	444,269
Due to other units	—	—	—	—	173,469
Due to other governments	—	11,859	—	—	—
Inmate deposits	—	—	—	—	41,652
<b>Total liabilities</b>	<u>19,575,548</u>	<u>1,927,141</u>	<u>2,152,340</u>	<u>1,838,349</u>	<u>1,559,159</u>
<b>Deferred inflows of resources</b>					
Unavailable revenue—property taxes	808,641	643,552	871,638	—	—
<b>Total deferred inflows of resources</b>	<u>808,641</u>	<u>643,552</u>	<u>871,638</u>	<u>—</u>	<u>—</u>
<b>Fund balances</b>					
<b>Restricted</b>					
Public safety	21,020	587,979	1,044,181	18,625	20,002
Unassigned	23,799,202	20,377,825	19,125,248	19,757,672	14,712,686
<b>Total fund balances</b>	<u>23,820,222</u>	<u>20,965,804</u>	<u>20,169,429</u>	<u>19,776,297</u>	<u>14,732,688</u>
<b>Total liabilities, deferred inflows of and fund balances</b>	<u>\$44,204,411</u>	<u>\$23,536,497</u>	<u>\$23,193,407</u>	<u>\$21,614,646</u>	<u>\$16,291,847</u>

(Source: Information extracted from the County's annual comprehensive financial reports compiled by the Municipal Advisor.)

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**Statement of Revenues, Expenditures, and Changes in Fund Balance <sup>(1)</sup>**  
**Governmental Funds—General Fund**

*(The summary has not been audited.)*

	<b>Fiscal Year Ended December 31</b>				
	2024	2023	2022	2021	2020
Revenues					
Taxes	\$25,921,077	\$23,707,763	\$22,333,695	\$20,577,957	\$17,807,689
Licenses and permits	5,491,936	5,039,490	5,071,012	6,466,588	2,228,161
Intergovernmental	4,352,201	3,847,967	6,384,103	5,919,391	5,772,997
Charges for services	3,641,758	3,389,643	3,129,617	3,440,749	2,915,041
Fines and forfeitures	580,955	546,728	547,927	467,753	665,489
Interest income	2,564,536	1,589,759	131,633	62,590	80,323
Other revenues	<u>159,344</u>	<u>124,558</u>	<u>722,340</u>	<u>280,888</u>	<u>333,291</u>
Total revenues	<u>42,711,807</u>	<u>38,245,908</u>	<u>38,320,327</u>	<u>37,215,916</u>	<u>29,802,991</u>
Expenditures					
Current					
General government	16,100,083	15,715,085	12,813,775	11,078,184	11,224,902
Public safety	16,397,166	14,920,928	12,749,707	11,672,855	10,684,243
Public health and welfare	1,944,791	1,996,102	1,387,579	549,303	602,071
Public works	3,144,252	2,909,304	2,532,413	2,219,797	2,169,513
Parks, recreation, and culture	417,419	246,088	170,207	198,922	336,942
Intergovernmental expenditures	830,941	765,630	712,253	565,113	553,421
miscellaneous					31,739
Capital outlay	1,709	429,332	529,120	862,260	—
Debt service and fiscal charges					
Interest and other financial	<u>30,450</u>	<u>30,161</u>	<u>30,315</u>	<u>32,873</u>	<u>—</u>
Total expenditures	<u>38,866,811</u>	<u>37,012,630</u>	<u>30,925,369</u>	<u>27,179,307</u>	<u>25,602,831</u>
Revenues over (under) expenditures	<u>3,844,996</u>	<u>1,233,278</u>	<u>7,394,958</u>	<u>10,036,609</u>	<u>4,200,160</u>
Other financing sources (uses)					
Contributions	19,134	555	32,381	—	36,450
Proceeds from lease/note payable	—	42,534	—	—	—
Proceeds from sale of assets	—	24,000	—	—	—
Transfers in	742,009	323,714	627,886	90,000	90,000
Transfers out	<u>(1,751,721)</u>	<u>(344,799)</u>	<u>(7,662,093)</u>	<u>(5,083,000)</u>	<u>(2,332,376)</u>
Total other financing sources (uses)	<u>(990,578)</u>	<u>46,004</u>	<u>(7,001,826)</u>	<u>(4,993,000)</u>	<u>(2,205,926)</u>
Net change in fund balance	2,854,418	1,279,282	393,132	5,043,609	1,994,234
Fund balance—beginning (as restated)	<u>20,965,804</u>	<u>19,686,522</u>	<u>19,776,297</u>	<u>14,732,688</u>	<u>12,738,454</u>
Fund balance—ending	<u>\$23,820,222</u>	<u>\$20,965,804</u>	<u>\$20,169,429</u>	<u>\$19,776,297</u>	<u>\$14,732,688</u>

(Source: Information extracted from the County's annual comprehensive financial reports compiled by Zions Public Finance, Inc.)

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## Certain Property Tax Matters

*The following information with respect to certain property tax matters is included in this OFFICIAL STATEMENT to provide background information relating to a major source of general fund revenues of the County. As described herein, the 2026 Bonds are not secured by any pledge of property tax revenues and do not constitute a debt or indebtedness of the County or the Authority. See "INVESTMENT CONSIDERATIONS" above.*

### Ad Valorem Tax Levy And Collection

The Utah State Tax Commission (the "State Tax Commission") must assess all centrally assessed property (as defined under "Property Tax Matters" below) by May 1 of each year. County assessors must assess all locally assessed property (as defined under "Property Tax Matters" below) before May 22 of each year. The State Tax Commission apportions the value of centrally assessed property to the various taxing entities within each county and reports such values to county auditors before June 8. The governing body of each taxing entity must adopt a proposed tax rate or, if the tax rate is not more than the certified tax rate, a final tax rate before June 22; provided if the governing body has not received the taxing entity's certified tax rate at least seven days prior to June 22, the governing body of the taxing entity must, no later than 14 days after receiving the certified tax rate from the county auditor, adopt a proposed tax rate or, if the tax rate is not more than the certified tax rate, a final tax rate. County auditors must forward to the State Tax Commission a statement prepared by the legislative body of each taxing entity showing the amount and purpose of each levy. Upon determination by the State Tax Commission that the tax levies comply with applicable law and do not exceed maximum permitted rates, the State Tax Commission notifies county auditors to implement the levies. If the State Tax Commission determines that a tax levy established by a taxing entity exceeds the maximum levy permitted by law, the State Tax Commission must lower the levy to the maximum levy permitted by law, notify the taxing entity that the rate has been lowered and notify the county auditor (of the county in which the taxing entity is located) to implement the rate established by the State Tax Commission.

On or before July 22 of each year, the county auditors must mail to all owners of real estate shown on their assessment rolls notice of, among other things, the value of the property, itemized tax information for all taxing entities and the date their respective county boards of equalization will meet to hear complaints. Taxpayers owning property assessed by a county assessor may file an application within statutorily defined time limits based on the nature of the contest with the appropriate county board of equalization for the purpose of contesting the assessed valuation of their property. The county board of equalization must render a decision on each appeal in the time frame prescribed by the Property Tax Act. Under certain circumstances, the county board of equalization must hold a hearing regarding the application, at which the taxpayer has the burden of proving that the property sustained a decrease in fair market value. Decisions of the county board of equalization may be appealed to the State Tax Commission, which must decide all appeals relating to real property by March 1 of the following year. Owners of centrally-assessed property, may, on or before the later of June 1 or a day within 30 days of the date the notice of assessment is mailed by the State Tax Commission, apply to the State Tax Commission for a hearing to contest the assessment of centrally-assessed property. A county may also contest the assessment under specified conditions. The State Tax Commission must render a written decision within 120 days after the hearing is completed and all post-hearing briefs are submitted. The county auditor makes a record of all changes, corrections and orders, and delivers before November 1 the corrected assessment rolls to the county treasurers. On or before November 1, each county treasurer furnishes each taxpayer a notice containing, among other things, the kind and value of the property assessed to the taxpayer, the street address of the property, where applicable, the amount of the tax levied on the property and the year the property is subject to a detailed review.

Taxes are due November 30 (and if a Saturday, Sunday or holiday, the next business day). Each county treasurer is responsible for collecting all taxes levied on real property within that county. There are no prior claims to such taxes. As taxes are collected, each county treasurer must pay to the State and each taxing entity within the county its proportionate share of the taxes, on or before the tenth day of each month. Delinquent taxes are subject to a penalty of 2.5% of the amount of the taxes or \$10 whichever is greater (delinquent taxes paid on or before January 31 immediately following the delinquency date the penalty is 1% of the amount of the delinquent tax or \$10 whichever is greater). Unless the delinquent taxes and penalty are paid before January 31 of the following year, the amount of delinquent taxes and penalty bears interest at the federal funds rate target established by the Federal Open Market Committee plus 6% from the January 1 following the delinquency date until paid (provided that said interest may not be less than 7% nor more than 10%). If delinquent taxes have not been paid by March 15 following the lapse of four years from the delinquency date, the affected county advertises and sells the property at a final tax sale held in May or June of the fifth year after assessment.

The process described above changes if a county or other taxing entity proposes a tax rate in excess of the certified tax rate (as described under “Public Hearing On Certain Tax Increases” below). If such an increase is proposed, the taxing entity must adopt a proposed tax rate before June 22. In addition, the county auditor must include certain information in the notices to be mailed by July 22, as described above, including information concerning the tax impact of the proposed increase on the property and the time and place of the public hearing described in “Public Hearing On Certain Tax Increases” below. In most cases, notice of the public hearing must also be advertised by publication. After the public hearing is held, the taxing entity may adopt a resolution levying a tax in excess of the certified tax rate. A resolution levying a tax in excess of the certified tax rate must be forwarded to the county auditor by August 17. The final tax notice is then mailed by November 1.

### **Public Hearing on Certain Tax Increases**

Each taxing entity that proposes to levy a tax rate that exceeds the “certified tax rate” may do so (by resolution) only after holding a properly noticed public hearing. Generally, the certified tax rate is the rate necessary to generate the same property tax revenue that the taxing entity budgeted for the prior year, with certain exclusions. For purposes of calculating the certified tax rate, county auditors are to use the taxable value of property on the assessment rolls, exclusive of new growth. New growth is any increase in taxable value of the taxing entity from the previous calendar year to the current year less the amount of increase to locally assessed real property taxable values resulting from factoring, reappraisal, other adjustments, or changes in the method of apportioning taxable value. With certain exceptions, the certified tax rate for the minimum school levy, debt service voted on by the public and certain state and county assessing and collecting levies are the actual levies imposed for such purposes and no hearing is required for these levies.

For certain taxing entities, among other requirements, on or before July 22 of the year in which such an increase is proposed, the county auditor must mail to all property owners a notice of the public hearing. In most cases, the taxing entity must advertise the notice of public hearing by publication in a newspaper. Such notices must state, among other things, the value of the property, the time and place of the public hearing, and the tax impact of the proposed increase.

### **Property Tax Matters**

The Property Tax Act provides that all taxable property is required to be assessed and taxed at a uniform and equal rate based on its “fair market value” as of January 1 of each year, unless otherwise provided by law. “Fair market value” is defined in the Property Tax Act as “the amount at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts.” Pursuant to an exemption for residential property provided for under the Property Tax Act and Article XIII of the State Constitution, the “fair market value” of residential property is reduced by 45%. The residential exemption is limited to one acre of land per residential unit and to one primary residence per household, except that an owner of multiple residential properties may exempt his or her primary residence and each residential property that is the primary residence of a tenant.

The Property Tax Act provides that the State Tax Commission shall assess certain types of property (“centrally–assessed property”), including (i) properties that operate as a unit across county lines that must be apportioned among more than one county or state, (ii) public utility (including railroad) properties, (iii) airline operating properties, (iv) geothermal resources and (v) mines, mining claims and appurtenant machinery, facilities and improvements. All other taxable property (“locally–assessed property”) is required to be assessed by the county assessor of the county in which such locally–assessed property is located. Each county assessor must update property values annually based upon a systematic review of current market data by using a State mandated mass appraisal system and must also complete a detailed review of property characteristics for each parcel of property at least once every five years. The Property Tax Act requires that the State Tax Commission conduct an annual investigation in each county to determine whether all property subject to taxation is on the assessment rolls and whether the property is being assessed at its “fair market value.”

The State Tax Commission and the county assessors utilize various valuation methods, as determined by statute, administrative regulation or accepted practice, to determine the “fair market value” of taxable property.

*Uniform Fees.* An annual statewide uniform fee is levied on tangible personal property in lieu of the ad valorem tax. The uniform fee is based on the value of motor vehicles, watercraft, recreational vehicles, and all other tangible

personal property required to be registered with the State. The current uniform fee is established at 1.5% of the fair market value of motor vehicles that weigh 14,001 pounds or more, watercraft, recreational vehicles and all other tangible personal property required to be registered with the State, excluding exempt property such as aircraft and property subject to a fixed age-based fee. Motor vehicles weighing 14,000 pounds or less and certain other vehicles are subject to an age-based fee that is due each time the vehicle is registered. The revenues collected from the various uniform fees are distributed by the county to the taxing entity in which the property is in the same proportion in which revenue collected from ad valorem real property is distributed.

### Historical Property Tax Rates of the County

The maximum rate of levy applicable to the County for general operations authorized by Utah law is 0.003200 per dollar of taxable value of taxable property within the County. *The County may levy an unlimited tax levy to pay the principal of and interest on legally issued general obligation bonds.*

	Maximum Limit	(Property Tax Rate) Calendar Year				
		2025	2024	2023	2022	2021
General	0.003200	0.000967	0.000947	0.000970	0.001185	0.001580
Bond debt service <sup>(1)</sup>	none	0.000018	0.000019	0.000021	0.000060	0.000078
Library	0.001000	0.000117	0.000115	0.000093	0.000114	0.000156
Health	0.000400	0.000054	0.000053	0.000054	0.000066	0.000091
Total County-wide levy		<u>0.001156</u>	<u>0.001134</u>	<u>0.001138</u>	<u>0.001425</u>	<u>0.001905</u>
Tax administration <sup>(2)</sup>						
County assessing/collection		0.000112	0.000110	0.000113	0.000138	0.000190
Multicounty assessing/collection		0.000014	0.000014	0.000113	0.000015	0.000015
Total tax administration		<u>0.000126</u>	<u>0.000125</u>	<u>0.000128</u>	<u>0.000276</u>	<u>0.000380</u>

(1) Amount needed to pay current principal and interest on legally issued general obligation bonds is unlimited.

(2) The Tax Administration tax rate includes both a state-wide levy and a county option levy. The Tax Administration tax levy is a state-wide levy determined by the Utah State Auditor and the State Tax Commission, with a maximum levy ceiling of .000500 where the tax revenue is distributed. Utah law allows counties individually to levy above .000500 for certain authorized purposes.

(Source: the Utah State Tax Commission; compiled by the Municipal Advisor.)

### Comparative Ad Valorem Total Property Tax Rates

County <sup>(1)</sup>	2025	2024	2023	2022	2021
Salt Lake.....	0.001253	0.001297	0.001394	0.001459	0.001777
Utah.....	0.000893	0.000652	0.000656	0.000661	0.000853
Davis.....	0.001016	0.001034	0.001152	0.001089	0.001435
Weber <sup>(2)</sup> .....	0.001511	0.001545	0.001507	0.001501	0.001829
Cache.....	0.001185	0.001124	0.001176	0.001234	0.001503
Tooele.....	0.001132	0.001255	0.000951	0.001144	0.001430
Box Elder.....	0.001291	0.001218	0.001200	0.001336	0.001549
Summit.....	0.000467	0.000491	0.000482	0.000619	0.000675
Uintah <sup>(2)</sup> .....	0.001121	0.001385	0.001129	0.001420	0.002618
<i>The County</i> <sup>(2)</sup> .....	<i>0.001039</i>	<i>0.001019</i>	<i>0.001045</i>	<i>0.001311</i>	<i>0.001749</i>
Juab.....	0.001951	0.001947	0.002096	0.001851	0.002145
Morgan <sup>(2)</sup> .....	0.001504	0.001727	0.001695	0.001963	0.002126

(1) Does not include the county and multicounty assessing and collecting tax administration tax rates. Counties ranked by population size (most populated to least populated; twenty-nine total counties).

(2) Excludes any "Library Fund" tax rate levied by a county

(Source: the Utah State Tax Commission; compiled by the Municipal Advisor.)

**Taxable and Fair Market/Market Value Of Property in the County**

Calendar Year	Taxable Value <sup>(1)</sup>	% Change Over Prior Year	Fair Market/Market Value <sup>(2)</sup>	% Change Over Prior Year
2025*	\$20,884,537,155	12.5%	\$26,874,983,066	12.5%
2024	18,572,070,454	15.6	23,885,936,469	15.7
2023	16,071,547,869	33.3	20,641,948,814	30.6
2022	12,059,648,044	42.9	15,802,439,529	43.6
2021	8,437,304,796	26.9	11,007,563,996	14.8

\* Preliminary; subject to change.

- (1) (1) Taxable valuation includes redevelopment agency valuation but excludes semi-conductor manufacturing equipment ("SCME"). The estimated redevelopment agency valuation for Calendar Year 2025 was approximately \$982.8 million; for Calendar Year 2024 was approximately \$626.4 million; for Calendar Year 2023 was approximately \$69.7 million; for Calendar Year 2022 was approximately \$63 million; for Calendar Year 2021 was approximately \$9.3 million. .
- (2) Estimated fair market values were calculated by dividing the taxable value of primary residential property by 55%, which eliminates the 45% exemption on primary residential property granted under the Property Tax Act. Does not include market valuation for SCME.

(Source: Information taken from reports of the State Tax Commission. Compiled by the Municipal Advisor.)

**Historical Summaries Of Taxable Value of Property in the County**

	Calendar Year					
	2025 Taxable Value*	% of TV	2024 Taxable Value	2023 Taxable Value	2022 Taxable Value	2021 Taxable Value
Set by State Tax Commission <i>(centrally assessed)</i> Total centrally assessed	\$141,315,299	0.7	\$152,952,317	\$124,009,991	\$144,182,745	\$143,453,006
Set by County Assessor <i>(locally assessed)</i> Real property (land and buildings)						
Primary residential	7,317,744,473	35.0	6,490,813,490	5,584,159,220	4,572,636,546	3,139,569,306
Secondary residential	10,704,489,726	51.3	9,494,844,562	8,159,752,369	5,937,349,717	4,068,570,098
Commercial and industrial	1,080,751,920	5.2	958,623,134	925,994,285	448,695,581	412,563,130
FAA (greenbelt)	9,911,618	0.0	8,791,570	6,445,416	6,322,114	6,426,743
Unimproved non FAA (vacant)	1,372,580,415	6.6	1,217,473,978	1,046,377,208	802,709,710	541,026,210
Agricultural	81,168,270	0.4	71,995,969	67,426,103	41,560,468	36,541,655
Total real property	20,566,646,422	98.5	18,242,542,703	15,790,154,601	11,809,274,136	8,204,697,142
Personal property						
Primary mobile homes	3,911,640	0.0	3,911,640	1,886,380	1,886,380	1,858,605
Secondary mobile homes	1,488,349	0.0	1,488,349	1,262,910	1,262,910	1,339,541
Other business	171,175,445	0.8	171,175,445	154,233,987	103,041,873	85,956,502
Total pers. property	176,575,434	0.8	176,575,434	157,383,277	106,191,163	89,154,648
Total locally assessed	20,743,221,856	99.3	18,419,118,137	15,947,537,878	11,915,465,299	8,293,851,790
Total taxable value	<u>\$20,884,537,155</u>	100.0	<u>\$18,572,070,454</u>	<u>\$16,071,547,869</u>	<u>\$12,059,648,044</u>	<u>\$8,437,304,796</u>

\* Preliminary; subject to change.

(Source: Information taken from reports of the State Tax Commission. Compiled by the Municipal Advisor.)

## Tax Collection Record of the County

Ad valorem property taxes are due on November 30 of each year. *For Calendar Year 2025, ad valorem property tax payments are due November 30, 2025 and paid to the County in mid-December 2025. Final tax payments for Fiscal Year 2025 are not available.*

Tax Year End 12/30	Total Taxes Levied <sup>(1)</sup>	Treasurer's Relief <sup>(2)</sup>	Net Taxes Assessed	Current Collections	Delinquent, Personal Property, and Misc. Collections <sup>(3)</sup>	Total Collections <sup>(4)</sup>	% of Current Collections to Net Taxes Assessed	% of Total Collections to Net Taxes Assessed
2024	\$21,061,434	\$117,383	\$20,944,051	\$19,173,469	\$1,662,674	\$20,836,143	91.5%	99.5%
2023	18,334,590	99,718	18,234,872	16,938,846	1,331,729	18,270,575	92.9	100.2
2022	17,237,809	79,148	17,158,661	15,682,634	1,200,336	16,882,970	91.4	98.4
2021	16,079,940	71,752	16,008,188	14,948,875	1,150,821	16,099,696	93.4	100.6
2020	15,908,134	80,590	15,827,544	14,747,539	1,057,505	15,805,044	93.2	99.9

- (1) Excludes redevelopment agencies valuation.
- (2) Treasurer's Relief includes abatements established by statute to low-income, elderly and for hardship situations. These Treasurer's Relief items are levied against the property but are never collected and paid to the entity
- (3) Delinquent Collections include interest, sales of real and personal property, and miscellaneous delinquent collections.
- (4) In addition to the Total Collections indicated above, the County also collected uniform fees (fees-in-lieu payments) for the funds as indicated in the preceding paragraph, for Tax Year 2024 of \$472,719; for Tax Year 2023 of \$528,889; for Tax Year 2022 of \$527,112; for Tax Year 2021 of \$520,995; and for Tax Year 2020 of \$452,573; from tax equivalent property associated with motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State.

(Source: Information taken from Utah State Tax Commission reports and compiled by the Municipal Advisor.)

### Some of the Largest Property Tax Taxpayers within the County

Taxpayer	Type of Business	2024 Taxable Value <sup>(1)</sup>	% of County's 2024 Taxable Value
IEG Pioche LLC.....	Marketing Consulting	\$ 78,398,781	0.4%
BLX Lease 2 LLC.....	Corporation Claimant	70,730,470	0.4
RS21 Mayflower LLC.....	Limited Liability Company	60,995,371	0.3
Pioche Village LLC.....	Real Estate Developer	37,720,370	0.2
Red Ledges Land Developers.....	Real Estate Developer	30,400,000	0.2
Park City Golden Eagle .....	Real Estate Developer	28,572,654	0.2
Re Investment Holdings LLC.....	Real Estate Holding	28,424,230	0.2
Jovid Mark II LLC.....	Real Estate Developer	26,295,520	0.1
Deer Valley Resort Company.....	Outdoor Recreation	25,828,615	0.1
Deer Crest Associates.....	Real Estate Developer	<u>23,130,324</u>	<u>0.1</u>
Totals.....		<u>\$410,496,335</u>	2.2%

- (1) Taxable Value used in this table *excludes* the taxable value used to determine "uniform fees" on tangible personal property.

(Source: Information taken from reports of the State Tax Commission and the County Treasurer, compiled by the Municipal Advisor.)

## LEGAL MATTERS

### Absence Of Litigation Concerning The 2026 Bonds

There is no litigation pending or threatened against the 2026 Bonds questioning or in any manner relating to or affecting the validity of the 2026 Bonds.

On the date of the execution and delivery of the 2026 Bonds, certificates will be delivered by the Authority and the County to the effect that to the knowledge of the Authority and the County, there is no action, suit, proceeding or litigation pending or threatened against the Authority or the County, which materially questions or affects the validity or enforceability of the 2026 Bonds or any proceedings or transactions relating to their authorization, execution, authentication, marketing, sale or delivery or which materially adversely affects the existence or powers of the Authority or the County.

A non-litigation opinion issued by Scott Sweat, County Attorney, dated the date of closing, will be provided stating, among other things, that there is not now pending, or to their knowledge threatened, any action, suit, proceeding, inquiry, or any other litigation or investigation, at law or in equity, before or by any court, public board or body, challenging the creation, organization or existence of the Authority or the County, or seeking to restrain or enjoin the issuance, sale or delivery of the 2026 Bonds, the legality of the purpose for which the 2026 Bonds are issued, or the validity of the 2026 Bonds or the issuance and sale thereof.

The County Attorney reports that several lawsuits have been filed against the County and/or its employees which implicate 42 U.S.C. § 1983, 42 U.S.C. § 1988, and other civil causes of action. The County generally has a statutory obligation to defend the County and to defend and indemnify its officers and employees for lawsuits arising from acts of the officers and employees while in the scope and course of employment. It is unlikely judgments in any of these lawsuits would materially impact the ability of the County to comply with or perform their obligations under the 2026 Bonds. However, in the event that the general fund is not sufficient to pay any outstanding judgment or judgments, the County has the ability under State law to levy a limited ad valorem tax to pay such judgments. This tax levy is separate and apart from the other taxing powers of the County.

## **General**

All legal matters incident to the authorization and issuance of the 2026 Bonds are subject to the approval of Gilmore & Bell, P.C., Bond Counsel to the Authority. Certain legal matters regarding this OFFICIAL STATEMENT will be passed on for the Authority by Gilmore & Bell, P.C., Disclosure Counsel. Certain legal matters will be passed upon for the Authority and the County by Scott Sweat, County Attorney. The approving opinion of Bond Counsel will be delivered with the 2026 Bonds. A copy of the opinion of Bond Counsel in substantially the form set forth in “APPENDIX C—FORM OF OPINION OF BOND COUNSEL” of this OFFICIAL STATEMENT will be made available upon request from the contact persons as indicated under “INTRODUCTION—Contact Persons” above.

## **TAX MATTERS**

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the 2026 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the 2026 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the 2026 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the 2026 Bonds.

### **Opinion Of Bond Counsel**

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under the law currently existing as of the issue date of the 2026 Bonds:

*Federal Tax Exemption.* The interest on the 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

*Alternative Minimum Tax.* Interest on the 2026 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

*State of Utah Tax Exemption.* The interest on the 2026 Bonds is exempt from State of Utah individual income taxes.

Bond Counsel's opinions are provided as of the date of the original issue of the 2026 Bonds, subject to the condition that the Board comply with all requirements of the Code that must be satisfied subsequent to the issuance of the 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Board has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the 2026 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the 2026 Bonds.

*No Other Opinion.* Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the 2026 Bonds, except as expressly provided herein.

### **Other Tax Consequences**

*Original Issue Discount.* For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a 2026 Bond over its issue price. The stated redemption price at maturity of a 2026 Bond is the sum of all payments on the 2026 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a 2026 Bond is generally the first price at which a substantial amount of the 2026 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a 2026 Bond during any accrual period generally equals (1) the issue price of that 2026 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that 2026 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that 2026 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that 2026 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

*Original Issue Premium.* For federal income tax purposes, premium is the excess of the issue price of a 2026 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a 2026 Bond is the sum of all payments on the 2026 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a 2026 Bond is generally the first price at which a substantial amount of the 2026 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the 2026 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the 2026 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the 2026 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

*Sale, Exchange or Retirement of Bonds.* Upon the sale, exchange or retirement (including redemption) of a 2026 Bond, an owner of the 2026 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the 2026 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the 2026 Bond. To the extent a 2026 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the 2026 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

*Reporting Requirements.* In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the 2026 Bonds, and to the proceeds paid on the sale of the 2026 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

*Collateral Federal Income Tax Consequences.* Prospective purchasers of the 2026 Bonds should be aware that ownership of the 2026 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2026 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of 2026 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the 2026 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that the interest on the 2026 Bonds may be included in adjustment for financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

## MISCELLANEOUS

### **Bond Ratings**

As of the date of this OFFICIAL STATEMENT, the 2026 Bonds have been rated “AA” by S&P. An explanation of this rating may be obtained from Moody’s. The Authority did not apply for a rating from Fitch or Moody’s Investors Service.

Such rating does not constitute a recommendation by the rating agency to buy, sell or hold the 2026 Bonds. Such rating reflects only the views of S&P and any desired explanation of the significance of such rating should be obtained from the rating agency. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own.

There is no assurance that the rating given the 2026 Bonds will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the 2026 Bonds.

### **Trustee**

The obligations and duties of the Trustee are described in the Indenture and the Trustee has undertaken only those obligations and duties that are expressly set out in the Indenture. The Trustee has not independently passed upon the validity of the 2026 Bonds, the security therefor, the adequacy of the provisions for payment thereof or the exclusion from gross income for federal tax purposes of the interest on the 2026 Bonds. The Trustee may resign or be removed or replaced as provided in the Indenture. See “APPENDIX A—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS.”

### **Municipal Advisor**

The Authority has requested, and the Authority has entered into an agreement with the Municipal Advisor whereunder the Municipal Advisor provides financial recommendations and guidance to the Authority with respect to preparation for sale of the 2026 Bonds, timing of sale, tax-exempt bond market conditions, costs of issuance and other factors related to the sale of the 2026 Bonds. The Municipal Advisor has read and participated in the drafting of certain portions of this OFFICIAL STATEMENT and has supervised the completion and editing thereof. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the OFFICIAL STATEMENT, or any other related information available to the Authority, with respect to accuracy and completeness of disclosure of such information, and the Municipal Advisor makes no guaranty or warranty respecting the accuracy and completeness of the OFFICIAL STATEMENT or any other matter related to the OFFICIAL STATEMENT.

### **Independent Auditors**

The financial statements of the County as of December 31, 2024 and for the year then ended, included in this OFFICIAL STATEMENT, have been audited by HBME, LLC, Bountiful, Utah (“HBME”), as stated in their report

in “APPENDIX B—BASIC FINANCIAL STATEMENTS OF WASATCH COUNTY, UTAH FOR FISCAL YEAR 2024.” HBME has not been engaged to perform and has not performed, since the date of their report included in the financial statements, any procedures on the financial statements.

HBME has not participated in the preparation or review of this OFFICIAL STATEMENT. Based upon their non-participation, they have not consented to the use of their name in this OFFICIAL STATEMENT.

**Additional Information**

All quotations contained herein from and summaries and explanations of the State Constitution, statutes, programs, laws of the State, court decisions, the Indenture and the Lease do not purport to be complete, and reference is made to said State Constitution, statutes, programs, laws, court decisions, Indenture and Lease for full and complete statements of their respective provisions.

Any statements in this OFFICIAL STATEMENT involving matters of opinion, whether or not expressly so stated, are intended as such and not as a representation of fact.

The appendices attached hereto are an integral part of this OFFICIAL STATEMENT and should be read in conjunction with the foregoing material.

*This PRELIMINARY OFFICIAL STATEMENT is in a form deemed final for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission.*

This OFFICIAL STATEMENT and its distribution and use have been duly authorized by the Authority and the County.

**Municipal Building Authority of Wasatch County, Utah**

**Wasatch County, Utah**

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## APPENDIX A

### EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS

The following extracts briefly outline certain provisions contained in the Indenture, the Master Lease and the Security Documents and are not to be considered as a full statement of the Indenture, the Master Lease and the Security Documents. Reference is made to the Indenture, the Master Lease and the Security Documents for full details of all of the terms of such documents, of the 2026 Bonds, the security provisions appertaining of the Indenture, the application of the Base Rentals and the definition of any terms used but not defined in this Official Statement.

### THE INDENTURE

#### Definitions

“Additional Bonds” means all Bonds (other than the Initial Bonds) issued under the Indenture.

“Authority Representative” means the Chair/President and Secretary-Treasurer of the Authority, and any other person or persons at any time designated to act on behalf of the Authority for purposes of performing any act on behalf of the Authority with respect to a Project by a written certificate furnished to the County and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Authority by any duly authorized officer of the Authority. Such certificate may designate an alternate or alternates. The Authority Representative may be an officer or employee of the Authority or the County.

“Base Rentals” means that portion of the rentals payable under the Master Lease which is pledged to the payment of debt service on the Bonds and to the replenishment of the Debt Service Reserve Fund under the Indenture.

“Bond Documents” means the Master Lease, the Security Documents and the Indenture.

“Bond Fund” means Municipal Building Authority of Wasatch County, Utah, Bond Fund established under the Indenture.

“Bond Registrar” means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the initial registrar for the Bonds pursuant to the Indenture, and any additional or successor registrar appointed pursuant to the Indenture.

“Bondholder,” “Holder,” “Owner” or “Registered Owner” means the person or persons in whose name or names a Bond shall be registered on the books of the Bond Registrar kept for that purpose in accordance with provisions of the Indenture.

“Bonds” means (i) the Initial Bonds, (ii) any Refunding Bonds issued pursuant to the Indenture and (iii) any Additional Bonds issued pursuant to the Indenture.

“Chair/President” means the Chair/President (including any acting Chair/President) of the Authority.

“Code” means the Internal Revenue Code of 1986, as amended.

“Construction Fund” means Municipal Building Authority of Wasatch County, Utah, Construction Fund established under the Indenture.

“County Representative” means the Chair, County Manager, and Clerk-Auditor of the County, and any other person at any time designated to act on behalf of the County for purposes of performing any act with respect to a Project by a written certificate furnished to the Authority and the Trustee containing the specimen signature of such person and signed on behalf of the County or any duly authorized officer thereof. Such certificate may designate an alternate or alternates. The County Representative may be an officer or employee of the Authority or the County.

“Cross-over Date” means with respect to Cross-over Refunding Bonds the date on which the Principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

“Cross-over Refunded Bonds” means Bonds or other obligations refunded by Cross-over Refunding Bonds.

“Cross-over Refunding Bonds” means Bonds issued for the purpose of refunding Bonds or other obligations if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

“Debt Service Reserve Fund” means the Municipal Building Authority of Wasatch County, Utah, Debt Service Reserve Fund established under the Indenture for the purpose of securing payment of Bonds issued under the Indenture.

“Debt Service Reserve Requirement” means with respect to each Series of Bonds issued pursuant to the Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (i) 10% of the proceeds of such Series of Bonds determined on the basis of original principal amount (unless original issue premium or original issue discount exceeds 2% of original principal, then determined on the basis of initial purchase price to the public), (ii) the maximum annual debt service during any year for such Series of Bonds and (iii) 125% of the average annual debt service for such Series of Bonds; provided, however, that in the event any Series of Refunding Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any Series issued pursuant to the Indenture (the “Prior Bonds”), then the portion of such Series of Prior Bonds that remain Outstanding immediately after the issuance of such Refunding Bonds and the portion of such Refunding Bonds that is allocable to the refunding of such Series of Prior Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two Series pro rata based upon the total principal amount remaining Outstanding for each Series. Each account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

“Deeds of Trust” means all Deeds and Leasehold Deeds of Trust entered into with respect to each Project financed pursuant to the terms of the Indenture.

“Direct Obligations” means direct noncallable obligations of (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America, obligations unconditionally guaranteed as to principal and interest by the United States of America and evidences of ownership interests in such direct or unconditionally guaranteed obligations.

“Direct Payments” means the interest subsidy payments received by the Authority from the Internal Revenue Service pursuant to Section 6431 and 1400U-2 of the Code or other similar programs (with respect to Bonds issued under the Indenture).

“Event of Default” means any occurrence or event specified in and defined by the Indenture.

“General Indenture” means the General Indenture of Trust, by and between the Authority and the Trustee.

“Indenture” means the General Indenture and any Supplemental Indentures entered into in compliance with the provisions of the Indenture.

“Initial Bonds” means the first Series of Bonds issued under the Indenture.

“Interest Payment Date” means the stated payment date of an installment of interest on the Bonds.

“Investment Obligations” means any of the following securities:

- (i) Direct Obligations;
- (ii) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer’s Home Administration; the Federal Housing Administration; the Maritime Administration; General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA’s);
- (iii) Money market funds rated at the time of purchase “AAAm” or “AAAm-G” or better by S&P, including money market funds from which the Trustee or its affiliates receive fees for investment, advisory or other services to the fund;
- (iv) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody’s or A-1+ by S&P, and which matures not more than 270 days after the date of purchase;
- (v) Bonds, notes or other evidences of indebtedness rated at the time of purchase “AAA” by S&P and “Aaa” by Moody’s issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;
- (vi) U.S. dollar denominated deposit accounts, federal funds and banker’s acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S&P and “P-1” by Moody’s and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
- (vii) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer’s Investment Fund; and
- (viii) Any investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated 1953, as amended.

“Master Lease” means the Master Lease Agreement dated as of November 1, 2021, by and between the Authority, as lessor and the County, as lessee and any amendments and supplements thereto entered into in accordance with the Indenture.

“Moody’s” means Moody’s Investors Service, its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority.

“Outstanding” or “Bonds Outstanding” means all Bonds which have been authenticated and delivered by the Trustee under the Indenture, except:

- (a) Bonds delivered to the Trustee for cancellation, whether after purchase in the open market or because of payment at, or redemption prior to, maturity;
- (b) Bonds in lieu of which others have been authenticated under the Indenture; and
- (c) Bonds deemed paid under the General Indenture.

“Paying Agent” means the Trustee, appointed as the initial paying agent for the Bonds pursuant to the Indenture, and any additional or successor paying agent appointed pursuant to the Indenture.

“Project” or “Projects” means collectively each Project identified in a Supplemental Indenture to be financed or refinanced with a Series of Bonds issued under the Indenture.

“Rebatable Arbitrage” shall mean with respect to any Series of Bonds the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

“Rebate Calculation Date” means, with respect to each Series of Tax-Exempt Bonds, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial Rebate Calculation Date for such Series of Bonds, and the date of retirement of the last Bond of such Series.

“Rebate Fund” means Municipal Building Authority of Wasatch County, Utah, Rebate Fund established by the Indenture.

“Recovery Zone Bonds” means interest subsidy bonds issuable by the Authority under Sections 1400U-2 and 6431 of the Code and a “qualified bond” under Section 1400U-2(a) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

“Refunding Bonds” means all Bonds (other than the Initial Bonds) issued pursuant to the Indenture.

“Regular Record Date” means the fifteenth day (whether or not a Business Day), as this term is defined in the Master Lease, next preceding each Interest Payment Date.

“Regulations” and all references thereto shall mean and include applicable final, proposed and temporary United States Treasury Regulations, promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

“Required Rebate Deposit” means, with respect to any Series of Bonds an amount determinable as of each Rebate Calculation Date, which when added to amounts then on deposit in the Rebate Fund with respect to such Series of Bonds, if any, equals the aggregate amount of Rebatable Arbitrage for such Series of Bonds less the amount of Rebatable Arbitrage theretofore paid to the United States with respect to such Series of Bonds, if any.

“Reserve Instrument” means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement. The term “Reserve Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

“Reserve Instrument Agreement” means any agreement entered into by the Authority and a Reserve Instrument Provider pursuant to a Supplemental Indenture and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

“Reserve Instrument Costs” means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement.

“Reserve Instrument Coverage” means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant to the Indenture under all Reserve Instruments.

“Reserve Instrument Fund” means the Municipal Building Authority of Wasatch County, Utah Reserve Instrument Fund created in the General Indenture to be held by the Trustee and administered pursuant to the General Indenture.

“Reserve Instrument Limit” means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into an account in the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the reduction of the Debt Service Reserve Requirement.

“Reserve Instrument Provider” means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

“Reserve Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Authority under such Reserve Instrument Agreement to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs.

“S&P” means S&P Global Ratings, its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority, with the approval of the Trustee.

“Secretary-Treasurer” means the Secretary-Treasurer (including any deputy or acting Secretary-Treasurer) of the Authority.

“Security Documents” means, collectively, the Deeds of Trust and the security documents described in each Supplemental Indenture.

“Security Instrument” means an instrument or other device issued by a Security Instrument Issuer to pay, or to provide security or liquidity for, a Series of Bonds. The term “Security Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and other security instruments and credit enhancement or liquidity devices (but does not include a Reserve Instrument); provided, however, that no such device or instrument shall be a “Security Instrument” for purposes of this Indenture unless specifically so designated in a Supplemental Indenture authorizing the use of such device or instrument.

“Security Instrument Agreement” means any agreement entered into by the Authority and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) providing for the issuance by such Security Instrument Issuer of a Security Instrument.

“Security Instrument Costs” means, with respect to any Security Instrument, all fees, premiums, expenses and similar costs, other than Security Instrument Repayment Obligations, required to be paid to a Security Instrument Issuer pursuant to a Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument. Such Security Instrument Agreement or Supplemental Indenture shall specify any fees, premiums, expenses, and costs constituting Security Instrument Costs.

“Security Instrument Issuer” means any bank or other financial institution, insurance company, Surety Company or other institution issuing a Security Instrument.

“Security Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Authority under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs.

“Serial Bonds” means those Bonds other than Term Bonds.

“Series” means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

“Sinking Fund Account” means Municipal Building Authority of Wasatch County, Utah, Sinking Fund Account of the Bond Fund established by the Indenture.

“Sinking Fund Installment” means the amount of money which is required to be deposited into the Sinking Fund Account in each year as specified in the Supplemental Indenture authorizing Term Bonds for the retirement of such Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

“Special Record Date” means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with the General Indenture.

“State” means the State of Utah.

“Supplemental Indenture” means any indenture between the Authority and the Trustee entered into pursuant to and in compliance with the provisions of the Indenture.

“Tax Credit Bonds” means the interest subsidy bonds issuable by the Authority under Sections 54AA and 6431 of the Code and a “qualified bond” under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

“Tax-Exempt Bonds” means Bonds the interest on which is intended to be excludable from gross income for federal income tax purposes.

“Term Bonds” means the Bonds which shall be subject to retirement by operation of mandatory sinking fund payments or redemptions from the Sinking Fund Account.

“Trust Estate” means the property conveyed to the Trustee pursuant to the Granting Clauses of the Indenture.

“Trustee” means Zions Bancorporation, National Association, a national banking association and its successors and any association resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

### **Indenture to Constitute Contract**

In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued under the Indenture by the Registered Owners thereof, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers and all Security Instruments by Security Instrument Issuers pursuant thereto, the Indenture shall be deemed to be and shall constitute a contract between the Authority and the Owners from time to time of the Bonds; the Security Instrument Issuers and the Reserve Instrument Providers and the pledge made in the Indenture and the covenants and agreements set forth therein to be performed by or on behalf of the Authority shall be for FIRST, the equal benefit, protection and security of the Owners of any and all of the Bonds all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by the Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

### **Limited Obligation**

The Bonds shall not be general obligations but shall be special, limited obligations of the Authority payable solely out of and to the extent available from the Base Rentals, and, if paid by the County, the Purchase Option Price under the Master Lease and other amounts derived from the leasing of the Projects (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof and, under certain circumstances, to moneys held in funds or accounts by the Trustee, to Net Proceeds from insurance policies, performance bonds, condemnation awards and liquidation proceeds with respect to the Projects and from Direct Payments) and shall be a valid claim of the respective Bondholders thereof only against the Bond Fund, the Debt Service Reserve Fund and other moneys held by the Trustee and the Base Rentals, and other amounts derived from the leasing of the Projects under the Master Lease, which Base Rentals and other amounts are pledged

by the Indenture, assigned and otherwise secured for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds (including any make whole interest payments or redemption premiums on any Bonds), except as may be otherwise expressly authorized in the Indenture or in the Master Lease. The Authority shall not be obligated to pay the principal of such Bonds or the interest thereon or other costs incident thereto except from the moneys pledged therefor under the Indenture. The Bonds and the interest thereon shall never constitute an indebtedness of the County within the meaning of any constitutional limitation or statutory provision and shall not constitute or give rise to a pecuniary liability of the County or a charge against the general credit or taxing power of the County. Neither the County, nor the Authority on its behalf, has pledged the credit of the County to the payment of the Bonds, the interest thereon or amounts due or to become due under the Master Lease. The County shall not be obligated to appropriate County Funds for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price under the Master Lease, and no judgment may be entered against the County in the event of an insufficiency of moneys to pay the principal of, premium, if any, and interest on the Bonds. The payment obligations of the County under the Master Lease are subject to annual renewal and will be terminated upon the occurrence of an Event of Nonappropriation. In such event, all payments from the County under the Master Lease will terminate, and the Bonds and the interest thereon will be payable solely from and to the extent of such moneys, if any, as may be held by the Trustee under the Indenture (except amounts held for the payment of Bonds not deemed Outstanding) and, subject to the provisions of Article IX of the Indenture, any moneys made available from a liquidation of the Authority's interest in the Project financed with such Bonds subsequent to foreclosure of the lien of the Indenture and the Security Documents. No deficiency judgment subsequent to foreclosure of the lien of the Indenture and the Security Documents may be entered against the County or the Authority, and no breach of any provision of the Master Lease, the Security Documents or the Indenture shall impose any general obligation or liability upon or a charge against the County, the Authority or upon the general credit or taxing powers of the County. Except as expressly provided in the Master Lease, no judgment requiring a payment of money may be entered against the County under the Master Lease.

#### **Subordination of Master Lease to Indenture**

As provided in the Indenture, pursuant to the Master Lease, the County's interest in the Projects and its interest as lessee under the Master Lease shall at all times be subject to the lien of the Indenture; provided, however, that so long as no Event of Default under the Indenture or an Event of Nonappropriation has occurred and is then continuing, the Master Lease shall remain in full force and effect notwithstanding such subordination, and the County shall not be disturbed by the Authority or the Trustee in its possession, use and enjoyment of the Projects during the term of the Master Lease or in the enjoyment of its rights under the Master Lease; provided further that the Indenture and the rights and privileges thereunder of the Trustee and Bondholders are specifically made subject and subordinate to the rights and privileges of the County set forth in the Master Lease to exercise its option to purchase the Projects in the event of, and subsequent to, the occurrence of an Event of Default, but prior to the liquidation of the Authority's interest in the Projects. As a condition of the exercise of such option, the County under the Master Lease must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Nonappropriation. The Trustee agrees that it shall execute and deliver any instrument necessary or appropriate at any time to confirm, evidence or enable the County to enjoy such rights and privileges, including without limitation, those referred to in the Indenture.

#### **Nonpresentation of Bonds**

Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under the Indenture or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Authority the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority, and the Registered Owner thereof shall be entitled to look only to the Authority for payment, and then only

to the extent of the amount so repaid, and the Authority shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of the Indenture with respect to the non-presentation of bonds are subject to the provisions of Title 67, Chapter 4a, Utah Code Annotated 1953, as amended.

## **General Covenants**

Payment of Principal and Premium, if any, and Interest. The Authority covenants that it will promptly pay the principal of and premium, if any, and interest on every Bond issued under the Indenture at the place, on the dates and in the manner provided therein and in the Bonds according to the true intent and meaning thereof, but solely from the Trust Estate created by the Indenture, including the Base Rentals and, if paid by the County under the Master Lease, the Purchase Option Price with respect to a Project or Projects, and other amounts pledged therefor which are from time to time held by Trustee in the Bond Fund and the Debt Service Reserve Fund. The principal of and premium, if any, and interest on the Bonds are payable solely from the Trust Estate created by the Indenture, including the Base Rentals and, if paid by the County under the Master Lease, the Purchase Option Price with respect to a Project or Projects, and other amounts derived from the lease of the Projects and otherwise as provided in the Indenture, in the Security Documents, and in the Master Lease, which amounts are specifically pledged by the Indenture to the payment thereof in the manner and to the extent in the Indenture and in the Master Lease specified, and nothing in the Bonds or in the Indenture shall be construed as pledging any other funds or assets of the Authority or the County. The Authority shall in no event be liable for the payment of the principal of and premium, if any, or interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Authority except to the extent that the moneys, properties, interests and assets constituting the Trust Estate are sufficient therefor.

Further Assurances. The Authority will, at the County's expense, do, execute, acknowledge and deliver all and every act, deed, conveyance, transfer and assurance necessary or proper for the perfection of the lien and security interest being provided in the Indenture for in the Trust Estate, whether now owned or held or hereafter acquired, including, but not limited to, such financing statements and continuation statements as shall be necessary under applicable law to perfect and maintain the security interest being provided in the Indenture for in the Trust Estate.

Actions with Respect to the Trust Estate. The Authority will not:

(a) Declare a default or exercise the remedies of the seller or lessor, as the case may be, under, or terminate, modify or accept a surrender of, or offer or agree to any termination, waiver, modification or surrender of, the Master Lease (except as otherwise expressly provided in the Indenture) or by affirmative act consent to the creation or existence of any lien or encumbrance (other than the security interest and lien of the Indenture and the Security Documents) to secure the payment of indebtedness upon the leasehold or other estate created by the Master Lease or any part of any thereof; or

(b) Receive or collect or permit the receipt or collection of any payment under the Master Lease prior to the date for the payment thereof provided for by the Master Lease or assign, transfer or hypothecate (other than to the Trustee under the Indenture) any revenues or other payment then due or to accrue in the future under the Master Lease in respect of the Projects; or

(c) Sell, mortgage, transfer, assign or hypothecate (other than to the Trustee under the Indenture) its interest in the Projects or any part thereof or interest therein or in any amount to be received by it from the disposition of the Projects except as provided under the Indenture, and except as provided in the Master Lease and the Security Documents.

Power of Attorney in Respect of the Master Lease. The Authority irrevocably constitutes and appoints the Trustee its true and lawful attorney with an interest and full power of substitution, for it and in its name, place and stead (a) to ask, demand, collect, receive and receipt for any and all rents, income and other sums which are assigned under the Granting Clauses of the Indenture, and (b) without limiting the provisions of the foregoing clause (a), during the continuance of any Event of Default under the Indenture, to exercise any remedies available under the Master Lease and the Security Documents as fully as the Authority could itself do, and to perform all other necessary or appropriate acts with respect to any such remedies, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Authority or otherwise, which the Trustee may deem necessary or appropriate to protect and preserve the right, title and interest of the Trustee (but only to the extent

specifically provided in the Indenture) in the Master Lease and to the Base Rentals, the Additional Rentals, the Purchase Option Price, the Net Proceeds and all other amounts payable under the Master Lease and other sums and the security intended to be afforded under the Indenture, whether or not the Authority is in default thereunder.

#### **Use of Bond Fund**

(a) There shall be deposited into the Bond Fund all accrued interest received, if any, at the time of the issuance, sale and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (i) any amount directed to be paid into the Bond Fund pursuant to the Master Lease or any amount in the Debt Service Reserve Fund directed to be paid into the Bond Fund in accordance with the provisions of the Indenture; (ii) any Net Proceeds of any insurance policy, performance bond or condemnation award to be deposited in the Bond Fund pursuant to the Master Lease; (iii) all Base Rentals, and, if paid by the County, that portion of the Purchase Option Price attributable to the retirement of the applicable Series of Bonds issued under the Indenture, as specified in the Master Lease; and (iv) any Direct Payments and all other moneys received by the Trustee under and pursuant to any of the provisions of the Indenture or of the Master Lease which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The Authority covenants and agrees that so long as any of the Bonds issued under the Indenture are Outstanding it will deposit, or cause to be paid to the Trustee for deposit in the Bond Fund for its account, any moneys which are pledged under the Indenture for the payment of the principal of and premium, if any, and interest on the Bonds and which are required to be deposited into the Bond Fund.

(b) Except as provided in the Indenture, moneys in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, and interest on the Bonds and for the redemption of the Bonds prior to maturity.

(c) The Bond Fund shall be in the custody of the Trustee but in the name of the Authority, and the Authority authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee accepts.

#### **Use of Sinking Fund**

(a) As required by Supplemental Indenture, the Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Authority, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant to the Indenture, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account). Sinking Fund Installments may also be collected in the Sinking Fund Account without redemption of Bonds prior to maturity.

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the principal of such Term Bonds.

#### **Use of Debt Service Reserve Fund**

(a) Except as otherwise provided in the Indenture, moneys in accounts within the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the Debt Service Reserve Requirement. In calculating the amount on deposit in each account of the Debt Service Reserve Fund, the amount available under the Reserve Instrument Coverage will be treated as an amount on deposit therein. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify that the amount, if any, of the Debt Service Reserve Requirement applicable to such Series which shall be deposited immediately upon the issuance and delivery of such Series either from (a) proceeds from the sale thereof or from any other

legally available source or may be built up over time as provided by the Supplemental Indenture, or (b) by a Reserve Instrument, or (c) any combination thereof. Funds on deposit in accounts within the Debt Service Reserve Fund shall be used only to make up any deficiencies in accounts within the Bond Fund with respect to the related Series of Bonds.

(b) If on any Interest Payment Date the moneys held in the Bond Fund are insufficient to pay all interest, premium, if any, and principal then becoming due on the Bonds of a Series for which an account of the Debt Service Reserve Fund has been established, the Trustee shall transfer, on or before such date, moneys from the applicable accounts within the Debt Service Reserve Fund to the Bond Fund to the extent necessary so that the amount of money so transferred plus all moneys then held in the Bond Fund for such Series of Bonds shall be sufficient to pay all interest, premium, if any, and principal payments then becoming due and payable on such date;

(c) In the event funds on deposit in the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in an account of the Debt Service Reserve Fund to make up such deficiency and a Reserve Instrument applicable to such Series of Bonds is in effect, the Trustee shall immediately make a demand for payment on such Reserve Instrument, to the maximum extent authorized by such Reserve Instrument, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Authority shall be obligated to reinstate the Reserve Instrument from Base Rentals received from the County under the Master Lease, including any interest owing on any draws on the Reserve Instrument.

(d) No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds is Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required.

(e) In the event that the County shall exercise its option to purchase a Project or Projects and terminate its payment obligations under the Master Lease upon payment of the Purchase Option Price with respect to said Project or Projects, the Trustee shall transfer all moneys held in the Debt Service Reserve Fund (other than any amount drawn under any Reserve Instrument) applicable to said Project or Projects to the Bond Fund in accordance with the written direction of the County.

(f) In the event moneys are drawn from the related account of the Debt Service Reserve Fund to pay principal, premium or interest on the related Series of Bonds, such that there shall be remaining in said account an amount less than the Debt Service Reserve Requirement, the Trustee shall immediately give notice to the Authority and the County of such deficiency. Such account shall be replenished to the Debt Service Reserve Requirement upon the deposit by the Trustee of the additional Base Rental payment to be paid by the County pursuant to the Master Lease.

(g) Any moneys (other than any amount drawn under any Reserve Instrument) remaining in the related account of the Debt Service Reserve Fund with respect to a Series of Bonds on the final maturity of said Series of Bonds (whether at stated maturity or upon prior redemption) shall be transferred on such date into the Bond Fund.

(h) If, following the payment of principal and interest due on a Series of Bonds on each Interest Payment Date, the moneys (other than any amount drawn under any Reserve Instrument) held in the related account of the Debt Service Reserve Fund exceed the related Debt Service Reserve Requirement, all moneys in excess of said sum shall be immediately transferred to the Bond Fund. To the extent so paid, such excess shall reduce the amount of the succeeding Base Rental otherwise payable under the Master Lease.

(i) Moneys at any time on deposit in an account of the Debt Service Reserve Fund shall be used to make up deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to the Series of Bonds for which such Reserve Instrument was obtained.

### **Use of Construction Fund; Disbursements**

The moneys in the Construction Fund shall be expended in accordance with the provisions of the Master Lease and the Supplemental Indenture authorizing such Series of Bonds.

### **Use of Rebate Fund and Arbitrage Rebate**

(a) When directed in writing to do so by the Authority, the Trustee shall establish and thereafter maintain, so long as the Bonds are Outstanding, a Rebate Fund and an account therein for each such Series, which shall be held separate and apart from all other funds and accounts established under the Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for all Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, less amounts of Rebatable Arbitrage theretofore paid to the United States for all Series of Bonds, the Trustee shall, upon the Authority's request, withdraw from the Rebate Fund and pay to the Authority an amount not to exceed such excess.

(c) The Authority shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date. The Authority shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) within 30 days of each such Rebate Calculation Date. The Authority shall instruct the Trustee to withdraw from the Rebate Fund and pay over to the United States Government with respect to each Series of Bonds: (1) not less frequently than once each five years commencing no later than 60 days after the first Rebate Calculation Date for such Series of Bonds and upon each fifth anniversary of such date, an amount which when added to all previous rebate payments made with respect to such Series of Bonds equals 90% of the sum of the Rebatable Arbitrage pertaining to such Series of Bonds, and (2) not later than 60 days after the retirement of the last Bond of such Series, 100% of the Rebatable Arbitrage with respect to such Series. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Authority from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional.

### **Moneys to be Held in Trust**

All moneys required to be deposited with or paid to the Trustee for account to any fund referred to in any provision of the Indenture or the Master Lease shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the payment of Bonds not then deemed Outstanding shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created by the Indenture.

### **Investment of Funds**

The County will direct the Trustee in investing amounts held in the funds created under the Indenture. Any moneys held as part of the Construction Fund, the Debt Service Reserve Fund, the Rebate Fund or any other fund shall be invested and reinvested by the Trustee in Investment Obligations at the written direction of the County in accordance with the provisions of the Indenture and the Master Lease. Any such investments shall be held by or under the control of the Trustee. The Trustee shall sell and reduce to cash a sufficient amount of such investments within the Bond Fund whenever the cash balance therein is insufficient to pay the principal of and premium, if any, and interest on the Bonds when due. All income and earnings from the investment of amounts on deposit in any fund shall be retained therein; provided, however, that any moneys held in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement shall be transferred to the Bond Fund at least annually.

## Method of Valuation and Frequency of Valuation

In computing the amount in any Fund or account, Investment Obligations shall be valued at the fair market value of such Obligations, exclusive of accrued interest. All funds and accounts are to be valued on the basis of a market valuation conducted annually by the Trustee.

## Additional Parity Bonds

Refunding Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Refunding Bonds may be issued, authenticated and delivered for the purpose of refunding Bonds or other obligations of the Authority (with accompanying security documentation and pledge of refinanced property). The Refunding Bonds may be issued in one or more Series, shall be authenticated and registered by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Refunding Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon satisfaction of the conditions specified in the Indenture and there being filed with the Trustee:

(a) Original executed counterparts of a Supplemental Indenture, a supplement or amendment (if necessary) to the Security Documents and the Master Lease providing for the issuance of such Refunding Bonds, and further providing for a revision to the Base Rentals to be paid by the County under the Master Lease to such amount as shall be necessary to pay, assuming that no Event of Default or Event of Nonappropriation shall occur, the principal of, premium, if any, and interest on the Bonds (including the Refunding Bonds being issued and the Initial Bonds and any Bonds theretofore issued and to remain Outstanding), and to extend the Lease Term if the maturity of any of the Refunding Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Refunding Bonds, the rate or rates of interest on the Refunding Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the Supplemental Indenture;

(b) If any of the Bonds being refunded were Tax-Exempt Bonds or were designated as Tax Credit Bonds qualifying for Direct Payments, a written opinion of nationally recognized bond counsel, to the effect that the exclusion from gross income of the interest on the Tax-Exempt Bonds being refunded or the status of the Bonds as Tax Credit Bonds qualifying for Direct Payments, for federal income tax purposes, will not be adversely affected by the issuance of the Refunding Bonds being issued;

(c) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Bonds being refunded or commitment therefor (or if the bonds or other obligations being refunded were not issued pursuant to the Indenture, an ALTA Mortgagee title insurance policy or commitment therefor), which endorsement or policy shall insure to the date of issuance of such Refunding Bonds and the recording of any supplement or amendment to the Security Documents the continuing validity of the lien thereof, as modified by any supplement or amendment to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or policy shall increase the amount of title insurance coverage thereunder, if necessary, to an amount, which when added to the coverage provided under any other title policies delivered with respect to other Bonds then Outstanding and issued with respect to the Project financed by the Bonds or other obligations to be refunded, is at least equal to the aggregate principal amount of all Bonds to be Outstanding with respect to such Project following said refunding and naming the Trustee as an insured; alternatively, the Authority may reasonably expect to be able to deliver the required mortgage title insurance following delivery of the related Series of Bonds, provided that no proceeds of such Bonds shall be drawn out of the Construction Fund until such mortgage title insurance is delivered (except for costs of issuance related to such Bonds);

(d) (i) A report of an independent firm of certified public accountants to the effect that, upon the issuance of the Refunding Bonds, moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient to cause the Bonds (or other obligations) being refunded to be deemed paid under the Indenture (or a comparable provision of the documents authorizing the obligations to be refunded even if not deemed paid for Cross-over Refunding Bonds); or (ii) in the event that the Bonds (or other obligations)

to be refunded are to be redeemed on the date of issuance of the Refunding Bonds or within ninety (90) days thereafter, there shall be delivered to the Trustee evidence satisfactory to it that upon the issuance of the Refunding Bonds moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient, without taking into account investment earnings thereon, to redeem the Bonds (or other obligations); and

(e) A certificate of the Authority, stating that as of the date of such delivery no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Master Lease and there has not occurred and is then continuing an Event of Nonappropriation; provided however that the existence of an Event of Default shall not preclude the issuance of any Additional Bonds if: (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture and (ii) any Event of Default will cease to continue upon the issuance of such Additional Bonds and the application of the proceeds thereof.

Each Series of Refunding Bonds issued pursuant to the Indenture shall be equally and ratably secured under the Indenture with the Initial Bonds and all other Series of Additional Bonds and Refunding Bonds, if any, theretofore issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

Additional Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Additional Bonds may be issued, authenticated and delivered for the purpose of financing Costs of Acquisition and Construction of a Project or Projects. Such Additional Bonds shall be payable solely from the Base Rentals and, if paid by the County, the Purchase Option Price and other amounts derived from the leasing of the Projects. The Additional Bonds may be issued in one or more Series, shall be authenticated by the Trustee and registered and, upon payment to the Trustee of the proceeds of said sale of Additional Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon satisfaction of the conditions specified in the Indenture and there being filed with the Trustee:

(a) Original executed counterparts of a Supplemental Indenture, additional Security Documents or a supplement or amendment (if necessary) to the Security Documents and Master Lease providing for the financing of a Project and for the issuance of the Additional Bonds and further providing for an increase in the Base Rentals to be paid by the County under the Master Lease in such amount as shall be necessary to pay, assuming that no Event of Default or Event of Nonappropriation shall occur, the principal of, premium, if any, and interest on the Bonds (including the Additional Bonds being issued and any theretofore issued and Outstanding), and to extend the Lease Term if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Additional Bonds, the rate or rates of interest on the Additional Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the Supplemental Indenture;

(b) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Initial Bonds (or other Bonds) or commitment therefor or an additional ALTA mortgagee title insurance policy or commitment therefor, which endorsement or policy shall insure to the date of issuance of such Additional Bonds and the recording of any additional Security Documents or supplement to the Security Documents, if required, the continuing validity of the lien thereof, as modified by any supplement to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or additional policy shall increase the amount of title insurance coverage thereunder to an amount at least equal to the aggregate principal amount of the Additional Bonds to be issued (or in the case of Additional Bonds issued to complete or extend a Project previously financed under the Indenture the endorsement to the original policy for such Project shall increase the coverage to at least the aggregate principal amount of Bonds issued for such Project to be Outstanding following the issuance of such Additional Bonds) and naming the Trustee as an insured. In the event that the property upon which additional projects are to be located has not been acquired at or prior to the time of issuance of the Additional Bonds, the amendment to Master Lease relating to such Additional Bonds shall require that such endorsement or additional title policy with respect to such property be delivered at the time

of or prior to any disbursements being made from the Construction Fund with respect to such portion of the Project (except for costs of issuance related to such Bonds);

(c) if such Series of Additional Bonds is being issued in whole or in part for construction purposes, (i) a copy, duly certified by the Secretary-Treasurer of the Authority, of the project contract and architect's agreement with respect to such construction and the performance and payment bond covering such contract or, in the alternative, a requirement that a copy of such documents be delivered to the Trustee prior to the time that moneys are withdrawn from the Construction Fund with respect to such portions of the Project, and (ii) a certificate of the architect or engineer responsible for planning and designing any such construction which sets forth the estimated useful life of the Project or Projects, as so improved and extended, in compliance with Section 17D-2-301 of the Act; and

(e) a certificate of the Authority, stating that as of the date of such delivery no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Master Lease and there has not occurred and is then continuing an Event of Nonappropriation; provided however that the existence of an Event of Default shall not preclude the issuance of any Additional Bonds if: (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture and (ii) any Event of Default will cease to continue upon the issuance of such Additional Bonds and the application of the proceeds thereof.

Each Series of Additional Bonds issued pursuant to the Indenture shall be equally and ratably secured under the Indenture with the Initial Bonds and all other Series of Additional Bonds and Refunding Bonds, if any, theretofore issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

#### **Discharge of Lien**

If the Authority shall pay or cause to be paid, or there shall be otherwise paid or unconditional provisions for payment made to or for the Bondholders, the principal of and premium, if any, and interest due or to become due on the Bonds at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee and any paying agents, all Security Instrument Issuers, and all Reserve Instrument Providers all sums of money due or to become due according to the provisions of the Indenture (including any make whole interest payment or redemption premiums), then these presents and the estate and rights granted by the Indenture shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of the Indenture, and release, assign and deliver unto the Authority and the County any and all the estate, right, title and interest in and to any and all rights assigned to the Trustee or otherwise subject to the lien of the Indenture, including amounts in the Bond Fund and the Debt Service Reserve Fund and all rights granted under the Security Documents, except moneys or securities held by the Trustee for the payment of the principal of and premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid for all purposes of the Indenture when (a) payment of the principal of and the applicable redemption premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in the Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust, and the Trustee shall have irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, and/or (2) Direct Obligations maturing as to principal and interest in such amount and at such times as will insure, without reinvestment, the availability of sufficient moneys to make such payment as verified by a Certified Public Accountant, and (b) all necessary and proper fees, compensation and expenses of the Trustee and any paying agents pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such time as a Bond shall be deemed to be paid under the Indenture, as aforesaid, it shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such moneys or Direct Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until: (a) proper notice of redemption of such Bonds shall have been previously given in accordance with the Indenture, or in the event said Bonds are not by their terms subject to

redemption within the next succeeding sixty days, until the Authority shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Bondholders of the Bonds, in accordance with the redemption provisions of the Indenture, that the deposit required by (a)(ii) above has been made with or for the benefit of the Trustee and that said Bonds are deemed to have been paid in accordance with the general covenants of the Indenture, and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds and to call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity; or (b) the maturity of such Bonds.

All moneys so deposited with or for the benefit of the Trustee as provided in the Indenture may at the direction of the Authority also be invested and reinvested in Direct Obligations, maturing in the amounts and at times as set forth in the Indenture, and all income from all Direct Obligations pursuant to the Indenture which is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund.

The Authority covenants that no deposit will be made under the Indenture and no use made of any such deposit which would cause the Tax-Exempt Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code.

Notwithstanding any other provision of the Indenture, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of the Indenture regarding the discharge of the lien for the payment of Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including interest and premium thereof, if any) with respect to which such moneys and Direct Obligations have been so set aside in trust.

#### **Events of Default**

Any of the following events constitute an “Event of Default” under the Indenture:

- (a) Failure to pay when due interest on any Bond;
- (b) Failure to pay when due the principal of, or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof (other than as specified in a conditional notice of redemption);
- (c) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the Authority contained in the Indenture or in the Bonds and failure to remedy the same after notice thereof pursuant to the Indenture;
- (d) The occurrence of an event of default under the terms of any of the Bond Documents on the part of either the Authority or the County;
- (e) The Authority shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;
- (f) The Authority (1) is adjudged insolvent by a court of competent jurisdiction, (2) admits in writing its inability to pay its debts generally as they become due, (3) files a petition in bankruptcy, (4) makes an assignment for the benefit of creditors, or (5) consents to the appointment of a receiver of itself or property with respect to the Projects;
- (g) An order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Authority, a receiver of the Authority or of the property with respect to the Projects, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of such appointment;

(h) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Authority under the provisions of any bankruptcy act and such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of entry of such order, judgment or decree;

(i) Under the provisions of any other law now or hereafter existing for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the property with respect to the Projects or any part thereof, and such custody or control shall not be terminated within sixty days from the date of assumption of such custody or control; or

(j) Subject to the limitations contained in the Master Lease, the Authority shall unreasonably delay or fail to carry on with reasonable dispatch, or shall discontinue construction of any substantial part of a Project.

### **Acceleration, Limitation on Remedies**

Upon the occurrence and continuation of an Event of Default, the Trustee shall (subject to (a) the applicable provisions of the related Supplemental Indenture and (b) the rights of any Security Instrument Issuer contained in a Supplemental Indenture) have all the rights and remedies with respect to the Trust Estate as the Authority, as lessor, has against the Projects and the County under the pertinent provisions of the Master Lease; and the Trustee may, and upon the written request of Bondholders of not less than 25% in aggregate principal amount of the Bonds Outstanding shall, by notice in writing delivered to the Authority, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable without further action. Such amounts of principal and interest shall bear interest from the date of acceleration, as provided in the Indenture, until paid at the same rate borne by the accelerated Bonds prior to acceleration.

Upon any sale made either under the power of sale given granted under the Indenture or given in the Security Documents or under a judgment, order or decree made in any judicial proceedings for the foreclosure or enforcement of the Indenture and/or the Security Documents, the principal of all Bonds then outstanding, if not previously due, shall at once become and be immediately due and payable without declaration or notice by the Trustee or the Bondholders.

Notwithstanding anything to the contrary contained in the Indenture, no deficiency judgment upon foreclosure of the lien of the Indenture or of the Security Documents against the Projects may be entered against the County or the Authority, and no breach of any provision of the Master Lease, the Security Documents or the Indenture shall impose any general obligation or liability upon or a charge against the County or the Authority or upon the general credit or taxing powers of the County. Additionally, no judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Nonappropriation under the Master Lease; provided to the extent permitted by law that the Trustee may, subject to compliance with the applicable provisions of the "one action rule" set forth in Title 78B, Chapter 6, Utah Code Annotated 1953, as amended, recover from the County: (a) the portion of Base Rentals and Additional Rentals (including amounts owed to any Security Instrument Issuer and any Reserve Instrument Provider) which are or would otherwise have been payable under the Master Lease during any period in which the County continues to use, occupy and operate a Project or Projects or any portion thereof; and (b) Base Rentals and Additional Rentals which are or would otherwise have been payable by the County under the Master Lease during the remainder, after the County vacates the applicable Project or Projects, of the then-current annual term of the Master Lease in which such Event of Default occurs for which term the County had lawfully appropriated moneys for purposes of paying such Base Rentals and Additional Rentals; provided, however, that the Authority shall be obligated to the County to use its best efforts to lease or sublease the Project or Projects for the remainder of such annual term, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the County under this clause (b).

Notwithstanding anything in the Indenture to the contrary, the rights and privileges of the Trustee and the Bondholders are subject to the right of the County to purchase the Project or Projects as set forth in the Master Lease and the Trustee shall make no final sale or other final disposition of any interest in said Project or Projects pursuant to any available foreclosure remedy without notifying the County in writing of the occurrence of an Event of Default,

and allowing the County ninety days from the mailing of such notice to exercise its option and purchase the Project or Projects.

### **Surrender of Possession of Projects; Rights and Duties of Trustee in Possession**

Subject to the provisions of the Indenture, upon the occurrence and continuation of an Event of Default under the Indenture, the Authority, upon demand of the Trustee, shall forthwith surrender possession of the Projects, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Projects together with the books, papers and accounts of the Authority pertaining thereto, and including the rights and the position of the Authority with respect to the Projects under the Master Lease and to make all needful repairs and improvements as the Trustee shall deem wise. Upon the occurrence and continuation of an Event of Default, the Trustee may execute a written notice of default and an election to cause the Authority's interest in the Projects or any portion thereof to be sold (subject to any reversionary rights of the County which may be retained in the Project site or sites in the event any ground lease may be executed between the Authority and the County) to satisfy the obligations of the Authority under the Indenture in accordance with the provisions of the Security Documents and/or may cause a sale of personal property as provided by law. The Trustee may also lease or otherwise dispose of the Authority's interest in the Projects in the name and for the account of the Authority and in such manner as the Trustee, in its sole discretion, may elect. In connection with any such sale or leasing of the Projects, the Trustee may collect, receive and sequester the rental payments, revenues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver pay, or set up the proper reserve for the payment of, all proper costs and expenses of so taking, holding, leasing, selling and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee under the Indenture, and any taxes and assessments and other charges prior to the lien of the Indenture and the Security Documents which the Trustee may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions of the Indenture. Whenever all that is due upon the Bonds and all other obligations secured by the Indenture shall have been paid and all defaults made, cured or waived, the Trustee shall surrender whatever possession the Trustee shall retain to the Authority; the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property the Trustee shall render annually to the Authority and the County and, at the request and at the expense of any Bondholder, at its address set forth in the registration book required by the Indenture, a summarized statement of income and expenditures in connection therewith.

While any Bonds are Outstanding, the Authority shall not exercise any of the remedies on default specified in the Master Lease without the prior written consent of the Trustee and any Security Instrument Issuer.

### **Other Remedies; Rights of Bondholders**

Except as otherwise limited by the provisions of the Indenture and subject to the rights of any Security Instrument Issuer, upon the occurrence of an Event of Default under the Indenture, the Trustee may, upon being satisfactorily indemnified, pursue any available remedy that it deems to be in the best interest of the Bondholders by suit at law or in equity to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding, and subject to the rights of any Security Instrument Issuer

Subject to the right of Bondholders to direct proceedings as specified in the Indenture, if an Event of Default shall have occurred under the Indenture, and if requested so to do by the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by the Indenture, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders under the Indenture or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default under the Indenture shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient. Every power or remedy given by the Indenture, the Master Lease or the Security Documents or to which the Trustee may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee, and the Trustee may pursue inconsistent remedies.

No waiver of any default or Event of Default under the Indenture, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Notwithstanding anything contained in the Indenture or in the Security Documents to the contrary, upon the occurrence and continuance of an Event of Default, before taking any foreclosure action or any action which may subject the Trustee to liability under any Environmental Law, the Trustee may require that a satisfactory indemnity bond, indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such foreclosure or other action. The term "Environmental Law" shall mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto. The term "Hazardous Substances" shall mean any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or other similar term, and now or hereafter regulated under any Environmental Law, including without limitation, asbestos, petroleum and hydrocarbon products. If the approval of a government regulator shall be a condition precedent to taking any foreclosure action, then the Trustee shall not be required to take such action until such approval is obtained.

#### **Right of Bondholders to Direct Proceedings**

Except as otherwise provided by Supplemental Indenture, the Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings authorized under the Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture and such bondholders have provided the Trustee indemnification as it is provided in the Indenture. Unless indemnified therefor, the Trustee shall have the right to decline to follow any direction of Bondholders that in the sole discretion of the Trustee would be unjustly prejudicial to the Trustee or to Bondholders not parties to such direction, that would expose the Trustee to unreasonable liability or financial exposure or that is not in accordance with law or the provisions of the Indenture, shall be entitled to rely without further investigation or inquiry upon any direction given by the Owners of a majority in aggregate principal amount of the Bonds Outstanding, and shall not be responsible for the propriety of or liable for the consequences of following any such direction. Notwithstanding anything to the contrary contained in the Indenture, unless indemnified therefor, the Trustee shall not be required to foreclose the lien of the Security Documents or bid on behalf of Bondholders at any foreclosure sale (a) if, in the Trustee's sole discretion, such action would subject the Trustee to personal liability for the cost of investigation, removal and/or other remedial activity with respect to Hazardous Substances or (b) if the presence of Hazardous Substances on the property subject to the lien of the Security Documents results in such property having no or nominal value. It is acknowledged and agreed that the Trustee has no authority to manage, own or operate the Project, or any portion thereof, except as necessary to exercise remedies upon default.

#### **Appointment of Receivers**

Upon the occurrence of an Event of Default under the Indenture and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under the Indenture, the Trustee shall be entitled to the appointment of a receiver or receivers of the Trust Estate and of the rents, revenues,

earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

### **Waiver**

Upon the occurrence of an Event of Default under the Indenture, to the extent that such rights may then lawfully be waived, neither the Authority, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of the Indenture, and the Authority, for itself and all who may claim through or under it, pursuant to the Indenture waives, to the extent that it lawfully may do so, the benefit of all such laws.

### **Application of Moneys**

All moneys received by the Trustee pursuant to any right given or action taken under the provisions relating to default shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, including any Trustee fees and the fees and expenses of its counsel, be deposited in the Bond Fund and all moneys in the Bond Fund (except as otherwise provided in the Indenture or in a Supplemental Indenture) shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST – To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND – To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they became due (with interest on overdue installments of interest, at the same rate as the rate of the respective Bond or Bonds, or rate as otherwise specified in the applicable Supplemental Indenture which are past due) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD – To be held for the payment of the persons entitled thereto as the same shall become due of the principal of and premium, if any, and interest on the Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and owing thereon, payment shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege, plus, to the extent permitted by law, interest on overdue installments of interest or principal at the same rate as the rate of the respective Bond or Bonds, or rate as otherwise specified in a related Supplemental Indenture, which are past due.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of the Indenture then, subject to the provisions

of paragraph (b) above in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of (a) above.

(d) Following the payment of amounts due with respect to the Bonds, remaining amounts shall be applied to the payment of all obligations then due and payable to any Security Instrument Issuer or Reserve Instrument Provider in connection with any Security Instrument or applicable Reserve Instrument, respectively.

Whenever moneys are to be applied pursuant to the provisions of this section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Setting aside such moneys in trust for the proper purpose shall constitute proper application by the Trustee, and the Trustee shall have no liability whatsoever to the Authority, to any Bondholder, or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with the circumstances known at the time of the application by the Trustee. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue, provided the Trustee sends the money to the Bondholders. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Bondholder of any Bond until such Bond shall be presented to Trustee for appropriate endorsement or for cancellation if fully paid (unless otherwise specified by Supplemental Indenture).

Whenever the principal of and premium, if any, and interest on all Bonds and all Reserve Instrument Repayment Obligations have been paid under the provisions of this section and all fees, expenses and charges of the Trustee and its counsel have been paid, any balance remaining in the Bond Fund shall be paid to the County as provided in the Indenture as overpayment of Base Rentals.

### **Rights and Remedies of Bondholders**

Unless otherwise provided by Supplemental Indenture, no Bondholder shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust under the Indenture or for the appointment of a receiver or any other remedy thereunder, unless a default has occurred of which the Trustee has been notified as provided in the Indenture, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an Event of Default under the Indenture and the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in their own name or names, nor unless also they have offered to the Trustee indemnity as provided in the Indenture, nor unless the Trustee shall thereafter fail or refuse to exercise the powers granted to the Trustee under the Indenture, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy under the Indenture; it being understood and intended that no one or more Bondholders shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by its, his, her or their action or to enforce any right thereunder except in the manner therein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner as provided in the Indenture and for the equal and ratable benefit of the Bondholders of all Bonds then Outstanding. However, nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and premium, if any, and interest on any Bond at and after the maturity thereof or the redemption date established therefor, or the obligation of the Authority to pay the Bonds issued thereunder to the respective Bondholders thereof at the time, place, from the source and in the manner in the Bonds expressed.

### **Waiver of Event of Default**

The Trustee may, and upon the written direction of Bondholders of a majority of the Bonds then Outstanding shall, waive any Event of Default under the Indenture and its consequences and rescind any declaration of maturity of

the principal of the Bonds; provided, however, that there shall not be waived (1) any Event of Default under the Indenture in the payment of the principal of any Outstanding Bonds at the date of maturity specified therein, or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interests (including interest on overdue installments of interest) or all arrears of payments of principal when due, as the case may be, both with interest at the same rate as the rate of the respective Bond or Bonds which are past due, and all fees and expenses of the Trustee and its counsel, in connection with such Event of Default shall have been paid or provided for, and in cases of any such waiver or rescission, or in case any proceeding taken by Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon. This Section is subject to additional stipulations as may be provided by Supplemental Indenture.

#### **Notice of Events of Default; Opportunity of the Authority and the County to Cure Such Events of Default**

Notwithstanding any provision in the Indenture to the contrary, and except as otherwise provided by Supplemental Indenture, failure to perform or observe any of the covenants, agreements or conditions on the part of the Authority under the Indenture or in the Bonds shall not constitute an Event of Default under the Indenture until actual notice of such default by registered or certified mail shall be given to the Authority and the County by the Trustee or by the Bondholders of not less than 25% in aggregate principal amount of all Bonds Outstanding, and the Authority and the County shall have had thirty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, that, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default under the Indenture if corrective action is instituted by the Authority and the County within the applicable period and diligently pursued, to the satisfaction of the Trustee until the default is corrected (provided that no such grace period shall exceed 90 days unless the Security Instrument Issuers shall have consented thereto).

#### **Limitation on Remedies and Acceleration During Acquisition and Construction of Portions of Projects**

Notwithstanding the provisions of the Indenture, the Master Lease or of the Security Documents to the contrary, in the event that (a)(i) a portion of the Projects (the "Completed Portion of the Projects") financed with a separate Series of Bonds is accepted by the County for use and occupancy under the Master Lease, and (ii) the acquisition and construction of additional portions of the Projects (the "Uncompleted Portion of the Projects") financed with one or more Series of Bonds (other than the Series of Bonds described in (i) above) have yet to be completed, and (b) an Event of Default occurs due to the failure to complete the Uncompleted Portion of the Projects, the following limitations shall apply:

- (a) Such Event of Default shall be limited to the Series of Bonds issued to finance the Uncompleted Portion of the Projects and not the Series of Bonds issued to finance the Completed Portion of the Projects;
- (b) The County shall, subject to the occurrence of an Event of Nonappropriation, continue to pay Base Rentals and Additional Rentals with respect to the Completed Portion of the Projects, and the Master Lease shall remain in full force and effect with respect to the Completed Portion of the Projects;
- (c) The Trustee shall use the amounts on deposit in the related account of the Debt Service Reserve Fund to pay amounts due on the Series of Bonds issued to finance the Uncompleted Portion of the Projects and amounts on deposit in the account of the Debt Service Reserve Fund relating to the Series of Bonds issued to finance the Completed Portion of the Projects shall not be used to pay amounts due on the Series of Bonds issued to finance the Uncompleted Portion of the Projects;
- (d) The Series of Bonds issued to finance the Completed Portion of the Projects shall not be accelerated or otherwise affected by the Event of Default described in the Indenture; and

(e) The Trustee shall not proceed to exercise any remedies under the Indenture or the Security Documents relating to the Completed Portion of the Projects with respect to the Event of Default described in these provisions.

### **Supplemental Indentures Not Requiring Consent of Bondholders**

The Authority and the Trustee may (subject to the rights of any Security Instrument Issuer under any Supplemental Indenture), without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to the Indenture which shall not be inconsistent with the general terms and provisions thereof for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in the Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;
- (c) To subject to the Indenture additional revenues, properties or collateral;
- (d) To modify, amend or supplement the Indenture or any indenture supplemental to the Indenture in such matter as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America;
- (e) To evidence the appointment of a separate Trustee or a Co-Trustee or paying agent or the succession of a new Trustee or paying agent under the Indenture;
- (f) To issue the Initial Bonds, Refunding Bonds or Additional Bonds in accordance with the Indenture and the Master Lease; and
- (g) To make any other change which, in the judgment of the Trustee, is not materially adverse to the Trustee or, as evidenced by an opinion of counsel delivered to the Trustee, the holders of the Bonds.

### **Supplemental Indentures Requiring Consent of Bondholders**

Exclusive of supplemental indentures covered by the Indenture and subject to the terms and provisions contained in the Indenture, and not otherwise, the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of such Supplemental Indentures as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing in the Indenture contained shall permit, or be construed as permitting, (i) an extension of the maturity of the principal of, or the interest on, any Bond issued under the Indenture, or (ii) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indentures, or (v) permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture and the Security Documents on the Trust Estate or any part thereof (except in connection with the issuance of Refunding Bonds or Additional Bonds), or (vi) deprive the Bondholder of any Bond then Outstanding of the lien created by the Indenture on any material portion of the Trust Estate, without the prior consent of the Bondholders of 100% of the Bonds affected by such action. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which adversely affects the Trustee's rights, deeds or immunities under the Indenture or the Master Lease.

If the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof

as provided in the Indenture, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as permitted and provided in the Indenture, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

Anything therein to the contrary notwithstanding, so long as no Event of Default or Event of Nonappropriation with respect to the Projects shall have occurred and be continuing under the Master Lease, a Supplemental Indenture shall not become effective unless and until the County shall have consented to the execution and delivery of such Supplemental Indenture. In this regard and except with respect to Supplemental Indentures for which the County has otherwise been notified, the Trustee shall cause notice of the proposed execution of any such Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed by certified or registered mail to the County at least fifteen days prior to the proposed date of execution and delivery of any such Supplemental Indenture. The County shall be deemed to have consented to the execution and delivery of any such Supplemental Indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the County on or before the fifteenth day after the mailing of said notice.

### **Amendments of the Master Lease**

Amendments, etc., to the Master Lease Not Requiring Consent of the Bondholders. The Authority and the Trustee shall without the consent of or notice to the Bondholders (subject to the rights of any Security Instrument Issuer under any Supplemental Indenture) consent to any amendment, change or modification of the Master Lease as may be required (i) by the provisions of the Indenture and the Master Lease (including those provisions applicable to the issuance of the Initial Bonds, Refunding Bonds and Additional Bonds), (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) so as to more precisely identify the Projects, or the Project sites or substitute or add additional improvements or equipment to the Projects or additional rights or interests in property acquired in accordance with the provisions of the Master Lease, (iv) in connection with any amendment to the Indenture pursuant to the provisions of the Indenture governing amendments to the Supplemental Indenture not requiring consent of the Bondholders, or (v) in connection with any other change therein which, in the judgment of the Trustee is not materially adverse to the Trustee or, as evidenced by an opinion of counsel delivered to the Trustee, the holders of the Bonds.

Amendments, etc., to the Master Lease Requiring Consent of the Bondholders. Except for the amendments, changes or modifications as provided in the preceding paragraph, neither the Authority nor the Trustee shall consent to any other amendment, change or modification of the Master Lease without mailing of notice and receipt of the written approval or consent of the Holders of not less than 66 2/3% in aggregate principal amount of the Bonds at the time outstanding as provided in the Indenture and the consent of any Security Instrument Issuer as provided in any Supplemental Indenture. If at any time the Authority and the County shall request the consent of the Trustee to any such proposed amendment, change or modification of the Master Lease, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by the provisions of the Indenture with respect to Supplemental Indentures requiring consent of the Bondholders. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the designated office of Trustee for inspection by all Holders of the Bonds. No such amendment, change or modification of the Master Lease shall reduce the aggregate principal amount of the Bonds the Bondholders of which are required to consent to any amendment, change or modification of such Master Lease, or materially reduce or postpone payments required to be made under the Master Lease without the consent of all of the Holders of the Bonds Outstanding. Approval or consent shall be evidenced in a manner acceptable to the Trustee and the Authority.

## THE MASTER LEASE

### Definitions

“Act” means collectively, the Building Authority Act, the Local Government Bonding Act, the Nonprofit Corporation Act and, to the extent applicable, the Refunding Bond Act.

“Additional Rentals” means the cost of all taxes, insurance premiums and expenses payable by, and fees and expenses of, the Trustee and its counsel with respect to the Bonds and other charges and costs which the County assumes or agrees to pay exclusively from County Funds under the Master Lease, together with all interest and penalties that may accrue thereon in the event that the County shall fail to pay the same, as specifically set forth therein, including all Security Instrument Repayment Obligations, Security Instrument Costs, Reserve Instrument Repayment Obligations and Reserve Instrument Costs.

“Amendment to Master Lease” means any amendment to the Master Lease between the Authority, as lessor, and the County, as lessee, entered into pursuant to and in compliance with the provisions of the Master Lease and the General Indenture.

“Assignment of Ground Lease” means the Assignment of Ground Lease executed in favor of the Trustee in connection with each Project that is the subject of a Ground Lease.

“Authority” means the Municipal Building Authority of Wasatch County, Utah, a nonprofit corporation organized under the laws of the State, acting in the capacity of lessor under the Master Lease and as grantor under the Indenture, and any successor to the duties and functions of the Authority.

“Authority Representative” means the Chair/President, Secretary-Treasurer and any other person or persons at any time designated to act on behalf of the Authority for purposes of performing any act on behalf of the Authority with respect to a Project by a written certificate furnished to the County and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Authority by any duly authorized officer of the Authority. Such certificate may designate an alternate or alternates. The Authority Representative may be an officer or employee of the Authority or the County.

“Base Rentals” means the payments payable by the County exclusively from County Funds pursuant to the Master Lease during the Lease Term thereof, which constitute the payments payable by the County for and in consideration of the right of use of the Projects during such Lease Term and the purchase option granted in the Master Lease.

“Building Authority Act” means the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended.

“Business Day” means a legal business day on which banking business is transacted in the cities in which the Trustee or Paying Agent has its principal corporate trust offices.

“Completion Date” means the date of completion of acquisition and/or construction of a Project, within the meaning of Section 17D-2-401(2) of the Building Authority Act, and of final acceptance by the County of such Project.

“Construction Contract” means any contract or agreement relating to the acquisition, development or construction of a Project or portion thereof.

“Contractor” means that party to a Construction Contract or Design Contract providing services related to a Project or portion thereof.

“Costs of Acquisition and Construction” means:

- (1) obligations of the County or the Authority incurred for labor, materials and equipment in connection with a Project or the cost of acquiring a Project;
- (2) the cost of payment, performance or other bonds and any and all types of insurance (including but not limited to title insurance) that may be necessary or appropriate to have in effect during the course of a Project;
- (3) all costs of planning and designing a Project, including architectural, planning, engineering, legal and fiscal advisors’ fees and the costs incurred by the County or the Authority for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper and timely completion of such Project;
- (4) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the acquisition and construction of a Project;
- (5) the cost of equipment and furnishings for a Project, the cost of acquiring a site for a Project (or any interest therein) and all other costs authorized by the Building Authority Act which are considered to be a part of the costs of a Project in accordance with generally accepted accounting principles, including but not limited to interest accruing on the Bonds during the period required to complete the acquisition and construction of such Project and for not more than twelve (12) months after the Completion Date;
- (6) any sums required to reimburse the Authority or the County for advances by either of them for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to a capital account in respect of a Project;
- (7) such amounts as the governing body of the Authority shall find to be necessary to provide necessary working capital in connection with a Project; and
- (8) all expenses connected with the authorization, sale and issuance of a series of Bonds and the refunding of any Bonds, including the initial fees of the Trustee, escrow agent, rating agency fees, bond insurance premiums, fees for outside attorneys or accountants, whose opinions are required to obtain the issuance of the Bonds, municipal advisors’ fees and commissions and printing costs, those amounts as the Authority shall find necessary to establish reserves and maintenance, repair, replacement, and contingency funds and accounts, and the interest on Bonds for a reasonable time prior to, during, and for a reasonable period of time after completion of a Project.

“County” means Wasatch County, Utah a body corporate duly established and existing under and by virtue of the Constitution and laws of the State, and any entity succeeding to its rights and obligations under the Master Lease. Any reference in the Master Lease to the “governing body” of the County shall refer to the County Council and to any successor governing body as authorized by applicable law.

“County Funds” means all revenues and receipts derived by the County from the operation of the Projects, including, without limitation, funds of the County legally available therefor, all to the extent the same are budgeted and appropriated by the governing body of the County for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price during the Lease Term in which the Master Lease may be in effect.

“County Representative” means the Chair, County Manager and Finance Director of the County and any other person at any time designated to act on behalf of the County for purposes of performing any act with respect to a Project by a written certificate furnished to the Authority and the Trustee containing the specimen signature of such person and signed on behalf of the County or any duly authorized officer thereof. Such certificate may designate an alternate or alternates. The County Representative may be an officer or employee of the Authority or the County.

“Design Contract” means any contract or agreement relating to the architecture, design, engineering or planning of a Project or portion thereof.

“Event of Default” means one or more events of default as defined in the Master Lease.

“Event of Nonappropriation” means a failure by the County to renew the Master Lease by failing or refusing to budget and appropriate sufficient County Funds for the payment of all or any part of the Base Rentals and Additional Rentals for any Renewal Term thereof as set forth in the Master Lease. The existence or nonexistence of an Event of Nonappropriation shall be determined as of the date on which the governing body of the County fails or refuses to adopt a final budget in accordance with applicable law which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term as contemplated by the Master Lease or on any earlier or later date on which the Trustee receives written notice from the County that the governing body of the County has failed or refused to make such appropriations and the term of the Master Lease will not be renewed; provided, however, that the Trustee, with the consent of the Security Instrument Issuer, may waive any Event of Nonappropriation which is cured by the County within a reasonable time if, in the Trustee’s judgment, such waiver is in the best interests of the Bondholders, except as otherwise provided in the Master Lease or as otherwise provided by Supplemental Indenture. Notwithstanding anything to the contrary in the Master Lease, the County’s failure or refusal to adopt a final budget in accordance with applicable law within the time provided by the Master Lease which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term shall constitute an Event of Nonappropriation.

“Fiscal Year” means the twelve-month period used from time to time by the County for its financial accounting purposes (currently January 1 to December 31).

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the County and not due to its negligence.

“Ground Lease” means the Ground Lease Agreement dated as of November 1, 2021, by and between the County and the Authority.

“Ground Lease Term” means the duration of the leasehold estate created in the Project Site as provided in Article IV of the Ground Lease.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the State and who is not a full-time employee of the Authority, the County or the Trustee.

“Lease Term” means the duration of the leasehold estate created in the Project as provided in Article IV of the Master Lease.

“Local Government Bonding Act” means the Local Government Bonding Act, Title 11, Chapter 14 Utah Code Annotated 1953, as amended.

“Net Proceeds,” when used with respect to (i) proceeds from policies of insurance required by the Indenture (including any self-insurance), (ii) any condemnation award, (iii) proceeds resulting from a default under a contract relating to the acquisition and construction of a Project (including liquidated damages, if any), or (iv) the proceeds of any liquidation of all or portions of a Project, means the amount remaining after deducting all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“Nonprofit Corporation Act” means the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended.

“Original Term” means the initial portion of the Lease Term which terminated on December 31, 2021.

“Permitted Encumbrances” means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or which the County may, pursuant to the provisions of the Master Lease, permit to remain unpaid; (ii) the Master Lease, including any security interests granted therein; (iii) utility access and other easements and rights of way, restrictions and exceptions which the County Representative and the Authority Representative certify in writing to the Trustee will not interfere with the operation of the Projects or impair the marketability of title to the Projects or the general security provided for the Bondholders of the Bonds; (iv) the Indenture, the Security Documents and related financing statements; (v) the ownership interests of the County in any real or personal property which is the subject of any lease between the County, as lessor and the Authority, as lessee that is entered into in furtherance of any Project; (vi) any mechanic’s, laborer’s, materialmen’s, supplier’s or vendor’s lien or right in respect thereof if payment is not yet due under the contract in question; and (vii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Projects and as do not materially impair the operation or marketability of title to the Projects and (viii) any items contained in a Title Insurance Policy delivered in accordance with the General Indenture.

“Project or Projects” has the meaning ascribed to that term in the Indenture and includes the 2026 Project.

“Project Site” means the real property where the Project is to be constructed, as more fully described in the Master Lease.

“Purchase Option Price” means an amount payable, at the option of the County, at any time for the purpose of terminating the payment obligation of the County under the Master Lease with respect to a Project and purchasing the Authority’s interest in such Project, which amount, when added to the amounts then on deposit in the Bond Fund and the subaccount within the Debt Service Reserve Fund with respect to such Project (other than moneys held by the Trustee for the payment of the Bonds under the Indenture not deemed Outstanding), shall be sufficient (i) to pay, defease, retire and/or redeem all the Outstanding Bonds of the Series of Bonds issued to finance or refinance the particular Project in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, the principal of and interest to maturity or earliest applicable redemption date of the relevant Bonds and premium, if any, thereon, the expenses of defeasance and/or redemption, including escrow agent fees, if any, and fee and expenses of the County, the Authority and the Trustee and all Security Instrument Costs, Security Instrument Repayment Obligations, Reserve Instrument Costs and Reserve Instrument Repayment Obligations), (ii) in case of redemption, to make arrangements satisfactory to the Trustee for the giving of the required notice of redemption; and (iii) to make any necessary payment of rebate with respect to any Tax-Exempt Bonds to be paid, defeased, retired and/or redeemed.

“Refunding Bond Act” means the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

“Renewal Terms” means the optional Renewal Terms of the Lease Term as provided in Article IV of the Master Lease.

“Rentals” means all Base Rentals and Additional Rentals payable during the Lease Term under the Master Lease.

### **Representations, Covenants and Warranties of the Authority**

The Authority will cause the Project to be acquired and constructed (subject to Permitted Encumbrances) and will complete or cause to be completed the acquisition and construction of the Project in accordance with the plans and specifications therefor. The Authority will lease the Project to the County as provided in the Master Lease. It is understood by the parties to the Master Lease that the Authority shall have all rights, title and interest in the Project, subject to Permitted Encumbrances.

The Authority will not pledge the Base Rentals, the Additional Rentals, Purchase Option Price or any of its other rights under this Master Lease and will not assign its interest in or encumber the Project except as provided

under the Master Lease or under the Indenture and the Security Documents. All property and moneys received by the Authority from the County will, so long as no Event of Nonappropriation or no Event of Default shall occur, be applied for the benefit of the County, and all property and moneys received by the Authority under the Master Lease with respect to the Project and under the Indenture for the Bondholders of the Bonds will be applied for the proportionate benefit of said Bondholders.

Neither the execution and delivery of the Master Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Authority except Permitted Encumbrances.

Except as otherwise provided in the Master Lease, the Indenture and the Security Documents, the Authority will not assign this Master Lease, its rights to payments from the County or its duties and obligations under this Master Lease to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in the Master Lease.

The Authority will not use any of the proceeds of the sale of the Series 2021 Bonds in a manner not authorized by the terms of the Master Lease, the Indenture or the exhibits thereto.

### **Lease Term**

The original Lease Term commenced as of the date of delivery of the Series 2021 Bonds and terminated at 11:59 p.m. on December 31, 2021. The Lease Term may be continued, solely at the option of the County, beyond the expiration of the Original Term for an additional one year, (the first “Renewal Term”) and for additional Renewal Terms thereafter each of one year in duration (except that the final Renewal Term shall commence January 1, 2045 and end on December 1, 2045), upon the County having adopted a final budget in accordance with applicable law prior to the end of the then-current Original Term or Renewal Term, as the case may be, that appropriates specifically with respect to the Master Lease sufficient County Funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the next following Renewal Term, it being understood that by budgeting and appropriating such amounts, the County shall have elected to continue the Lease Term for the next following Renewal Term and shall have given adequate notice thereof as contemplated by Section 17D-2-402(1)(b) of the Building Authority Act. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Base Rentals shall be as otherwise specified in the Master Lease, for each such Renewal Term, as such Schedule may be revised as provided in the Master Lease.

Within five (5) days after the adoption of such final budget, the County shall deliver written notice to the Trustee stating that the County has extended the term of this Master Lease for the succeeding Renewal Term, describing in reasonable detail the actions taken by the governing body of the County (if such actions are then required to pay any Rentals under the Master Lease or, if no such actions are then required, explaining the reasons therefor) to appropriate funds sufficient for the purpose of paying the Base Rentals and reasonably estimated Additional Rentals (as provided in the Master Lease) to become due during such succeeding Renewal Term. Unless the Trustee shall have previously received the foregoing notice applicable to the next succeeding Renewal Term, the Trustee shall, at least 20 days prior to the last day of each Fiscal Year, make written inquiry of the County as to whether the County has extended the term of the Master Lease and whether the governing body of the County shall have made the appropriation necessary to pay the Base Rentals and reasonably estimated Additional Rentals to become due during such succeeding Renewal Term. The County shall deliver written notice to the Trustee as soon as practicable, but in no event later than the expiration of the Original Term or the then current Renewal Term, stating (as the case may be) that: (i) the governing body of the County has failed or refused to appropriate, specifically with respect to the Master Lease, moneys sufficient to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term and stating what actions the County and its officials propose to take with respect to the Master Lease, the Projects and any budgetary procedures for any Base Rentals and Additional Rentals that may thereafter accrue; or (ii) that the County is precluded from adopting its final budget for the fiscal year in question due to the procedural requirements of State law described below.

In the event the governing body of the County is precluded, solely as a result of notice, hearing or other procedural requirements imposed by State law in connection with the adoption of a final budget, from adopting a final budget on or prior to the last day of any Fiscal Year, no Event of Nonappropriation shall be deemed to have occurred as a result of the failure to so adopt a final budget, provided that: (i) prior to the last day of such Fiscal Year, the governing body of the County shall have adopted a tentative budget which includes a tentative appropriation of County Funds sufficient to pay the Base Rentals and reasonably estimated Additional Rentals to become due during the succeeding Renewal Term; (ii) prior to the last day of such Fiscal Year, the County shall have delivered to the Trustee and any Security Instrument Issuer, a copy of the tentative budget adopted by its governing body and a notice stating that it is the intention of the governing body to renew the Lease Term upon the adoption of the final budget; (iii) any Base Rentals or Additional Rentals described in the preceding paragraph, and provided further that any Rentals which become due and payable pursuant to the terms of this Master Lease prior to the adoption of such final budget shall be paid by the County in accordance with the tentative budget adopted by the governing body of the County; and (iv) the governing body of the County shall adopt a final budget on or before the last date allowable under applicable law that includes the appropriation of County Funds required under the Master Lease to renew the Lease Term. The County shall promptly file a copy of the final budget so adopted by its governing body with the Trustee.

### **Termination of Lease Term**

The Lease Term shall terminate upon the first to occur of the following events:

- (a) the exercise by the County of its option to purchase the Authority's interest in all of the Projects, granted under the provisions of the Master Lease;
- (b) an Event of Default and the election of the Authority or the Trustee to terminate the Master Lease under the provisions thereof;
- (c) the discharge of the lien of the Indenture under the provisions of the Master Lease;
- (d) the expiration or termination of the Lease Term pursuant to an Event of Nonappropriation or under the conditions provided in the Master Lease; or
- (e) the last day of the Lease Term of the Master Lease, upon payment of all Base Rentals and Additional Rentals required thereunder.

### **Payment of Rentals by the Authority to the County**

Payments to Constitute Current Expenses of the County. The County and the Authority acknowledge and agree that the obligation of the County to pay Base Rentals and Additional Rentals under the Master Lease constitutes current expenses of the County payable exclusively from County Funds and shall not in any way be construed to be an obligation or indebtedness of the County within the meaning of Sections 3 or 4 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the County concerning the creation of indebtedness. No provision in the Master Lease shall be construed or interpreted (i) to require the governing body of the County to appropriate any money to pay the Base Rentals, the Additional Rentals or the Purchase Option Price, or (ii) as a lending of the credit of the County within the meaning of Section 29 of Article VI of the Utah Constitution. Neither the County, nor the Authority on its behalf, has pledged the credit of the County to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price, the Bonds or the interest thereon, and neither the Master Lease, the Indenture nor the Bonds shall directly or contingently obligate the County to apply money, or to levy or pledge any form of taxation, to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price or the Bonds or any interest thereon except as expressly provided in the Master Lease. If the County fails to pay any Base Rentals or Additional Rentals due under the Master Lease it shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals under the Master Lease shall terminate.

#### Payment of Base Rentals.

(a) The County shall pay Base Rentals exclusively from County Funds. The County shall pay Base Rentals during the Lease Term in such amounts as shall be sufficient to pay principal and interest when due on the Bonds. The Base Rentals shall be payable directly to the Trustee in periodic payments at the times and manner and in the amounts as specified in the schedule of Base Rental payments attached to the Master Lease as shall equal the interest payments falling due on the Bonds on the next succeeding Interest Payment Date and the principal payments falling due on the Bonds either by regularly scheduled maturities or by mandatory sinking fund installment or redemption, on the next succeeding principal payment date, such that there shall be on deposit with the Trustee at least fifteen days prior to each principal and/or interest payment date on the Bonds an amount sufficient to make such payment. At the time of execution of the Master Lease Base Rental payments for each payment date will equal the amounts set forth in the Master Lease (however, in the event the County does not ensure such payments are paid in full, it shall be deemed an Event of Nonappropriation or an Event of Default, as applicable). The County understands that the Base Rental Payment Schedule attached to the Master Lease may be revised from time to time based on the redemption of Bonds (other than mandatory sinking fund redemptions) or the issuance of any Additional Bonds or Refunding Bonds allowed under the Indenture. The County agrees to pay the Base Rentals in accordance with the Base Rental Payment Schedule attached to the Master Lease as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the principal of certain Bonds or to pay the principal of the Additional Bonds or Refunding Bonds and interest on such Additional Bonds or Refunding Bonds.

In addition, in the event the market value of the amount on deposit in the Debt Service Reserve Fund is, for any reason, reduced below the Debt Service Reserve Requirement, the County shall, in the event it elects to renew the Master Lease during the following Renewal Term, and as a condition of renewal (but solely from County Funds), pay to the Trustee in two substantially equal semiannual payments additional Base Rentals during the Lease Term, in an amount sufficient to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement. Notwithstanding anything contained in the Master Lease to the contrary, no payment of Base Rentals or Additional Rentals shall be required to be paid prior to the Completion Date of any one Project with respect to which such Rentals are being paid.

(b) In the event that (1)(A) a portion of a Project (the “Completed Portion of the Project”) financed with a separate Series of Bonds is accepted by the County for use and occupancy under the Master Lease, and (B) the acquisition and construction of additional portions of the Project (the “Uncompleted Portion of the Project”) financed with one or more Series of Bonds (other than the Series of Bonds described in (A) above) have yet to be completed, and (2) an Event of Default (as defined in the Indenture) occurs under the Indenture due to the failure to complete the Uncompleted Portion of the Project, the County and the Authority agree, as follows:

(i) The County consents to the provisions of the Indenture governing such an Event of Default; and

(ii) The County shall, subject to the occurrence of an Event of Nonappropriation, continue to pay Base Rentals and Additional Rentals with respect to the Completed Portion of the Project, and the Master Lease shall remain in full force and effect with respect to the Completed Portion of the Project.

(c) In the event that less than all of any one Project is initially made available for use, occupancy and operation and the County accepts a portion of any one Project for its use, occupancy and operation pending final completion of the remainder of any one such Project, any Base Rentals paid by the County with respect to any one such Project shall be prorated in a manner so as to reflect the fair rental value of that portion of the Project then available for use, occupancy or operation by the County and so used, occupied or operated.

(d) The amount of the Base Rentals otherwise payable by the County under the Master Lease shall be reduced by an amount equal to (i) any earnings on the investment of the Bond Fund, (ii) any moneys transferred to the Bond Fund from the Debt Service Reserve Fund pursuant to the Indenture (other than from draws on a Reserve Instrument), and (iii) any Direct Payments on deposit with the Trustee in the Bond Fund.

In the event that Direct Payments are deposited with the Trustee after the County has made the related payment of Base Rentals, the County may elect to have the Trustee return to the County an amount equal to such Direct Payments (so long as the amount remaining on deposit in the Bond Fund continues to be sufficient to pay principal and interest next due on the Bonds, if such payment is requested prior to the related Interest Payment Date) or to have the Trustee retain the Direct Payments in the Bond Fund and take the credit with respect to the next required Base Rentals payment. Each payment of Base Rentals shall be in consideration for the use of the Projects by the County during the applicable period commencing on the Bond Payment Date next preceding the Bond Payment Date to which such Base Rental payment is attributable and for the option to purchase the Projects granted in the Master Lease. Each payment of Base Rentals shall be in consideration for the use of the Projects by the County during the applicable period commencing on the Bond Payment Date to which such Base Rental payment is attributable and for the option to purchase the Projects granted in the Master Lease.

(e) The payments of Base Rentals and Additional Rentals under the Master Lease for each Renewal Term during the term of the Master Lease shall constitute the total Rentals which are payable for said Renewal Term and shall be paid by the County for and in consideration of the right of use, occupancy and operation of the Projects and the continued quiet use and enjoyment of the Projects for and during said Renewal Term. The parties to the Master Lease agree that such total Rentals will represent the fair rental value of the Projects. In making such determination, the parties will give consideration to the costs of financing the Costs of Acquisition and Construction of the Projects, the uses and purposes of the Projects and the benefits therefrom which will accrue to the parties to the Master Lease and the general public by reason of the Projects.

(f) Notwithstanding the foregoing, the County may not elect to renew the Master Lease in part and in the event it desires to renew the Master Lease must continue to pay County Funds in an amount sufficient to pay Base Rentals attributable to all of the Projects which have been delivered for occupancy or use (or any portion thereof, in proportion to such available portion).

(g) It is understood and agreed by the County that, subject to the terms of the Master Lease and the Indenture, all Base Rentals payable under the Master Lease by the County, as well as the Purchase Option Price, if paid with respect to any or all of the Projects, are assigned by the Authority to the Trustee for the benefit of the Bondholders as set forth in the Indenture. The County assents to such assignment. The Authority directs the County, and the County agrees to pay to the Trustee at its principal office in Salt Lake City, Utah or such other office as designated by the Trustee, all Base Rentals payable by the County pursuant to the Master Lease and, if paid, the Purchase Option Price.

(h) The amount of the Base Rentals and Purchase Option Price otherwise payable shall be reduced as appropriate to reflect any redemption of Bonds and/or the purchase of Bonds and the cancellation thereof in advance of their maturity. If at any time the amounts held by the Trustee in the Bond Fund and the Debt Service Reserve Fund (other than moneys held for the payment of Bonds not deemed Outstanding) shall be sufficient to pay at the times required the principal of and interest and premium, if any, on all of the Bonds then Outstanding, the County shall not be obligated to pay any further Base Rentals under the Master Lease.

(i) As provided in Section 17D-2-401(2)(b)(i) of the Building Authority Act, the County is not required to make any payment of Base Rentals or Additional Rentals under the Master Lease until construction of the related Project or Projects are complete. In the event that a Project is not completed by the time that amounts set aside for payment of capitalized interest are expended, the County and the Authority shall (i) reallocate proceeds of the related Series of Bonds to make funds available for additional capitalized interest, (ii) seek other legally available funds for such purpose or (iii) issue Additional Bonds to finance additional capitalized interest; provided, however, the County may commence making payments of Base Rentals with respect to individual completed projects constituting a Project.

## Payment of Additional Rentals with Respect to the Projects

In addition to the Base Rentals and as part of the total consideration for the use of the Projects and the option to purchase any or all of the Projects, and commencing upon the execution and delivery of the Master Lease and continuing throughout the period that the County pays Base Rentals, the County shall pay or shall cause to be paid the following Additional Rentals, exclusively from County Funds, during the Lease Term thereof as provided in the Master Lease:

- (a) the annual fee of the Trustee for the ordinary services of the Trustee rendered and its ordinary expenses incurred under the Indenture;
- (b) the reasonable fees and expenses of the Trustee and any paying agent appointed under the Indenture with respect to the Bonds for acting as paying agent as provided in the Indenture;
- (c) the reasonable fees and expenses of the Trustee for extraordinary services rendered by it and extraordinary expenses, including the fees and expenses of its counsel, incurred as Trustee under the Indenture;
- (d) the reasonable out-of-pocket expenses of the Authority relating to the Projects not otherwise required to be paid by the County under the terms of the Master Lease;
- (e) the costs of maintenance and repair of the Projects as required under the Master Lease;
- (f) the costs of taxes, governmental charges, utility charges, management and operations expenses, liens and encumbrances with respect to the Projects as required under the Master Lease;
- (g) the costs of casualty, public liability and property damage and worker's compensation insurance with respect to the Projects as required under the Master Lease;
- (h) the amount of any tax or excise on the Base Rentals, Additional Rentals, Purchase Option Price or any other tax, however described, levied, assessed or imposed by the United States Government, the State or any political subdivision or any taxing authority thereof against the Authority;
- (i) an amount equal to any franchise, succession, capital levy or transfer tax or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the Base Rentals, Additional Rentals or the Purchase Option Price payable by the County pursuant to the Master Lease;
- (j) any amounts required to be deposited to the Rebate Fund established with respect to a Series of Bonds;
- (k) Security Instrument Costs, Security Instrument Repayment Obligations, Reserve Instrument Costs and Reserve Instrument Repayment Obligations; and
- (l) during the Original Term or any Renewal Term in which there is an insufficiency of Net Proceeds as described in the Master Lease, an amount equal to the insufficiency of Net Proceeds required to repair, replace, restore or modify the affected Project or Projects.

The Additional Rentals specified in subsections (a), (b), (c) and (k) shall be payable to the Trustee and shall be due and payable within ten days after notice in writing from said Trustee to the County stating the amount of Additional Rentals then due and payable and the purpose thereof. Except as otherwise provided in the Master Lease or in the Indenture, the Additional Rentals specified in subsections (d), (e), (f), (g), (h), and (i), shall be payable to the Authority or directly to the person or entity with respect to which such costs or fees were incurred and shall be due and payable at such time as the Authority or such person or entity shall require. Additional Rentals specified in subsection (j) shall be determined by, or at the direction of, the County and deposited with the Trustee as required by Section 148 of the Code.

## **Manner of Payment**

The Base Rentals, Additional Rentals and, if paid, the Purchase Option Price, shall be paid exclusively from County Funds and in lawful money of the United States of America. The obligation of the County to make payment of the Base Rentals and Additional Rentals required under the Master Lease and to perform and observe the other covenants and agreements contained therein shall be absolute and unconditional in all events except as expressly provided thereunder.

## **Nonappropriation**

In the event that sufficient County Funds shall not be budgeted and appropriated by the County, in a final budget adopted within the time permitted by the Master Lease, for the payment of the (i) Base Rentals becoming due during such Renewal Term, and (ii) such Additional Rentals becoming due during such Renewal Term which can be determined with reasonable accuracy, then an Event of Nonappropriation shall be deemed to have occurred as of the first day of such Renewal Term and the County shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the Master Lease beyond the last day of the Renewal Term preceding such Event of Nonappropriation. Subject to the provisions of the next succeeding sentence, once the County has elected to continue the Master Lease for a Renewal Term by budgeting and appropriating sufficient County Funds for the payment of Base Rentals and Additional Rentals thereunder the County shall, as of the first day of such Renewal Term, be obligated to pay such Base Rentals and Additional Rentals during such Renewal Term. If the County fails to pay any Base Rentals or Additional Rentals due under the Master Lease, or upon an Event of Nonappropriation the County shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals thereunder shall terminate. The Trustee shall, upon the occurrence of an Event of Nonappropriation, have all rights and remedies to take possession of the Projects as trustee for the benefit of the Bondholders of the Bonds and the Trustee shall be further entitled to all moneys then on hand and being held in all funds created under the Indenture, less any moneys then due and owing to the Trustee for services performed as trustee thereunder. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation shall be held by the Trustee under the Indenture for the benefit of the Bondholders as set forth in said Indenture until the principal of, premium, if any, and interest on the Bonds are paid in full and other amounts payable under the Indenture are paid in full and any excess shall thereafter be paid to the County.

## **Request for Appropriation**

During the Lease Term, the County covenants and agrees as follows:

(a) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the County in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any and all County Funds then legally available for such purpose), to pay the Base Rentals and reasonably estimated Additional Rentals (calculated pursuant to the Master Lease) for the Projects during the next succeeding Renewal Term; and

(b) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the County for its consideration seeks an appropriation of County Funds sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term, including all such actions for such purpose as may be required under State law.

The next inclusion in the County's annual tentative budget shall be made under applicable law prior to the fiscal year commencing January 1, 2027, so that the Base Rentals and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose, and subsequent inclusions in each respective tentative budget for appropriations by the County shall be made in each fiscal year thereafter so that the Base Rentals and Additional Rentals to be paid during the succeeding Renewal Term will be available for such purposes as long as the governing body of the County determines to approve such amount in the final budget as adopted. To effect the covenants set forth in (a) above, the County directs its budget officer, or any other officer at the time charged with the responsibility of formulating budget proposals, to include in the tentative budget prepared annually by such budget officer or other officer and submitted to the governing body of the County, in any year in which the Master Lease is in effect, items for all payments required for the ensuing Renewal Term under the Master

Lease. It is the intention of the County that the decision to renew or not to renew the term of the Master Lease is to be made solely by the governing body of the County at the time it considers for adoption of the final budget for each of its fiscal years and corresponding Renewal Terms thereunder, and not by any official of the County, acting in his or her individual capacity as such. In this connection, the County covenants and agrees that such budget officer or other officer shall not amend, modify or otherwise change the appropriations made in any finally adopted budget for the payment of any Base Rentals or Additional Rentals without the express prior approval of the governing body of the County.

### **Acquisition and Construction of Projects**

Agreement to Acquire and Construct the Projects. The County and the Authority agree that the Authority shall cause the Projects to be acquired and constructed as provided in the Master Lease, all of which construction, shall be made in accordance with the plans and specifications for such Projects as approved by the County. The County agrees that in order to effectuate the purposes of the Master Lease, it authorizes on behalf of the Authority, to make, execute, acknowledge and transmit any other contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper, all for the carrying out and furtherance of the acquisition and construction of the Projects.

The Authority agrees to carry out or to cause to be carried out the acquisition, construction and equipping of any Project through the application of moneys to be disbursed from the Construction Fund by the Trustee utilizing a requisition request complying with the requirements of the Master Lease.

The Authority agrees to cause all Projects to be constructed with all reasonable dispatch, subject only to delays caused by Force Majeure excepted.

The County covenants in the Master Lease, to the extent permitted by applicable law, to use other legally available funds and to seek additional legally available funds to the extent necessary to complete the acquisition, construction and equipping of any Project as required in the Master Lease, or to make certain design changes in such Projects to the extent necessary to complete the acquisition, construction and equipping of such Project with moneys then available for such purposes in the Construction Fund.

Establishment of Completion Date; Disbursement of Balance of Construction Fund. The Completion Date with respect to any one Project shall be evidenced to the Trustee by a certificate signed by the County Representative and the Authority Representative stating that, except for amounts retained by the Trustee at the direction of the Authority for any Costs of Acquisition and Construction not then due and payable, (i) the acquisition, construction, installation and improvement of such Project has been completed in accordance with the plans and specifications and all labor, services, materials and supplies used in such acquisition, construction, installation and improvement have been paid for, (ii) all other facilities necessary in connection with such Project have been constructed, acquired and installed to their satisfaction, (iii) such Project is suitable and sufficient for its intended purposes, and (iv) all costs and expenses incurred in the acquisition, construction and equipping of such Project have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Trustee shall retain in the applicable Construction Fund account an aggregate sum equal to the amount estimated by the County Representative and the Authority Representative to be necessary for payment of the Cost of Acquisition and Construction not then due and payable. All moneys then on hand in such the Construction Fund account in excess of the amount to be retained shall be transferred by the Trustee, as set forth in a written direction of the Authority and the County, to the Bond Fund to be used by the Trustee as provided in the related Supplemental Indenture.

### **Maintenance; Taxes; Insurance and Other Charges**

Maintenance of the Projects by the County. The County shall, at its own expense from available County Funds, operate, manage, keep and maintain the Projects (or cause the Projects to be operated, managed, kept and maintained) in good working order, condition and repair, including replacements of a capital nature when necessary, and including periodic painting as reasonably determined by the Authority and in accordance with all operating and maintenance manuals and all applicable laws, rules, ordinances, orders and regulations as shall be in effect from time to time of: (1) any federal, state, county, municipal, or other governmental or quasi-governmental agencies and bodies

having or claiming jurisdiction thereof and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction thereof; and (3) all insurance companies insuring all or any part of the Projects. The foregoing shall not be construed to prohibit the County from challenging the validity or applicability of such laws, rules, ordinances, orders and regulations and to defer compliance until the challenge has been completed.

Modification of the Projects. The County shall have the privilege of remodeling any Project or making substitutions, additions, modifications and improvements thereto, at its own cost and expense, and the same shall be subject to the Master Lease, the Indenture and the Security Documents, and shall also be included under the terms thereof; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not in any way damage such Projects or cause it to be used for purposes other than those authorized under the provisions of the Master Lease, and the Constitution and laws of the State; and provided, however, that such Projects, as remodeled, improved or altered upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to the Master Lease shall be of a fair rental value not less than the fair rental value of such Projects immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements.

Taxes, Other Governmental Charges and Utility Charges. In the event that a Project or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against such Project, an Additional Rental, from and to the extent of County Funds, shall be paid, or cause to be paid, by the County equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the County shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during that period that the County is obligated to pay Base Rentals. The County shall not allow any liens for taxes, assessments or governmental charges to exist (including, without limitation, any taxes levied which, if not paid, will become a charge on the rentals and receipts prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Indenture), or any interest therein (including the interest of the Authority) on the rentals and revenues derived therefrom or under the Master Lease. The County shall also pay, or shall cause to be paid, as Additional Rentals, from and to the extent of available County Funds, as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Projects.

As long as the County is in possession of the Projects and except as otherwise provided in the Master Lease, it shall keep it free and clear of all liens, charges and encumbrances (except Permitted Encumbrances and any encumbrances arising through the Authority) and shall have the responsibility for all management, operations, maintenance and repair of the Projects. The County in its discretion may discharge its responsibility under the Master Lease by: (1) using its own employees; or (2) contracting for services; or (3) subleasing all or portions of the Projects, subject to the provisions of the Master Lease and the Indenture; or (4) any combination of such methods. No such contract or sublease shall place a greater burden on the Authority than provided in the Master Lease, nor infringe upon rights granted to or retained by the Authority under the Master Lease, nor violate or in any way impair the Authority's obligations under the Indenture or any other instrument, if any, securing any debt or borrowings by the Authority, all or substantially all the proceeds of which are to be used to finance Projects.

The County may, at the expense and in the name of the County, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom provided the County shall first deposit with the Trustee, or in court, a bond or other security satisfactory to the Trustee pursuant to the Security Documents unless the Trustee shall notify the County that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms of the Master Lease, the Indenture and the Security Documents will be materially endangered or the Projects or any portion thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid forthwith.

Provisions Respecting Insurance. The County agrees to insure or cause to be insured, with the Trustee listed as a Loss Payee, the Projects against loss or damage of the kinds usually insured against by public bodies similarly situated, including, without limitation, policies of casualty and property damage, by means of policies issued by reputable insurance companies duly qualified to do such business in the State with a uniform standard coverage

endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than full insurable value of the Projects. The term “full insurable value” as used in the Master Lease shall mean the actual replacement value, or at the option of the County any lesser amount which is equal to or greater than the principal amount of all of the Bonds then Outstanding of the Series which financed said Projects (or applicable portions thereof in case said Series of Bonds financed more than one Project). Alternatively, the County may insure or cause to be insured under a blanket insurance policy or policies which cover not only the Projects but other properties in the amounts required by the previous sentence.

Any insurance policy issued pursuant to the preceding paragraph shall be so written or endorsed as to make losses, if any, payable to the Trustee. The Net Proceeds of the insurance required in the Master Lease shall be applied as described under “Obligation of the County to Repair and Replace the Project” below or, at the option of the County, as described in “Discharge of the Obligation of the County to Repair and Replace the Project” below.

The County agrees to self-insure or to carry or cause to be carried public liability insurance with one or more reputable insurance companies in amounts that are typically carried by governmental entities of the same size as the County for property damage for any occurrence. In the event that the limits on governmental liability established by Section 63G, Chapter 7, Utah Code Annotated 1953, as amended, are increased, the amounts required by the Master Lease shall be deemed to be increased to such higher amounts. If self-insurance is not utilized, the Authority and the Trustee shall be made additional insureds under such policies.

#### **Damage, Destruction and Condemnation; Use of Net Proceeds**

Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term and the payment in full of the Bonds (or the making of provisions for the payment thereof in accordance with the Indenture) (i) the Projects or any material portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (ii) title to, or the temporary or permanent use of the Projects or any material portion thereof or the Projects or any material portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of a Project shall become apparent; or (iv) title to or the use of all or any material portion of the Projects shall be lost by reason of a defect in title thereto, the County shall be obligated, from and to the extent of County Funds and subject to the provisions of “Discharge of the Obligation of the County to Repair and Replace the Project” below, to continue to pay the amounts specified in the Master Lease regardless of whether said Project or Projects shall have been accepted.

Obligation of the County to Repair and Replace the Project. Subject to the provisions of the Master Lease, the County, the Authority, and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to a Project or Projects to be deposited in the applicable Construction Fund account if received before the Completion Date and in a separate trust fund under the Indenture if received thereafter. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification or improvement of said Project or Projects by the County upon receipt of a requisition acceptable to the Trustee signed by the County Representative, stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the applicable Construction Fund account or separate trust fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation; and (v) such other documents and information as the Trustee requires. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Bond Fund to be applied to the payment of the principal of, premium, if any, and interest on the applicable Series of Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), any balance remaining in such Construction Fund account(s) or separate trust fund shall be paid to the County. If the Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement, the County shall, from and to the extent of available County Funds, complete the work and pay any cost in excess of the amount of the Net Proceeds. The County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of the Master Lease, the County shall not be entitled to any reimbursement therefor from the Authority, the Trustee or the Bondholders of the Bonds nor shall the County be entitled to any diminution of the Base Rentals and Additional Rentals payable under the Master Lease. The County further agrees that any repair, restoration, modification or improvement paid for in whole or in

part from such Net Proceeds shall be subject to the security afforded by the Indenture, the Master Lease and the Security Documents, and shall be included under the terms of the Master Lease.

Covenant to Seek Appropriation of Insufficiency of Net Proceeds; Discharge of the Obligation of the County to Repair and Replace the Projects. In the event that the Net Proceeds of any insurance policy, performance bond or condemnation award shall be insufficient to pay in full the cost of any repair, restoration, or modification of a Project or Projects required under the Master Lease, the appropriate budget officers of the County shall, within 30 days of notice of such insufficiency, seek an appropriation from the County for an amount equal to any such insufficiency. In the event that the County shall fail to appropriate, by the first day of the next Renewal Term following such request for an appropriation, an amount at least equal to such insufficiency for such purpose, the obligation to repair and replace said Project or Projects under the Master Lease may be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Bond Fund. Upon the deposit of such Net Proceeds in said Bond Fund, the County shall have no further obligation for the payment of Base Rentals and Additional Rentals thereunder with respect to said Project or Projects, and possession of said Project or Projects as well as all rights created pursuant to the Master Lease and the interest of the County and the Authority therein and in any funds or accounts created under the Indenture with respect to said Project or Projects (except for moneys held in the Rebate Fund and for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Trustee, as trustee for the Bondholders of the applicable Series of Bonds. Thereafter, the Authority's interest in said Project or Projects may be liquidated pursuant to the provisions of and subject to the limitations set forth in the Indenture, Security Documents and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to said Project or Projects (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed Outstanding), shall be applied to the redemption of the applicable Series of Bonds on the next succeeding redemption date. Such redemption of the applicable Series of Bonds shall be made upon full or partial payment of the principal amount of said Bonds then Outstanding and accrued interest thereon all in accordance with the Indenture.

Granting of Easements and Releases. As long as no Event of Default with respect to the Projects shall have happened and be continuing, the County may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any property or rights included in the Master Lease and the Indenture, free from the security interest afforded by or under the Master Lease, the Indenture and the Security Documents or the County may release portions of the sites on which a Project or Projects is located or existing easements, licenses, rights of way and other rights and privileges with or without consideration, and the Authority agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver, any instrument necessary or appropriate to confirm and grant or release such portion of the Project Site or any such easement, license, right of way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the County Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of such Projects or any material portion thereof; and (iii) an opinion of counsel to the County that such grant or release will not materially weaken, diminish or impair the security granted to the Bondholders and contemplated by the Master Lease or under the Master Lease, the Indenture or the Security Documents.

### **Conveyance of the Projects**

(a) The Authority's right and interest in and to all of the Projects shall be transferred, conveyed and assigned by the Authority to the County:

(i) Upon payment by the County to the Trustee of the then applicable Purchase Option Price and upon giving not less than thirty (30) days prior written notice to the Authority and the Trustee; or

(ii) Upon payment by the County to the Trustee of all Base Rentals and Additional Rentals required to be paid under the Master Lease during the Lease Term; or

(iii) Upon the discharge of the lien of the Indenture.

Under the Indenture, the Trustee shall agree to execute such documents and instruments as shall be necessary to effect a release of the security interest granted by said Indenture or the Security Documents upon the payment in full of all of the Bonds.

(b) The County understands that the Purchase Option Price may be revised from time to time based on certain redemptions of Bonds (other than mandatory sinking fund redemptions or the issuance of any Additional Bonds or Refunding Bonds authorized under the Indenture. In the event the County so elects to purchase all of the Projects as provided in the Master Lease, the County agrees to pay such applicable Purchase Option Price (together with the other amounts constituting the purchase price for the Projects as provided in the Master Lease) as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the Bonds or the issuance of Additional Bonds or Refunding Bonds. Nothing in the Master Lease shall be construed to create any obligation of the County to purchase the Projects.

Release of a Project Upon Payment of Related Series of Bonds. In addition to the purchase option set forth above, the Master Lease grants the County the option of purchasing a Project in advance of the final maturity of the related Series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under the Master Lease and the Security Instrument Issuer for the related Series of Bonds shall have consented thereto (which consent shall not be unreasonably withheld) unless the related Series of Bonds have been legally defeased or refunded, a Project may be released from the lien created with respect to the Bonds and the Indenture and the Master Lease and transferred to the County (subject to Permitted Encumbrances and liens and encumbrances resulting from the failure of the County to perform or observe the agreements on its part contained in the Master Lease or otherwise consented to by the County), if (i) the County shall deposit with the Trustee the Purchase Option Price for such Projects; and (ii) there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of such Projects will not adversely affect the excludability of interest on the Bonds from federal gross income of the owners thereof or the status of the bonds as Tax Credit Bonds, if applicable. The County shall be obligated to pay all costs of the Trustee and the Authority in providing for the transfer and release of any Project or portion thereof.

Conveyance on Purchase of Project. At the closing of any purchase of any or all of the Projects pursuant to the option to purchase granted in the Master Lease, the Authority shall, upon receipt by the Trustee of the Purchase Option Price, or upon the payment by the County of all Base Rentals and Additional Rentals required, or upon discharge of the lien of the Indenture as the case may be, deliver to the County the following:

(a) If necessary, a release by the Trustee of the lien under the Indenture and Security Documents, together with any other instrument necessary or appropriate to release any security interest granted by the Master Lease with respect to the Project or Projects to be released, the Indenture and the Security Documents.

(b) All necessary documents conveying to the County good and marketable title to the Project or Projects to be released as it then exists subject to the following: (i) the right, title and interest of the County in such Project or Projects; (ii) those liens and encumbrances created by the County or to the creation or suffering of which the County consented; (iii) those liens and encumbrances resulting from the failure of the County to perform or observe any of the agreements on its part contained in the Master Lease; and (iv) Permitted Encumbrances, other than the Indenture, the Master Lease, the Security Documents and any financing statements filed by the Authority pursuant to the Master Lease with respect to the Project or Projects to be released or the Indenture.

Relative Position of Option and Indenture. The purchase option granted to the County with respect to all of the Projects shall be and remain prior and superior to the Indenture and may be exercised whether or not an Event of Nonappropriation or Event of Default shall have occurred and be continuing under the Master Lease or under the Indenture; provided, however, that such option must be exercised before the later of (i) ninety days after notification in writing by the Trustee to the County of the occurrence of an Event of Default under the Indenture, or (ii) the ultimate disposition of the Projects upon exercise of any available foreclosure remedy, and further provided that, as a condition of the exercise of such option, the County must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default and all Security Instrument Costs, Security Instrument Repayment Obligations, Reserve Instrument Costs and Reserve Instrument Repayment Obligations.

## Events of Default and Remedies

Events of Default Defined. Any one of the following shall be an “Event of Default” under the Master Lease:

- (a) Failure by the County to pay any Base Rentals or Additional Rentals required to be paid under the Master Lease at the time specified therein, in the absence of an Event of Nonappropriation; or
- (b) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a), for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the County by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not unreasonably withhold their consent to an extension of such time if corrective action shall be instituted by the County within the applicable period and diligently pursued until the default is corrected; or
- (c) The County shall abandon any material portion of a Project; or
- (d) The County’s interest in the Master Lease or any part thereof shall be assigned or transferred without the written consent of the Authority, either voluntarily or by operation of law, except as permitted under the Master Lease; or
- (e) The County shall file any petition or institute any proceedings wherein or whereby the County seeks to be adjudicated a bankrupt, or to be discharged from any and all of its debts or obligations, or offers to the County’s creditors to effect a composition or extension of time to pay the County’s debts, or seeks a reorganization or a readjustment of the County’s debts, or for any other similar release, or any such petition or any such proceedings of the same or similar kind or character shall be filed, or instituted or taken against the County and the same shall not have been dismissed or otherwise resolved in favor of the County within sixty days from the filing or institution thereof; or
- (f) Dissolution of the Authority prior to the full repayment of the Bonds.

The foregoing provisions are subject to the following limitations: (i) the obligations of the County to make payments of the Base Rentals and Additional Rentals as provided in the Master Lease shall be subject to the occurrence of an Event of Nonappropriation; and (ii) if, by reason of Force Majeure, the County shall be unable, in whole or in part, to carry out any agreement on its part contained in the Master Lease, other than the obligations on the part of the County contained in the Master Lease, the County shall not be deemed in default during the continuance of such inability. The County agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the County from carrying out its agreement; provided, however, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County, and the County shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the County, unfavorable to the County.

Remedies on Default. Whenever any Event of Default referred to in the previous section shall have happened and be continuing, subject to the limitations contained in the Indenture and the rights of any Security Instrument Issuer (so long as the Security Instrument Issuer is not in default under its Security Instrument), the Trustee or the Authority with the written consent of the Trustee, shall have the right, at their or its option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Immediately reenter and take possession of the Projects;
  - (b) Exercise any rights or remedies as the Trustee may have under Indenture or the Security Documents;
- or
- (c) Take whatever action at law or in equity may appear necessary or desirable to enforce their or its rights in and to the Projects, including, without limitation, the right to terminate the Lease Term.

Upon the occurrence of an Event of Default, the County shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals under the Master Lease shall terminate. Any moneys collected pursuant to action taken under the Master Lease shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Limitations on Remedies. No judgment requiring a payment of money may be entered against the County by reason of an Event of Default under the Master Lease, except as expressly provided in the Master Lease. In the event the security interest created under the Indenture, the Master Lease or the Security Documents shall be foreclosed subsequent to the occurrence of an Event of Default, no deficiency judgment may be entered against the County or the Authority.

No Remedy Exclusive. No remedy conferred upon or reserved to the Authority and the Trustee in the Master Lease is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Master Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

## **THE SECURITY DOCUMENTS**

To secure its payment obligations under the 2026 Bonds, the Authority has granted to the Trustee a security interest in the 2026 Project, a portion of which is owned by the Authority pursuant to a leasehold interest in certain real property which is owned by the County and leased to the Authority under a Ground Lease Agreement between the Authority and the County, pursuant to a Leasehold Deed of Trust, Assignment of Rents and Security Agreement (the “Deed of Trust”), and an Assignment of Ground Lease (the “Assignment of Ground Lease”) for the equal and proportionate benefit of the Owners of the Bonds. The Deed of Trust and the Assignment of Ground Lease are sometimes collectively referred to herein as the “Security Documents.” Reference is hereby made to the actual Security Documents for a complete recital of their respective terms. During the period of the offering of the Series 2026 Bonds, drafts of the Security Documents will be available at the office of the County listed in the forepart of this Official Statement. Subsequent to the offering of the 2026 Bonds, copies of the Security Documents may be obtained from the Trustee.

The Authority under the Security Documents will irrevocably warrant, grant, transfer, convey and assign to the Trustee, IN TRUST, WITH POWER OF SALE, all of its right, title, and interest in the 2026 Project, including but not limited to real property, rents, issues, profits, royalties, income, interest in leases or subleases, options to purchase, easements, rights of way, proceeds of insurance or condemnation and tangible personal property in order to provide additional security for the Authority’s payment obligations under the 2026 Bonds and the Indenture. The Security Documents generally provide for the procedure by which the Trustee can foreclose on and sell the Authority’s interest in the 2026 Project and the Ground Lease to pay the Authority’s payment obligations under the 2026 Bonds and Indenture.

## APPENDIX B

### **BASIC FINANCIAL STATEMENTS OF WASATCH COUNTY, UTAH FOR FISCAL YEAR 2024**

The financial statements for Fiscal Year 2024 is contained herein. Copies of current and prior financial statements are available upon request from the County's contact person as indicated under "INTRODUCTION—Contact Persons" above.

*The County's financial statements for Fiscal Year 2025 must be completed under State law by June 30, 2026.*

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# WASATCH COUNTY, UTAH

## Financial Statements

with Independent Auditor's Report thereon

For the Year Ended December 31, 2024

Wasatch County, Utah  
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For the Year Ended December 31, 2024

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COMMITTED. EXPERIENCED. TRUSTED.

PARTNERS

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**INDEPENDENT AUDITOR'S REPORT**

Honorable Members of the County Council  
Wasatch County, Utah

**Report on the Financial Statements**

***Opinions***

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Wasatch County, Utah (the County), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Wasatch County, Utah and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Responsibilities of Management for the Financial Statements***

The County's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for one year after the date that the financial statements are issued.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The combining statement of nonmajor fund financial statements, combining statement of internal service fund financial statements, schedule of receipts and disbursements - treasurer's collection account, statement of taxes charged, collected and distributed are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining statement of nonmajor fund financial statements, combining statement of internal service fund financial statements, schedule of receipts and disbursements - treasurer's collection account, statement of taxes charged, collected and distributed are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statement of nonmajor fund financial statements, combining statement of internal service fund financial statements, schedule of receipts and disbursements - treasurer's collection account, statement of taxes charged, collected and distributed are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with Government Auditing Standards, we have also issued our report dated July 7, 2025 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the County's internal control over financial reporting and compliance.

***ABMC, LLC***

July 7, 2025  
Bountiful, Utah

# Wasatch County, Utah

## Management's Discussion and Analysis

### For the Year Ended December 31, 2024

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As management of Wasatch County (the County), we offer readers of The County's financial statements this narrative overview and analysis of the financial activities of Wasatch County for the fiscal year ended December 31, 2024. The Management's Discussion and Analysis (MD&A) is designed to provide an overview of the county's financial activity. It is also intended to assist the reader in focusing on items of significant financial interest including changes to the financial position, material deviations from the approved budget, and other items of general interest.

#### **Financial Highlights**

Total net position of \$145,711,440 is made up of \$58,499,693 in capital assets less related debt, \$48,961,922 of restricted net position, and \$38,249,825 of unrestricted net position. The County's total net position increased by \$14,283,322. At the end of the current year, unassigned fund balance of the general fund was \$23,799,202 or 56% of total general fund revenues.

The decrease in capital assets less related debt is due to the addition of \$23,431,000 in lease revenue bond indebtedness by the Municipal Building Authority. These bonds will be used to expand the Wasatch County courts building but the majority of funds were still unspent at year end.

#### **Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to The County's basic financial statements. The County's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains the required supplementary information, as well as additional supplementary information intended to furnish additional detail to support the basic financial statements themselves.

##### *Government-wide Financial Statements*

The government-wide financial statements are designed to provide readers with a broad overview of The County's finances, in a manner similar to a private-sector business.

The ***statement of net position*** presents information on all of the County's assets, liabilities, and deferred inflows and outflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Wasatch County is improving or deteriorating. However, you will also need to consider other nonfinancial factors.

The ***statement of activities*** presents information showing how the County's net position changed during the fiscal year reported. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of Wasatch County that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities).

# Wasatch County, Utah

## Management's Discussion and Analysis

### For the Year Ended December 31, 2024

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The government-wide financial statements include not only Wasatch County itself (known as the *primary government*), but also the following legally separate component units for which Wasatch County is financially accountable:

- Heber Valley Tourism and Economic Development
- Wasatch County Fire Protection Special Service District
- Wasatch County Special Service District #9
- Wasatch County Service Area #1
- Heber Valley Special Service District
- Jordanelle Special Service District
- North Village Special Service District
- Timberlakes Water Special Service District
- Twin Creeks Special Service District

Financial information for these component units is reported separately from the financial information presented for the primary government itself. The Solid Waste District, Wasatch County Parks and Recreation District, and Municipal Building Authority of Wasatch County, although also legally separate, function for all practical purposes as departments of Wasatch County, and therefore have been included as an integral part of the primary government.

The government-wide financial statements can be found on the pages directly following this report.

#### *Fund Financial Statements*

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Wasatch County also uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

*Governmental funds* - These funds are used to account for the same functions reported as governmental activities in the government-wide financial statements. The two statements that summarize these governmental funds are the balance sheet and the statement of revenues, expenditures, and changes in fund balances. Additionally, there is a reconciliation of these two statements to the government-wide statement of net position and government-wide statement of activities respectively. These fund statements focus on how money flows into and out of these funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the County's general governmental operations and the basic services it provides. Governmental fund information helps users determine whether there are more or fewer financial resources that can be spent in the near future to finance the County's programs. We describe the relationship (or differences) between governmental activities (reported in the statement of net position and the statement of activities) and governmental funds in a reconciliation included with the fund financial statements.

# Wasatch County, Utah

## Management's Discussion and Analysis

### For the Year Ended December 31, 2024

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For Wasatch County, the major governmental funds (as determined by generally accepted accounting principles) are the general fund and the capital projects fund. The non-major governmental funds are the parks and recreation fund, municipal services fund, public health fund, library fund, public transit fund, tourist and recreation fund, TAP tax fund, EMS sales tax fund, liquor distribution fund, emergency 911 service fund, municipal building authority fund, convention bureau fund, and debt service fund.

*Proprietary funds* - Wasatch County maintains one type of proprietary fund, the Solid Waste Special Service District. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. As determined by generally accepted accounting principles, the enterprise fund meets the criteria of major fund classification.

*Internal service funds* – These funds are used to report activities that result in the accumulation and allocation of costs related to supplies and services provided and used internally amount the County's various functions. The County uses internal service funds to account for computer replacement, auto fleet maintenance, auto fleet replacement, information system services, and communication equipment.

*Fiduciary Funds* - Fiduciary funds account for resources held for the benefit of parties outside the government. Fiduciary funds use full-accrual accounting but are not included in the government-wide statements because the assets in those funds are not available to finance the County's own programs. The County's fiduciary funds include the Treasurer, Clerk, Payroll, and Justice Court Trust Funds used to account for assets held by the County in a trustee capacity or as an agent.

#### *Other Information*

In addition to the basic financial statements and accompanying notes, this report also presents supplementary information. Supplementary information, including the combining statements referred to earlier in connection with nonmajor governmental funds and internal service funds, can be found on pages 66-72 of this report.

#### **Government-wide Financial Analysis**

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of Wasatch County, assets and deferred outflows exceed liabilities and deferred inflows by \$145,711,440.

A substantial portion of the County's net position (40.15%), excluding discretely presented component units, is in capital assets. The capital assets (e.g., land, buildings, machinery and equipment, and infrastructure), less any related debt still outstanding used to acquire those assets, is used to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. With more than half of the County's net position tied up in capital assets and not capable of being liquidated to meet these obligations, the County must manage available resources to make sure there is sufficient funding to meet routine operational needs. The Solid Waste District and Information System Services funds have negative unrestricted fund balance due to investment in capital assets and therefore must borrow resources from other funds to meet their operational needs.

**Wasatch County, Utah**  
**Management's Discussion and Analysis**  
**For the Year Ended December 31, 2024**

The portion of net position that represents non-capital assets is comprised of various restricted and unrestricted amounts. The County holds restricted funds for use in servicing debt, construction projects, and developing tourism as a result of payments received from allocations of the transient room taxes and tourism taxes that are remitted to the State.

The County's unrestricted net position is used primarily to fund cash flows during the year. As noted later in this report, property taxes and fee in lieu represent the largest source of income for the County (41.24% of governmental fund revenues). These taxes are not collected until November, late in the County's fiscal year. Therefore, fund balances are used during the year until such time as the taxes are collected and available for use in meeting expenditures of the subsequent year.

The following table presents summary information comparing the current year to the prior year from the Statement of Net Position (page 13) in the basic financial statements.

**Wasatch County's Net Position**

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
<u>Assets and deferred outflows</u>						
Current and other assets	\$ 110,752,732	\$ 62,502,534	\$ 1,113,617	\$ 318,377	\$ 111,866,349	\$ 62,820,911
Internal balances	-	1,032,826	-	(1,032,826)	-	-
Capital assets and investment in joint venture	87,711,872	82,242,509	5,082,966	4,905,062	92,794,838	87,147,571
Deferred outflows of resources	8,897,117	6,162,199	413,956	544,899	9,311,073	6,707,098
Total assets and deferred outflows	207,361,721	151,940,068	6,610,539	4,735,512	213,972,260	156,675,580
<u>Liabilities and deferred inflows</u>						
Accounts payable and accrued liabilities	22,212,959	3,281,764	206,414	172,143	22,419,373	3,453,907
Other current liabilities	547,324	690,664	83,686	89,225	631,010	779,889
Bonds, notes, leases, and compensated absences	38,172,828	15,483,977	393,769	344,155	38,566,597	15,828,132
Net pension liability	5,197,994	3,886,174	249,425	343,639	5,447,419	4,229,813
Deferred inflows or resources	1,192,747	949,947	3,674	5,774	1,196,421	955,721
Total liabilities and deferred inflows	67,323,852	24,292,526	936,968	954,936	68,260,820	25,247,462
<u>Net Position</u>						
Net investment in capital assets	53,912,331	70,961,392	4,587,362	4,431,995	58,499,693	75,393,387
Restricted	48,961,922	26,529,604	-	-	48,961,922	26,529,604
Unrestricted	37,163,616	30,156,546	1,086,209	(651,419)	38,249,825	29,505,127
Total net position	\$ 140,037,869	\$ 127,647,542	\$ 5,673,571	\$ 3,780,576	\$ 145,711,440	\$ 131,428,118

As taken from the statement of activities in the basic financial statements, the following table depicts the changes in net position for 2024, with a comparison from the prior year.

Wasatch County, Utah  
Management's Discussion and Analysis  
For the Year Ended December 31, 2024

**Wasatch County's Changes in Net Position**

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
<b>Revenues</b>						
Program revenues						
Charges for services	\$ 12,911,239	\$ 11,755,842	\$ 7,368,719	\$ 5,940,571	\$ 20,279,958	\$ 17,696,413
Operating grants & contributions	7,503,068	6,166,364	-	-	7,503,068	6,166,364
Capital grants & contributions	3,191,752	3,170,352	-	-	3,191,752	3,170,352
General revenues						
Taxes	47,421,594	38,670,877	-	-	47,421,594	38,670,877
Interest income	4,931,987	3,434,453	7,817	-	4,939,804	3,434,453
Miscellaneous	1,783,328	1,121,811	8,276	18,012	1,791,604	1,139,823
Gain on sale of assets	89,993	22,305	317,641	302,797	407,634	325,102
Gain (loss) on investment in joint venture	-	-	22,537	68,118	22,537	68,118
Total revenues	<u>77,832,961</u>	<u>64,342,004</u>	<u>7,724,990</u>	<u>6,329,498</u>	<u>85,557,951</u>	<u>70,671,502</u>
<b>Expenses</b>						
General government	22,503,077	22,532,796	-	-	22,503,077	22,532,796
Public safety	20,951,237	14,838,612	-	-	20,951,237	14,838,612
Public works	4,174,471	5,073,876	-	-	4,174,471	5,073,876
Parks, recreation, and culture	6,973,899	5,480,189	-	-	6,973,899	5,480,189
Public health and welfare	6,242,083	5,663,937	-	-	6,242,083	5,663,937
Economic development	3,535,410	6,198,058	-	-	3,535,410	6,198,058
Other	830,941	765,630	-	-	830,941	765,630
Interest expense	231,516	460,968	-	-	231,516	460,968
Solid Waste Special Service District	-	-	5,831,995	5,158,490	5,831,995	5,158,490
Total expenses	<u>65,442,634</u>	<u>61,014,066</u>	<u>5,831,995</u>	<u>5,158,490</u>	<u>71,274,629</u>	<u>66,172,556</u>
Increase in net position	12,390,327	3,327,938	1,892,995	1,171,008	14,283,322	4,498,946
Net position, beginning of year (as restated)	<u>127,647,542</u>	<u>124,319,604</u>	<u>3,780,576</u>	<u>2,609,568</u>	<u>131,428,118</u>	<u>126,929,172</u>
Net position, end of year	<u>\$ 140,037,869</u>	<u>\$ 127,647,542</u>	<u>\$ 5,673,571</u>	<u>\$ 3,780,576</u>	<u>\$ 145,711,440</u>	<u>\$ 131,428,118</u>

Governmental activities increased Wasatch County's net position by \$12,390,327. This large increase isn't attributable to any one thing, but rather a result of conservative budget projections which resulted in decreased expenses while seeing a double-digit percentage increase in revenues. Revenues and expenses were both inflated by \$4,664,409 due to the implementation of an EMS sales tax that was approved by voters at the end of 2023.

Business-type activities increased \$1,892,995 in net position for the year, largely attributable to increased fees for solid waste services.

**Financial Analysis of Government's Funds**

The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the County's financing requirements.

As of December 31, 2024, the County's General Fund reported a fund balance of \$23,820,222. This represents an increase of \$2,854,418 from last year's fund balance.

The General Fund is the chief operating fund of the County. All activities which are not required to be accounted for in separate funds either by state or local ordinance or by a desire to maintain a matching of revenues and expenditures are accounted for in this fund.

Taxes continue to be the largest source of revenue in the General Fund, representing 61% of total General Fund revenues. The largest category is property taxes, as has been the case for the past several years, representing 78% of total tax revenues and 47.4% of total general fund revenues.

Wasatch County, Utah  
Management's Discussion and Analysis  
For the Year Ended December 31, 2024

As stated earlier, the County maintains one enterprise fund to account for the business-type activities of the County. The separate fund statements included in this report, provides the same information for business-type activities as is provided in the government-wide financial statements. However, the difference is that the fund statements provide more detail.

**Capital Asset and Debt Administration**

*Capital Assets*

The County's investment in capital assets for governmental funds and business type activities as of December 31, 2024, amounts to \$92,299,234. This investment in capital assets includes land, water rights, easements, buildings, improvements, equipment, and infrastructure, which includes roads, highways, bridges, and construction in progress. Capital assets had a net increase of \$8,778,680, less depreciation expense of \$3,153,950 during 2024.

The County has elected to use the modified approach to account for its infrastructure assets, such as roads and bridges. The information can be found in the required supplemental information following the notes to the financial statements.

**Wasatch County's Capital Assets**

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
<u>Not being depreciated</u>						
Land, water rights, and easements	\$ 24,324,614	\$ 24,324,614	\$ 236,250	\$ 236,250	\$ 24,560,864	\$ 24,560,864
Infrastructure	23,661,354	23,661,354	-	-	23,661,354	23,661,354
Total not being depreciated	47,985,968	47,985,968	236,250	236,250	48,222,218	48,222,218
<u>Being depreciated</u>						
Buildings and improvements, net	30,934,645	27,817,820	377,725	381,120	31,312,370	28,198,940
Machinery and equipment, net	5,004,909	3,976,537	3,932,817	3,772,780	8,937,726	7,749,317
Infrastructure, net	3,162,326	2,124,235	40,570	41,845	3,202,896	2,166,080
Right to use asset	103,963	146,882	-	-	103,963	146,882
SBITA	520,061	191,067	-	-	520,061	191,067
Total being depreciated, net	39,725,904	34,256,541	4,351,112	4,195,745	44,077,016	38,452,286
Total capital assets, net	<u>\$ 87,711,872</u>	<u>\$ 82,242,509</u>	<u>\$ 4,587,362</u>	<u>\$ 4,431,995</u>	<u>\$ 92,299,234</u>	<u>\$ 86,674,504</u>

Additional information on the County's capital assets can be found in footnote 5 of this report.

**Long-term Debt**

At December 31, 2024, the County had total long-term debt outstanding of \$33,641,365, including bond premiums of \$1,057,208. The debt represents general obligation bonds, revenue bonds, and notes payable.

**Wasatch County, Utah**  
**Management's Discussion and Analysis**  
**For the Year Ended December 31, 2024**

**Wasatch County's Long-Term Debt**

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenue bonds, net	\$ 26,741,000	\$ 3,795,000	\$ -	\$ -	\$ 26,741,000	\$ 3,795,000
Revenue bonds premium	433,704	507,006	-	-	433,704	507,006
General obligation bonds	3,935,000	4,095,000	-	-	3,935,000	4,095,000
General obligation bonds premium	623,504	661,874	-	-	623,504	661,874
Notes payable	1,155,581	1,759,240	-	-	1,155,581	1,759,240
Leases and subscriptions payable	752,576	566,912	-	-	752,576	566,912
Total bonds, notes, leases, and subscriptions payable	<u>\$ 33,641,365</u>	<u>\$ 11,385,032</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 33,641,365</u>	<u>\$ 11,385,032</u>

The County's total bonds and notes payable had a net increase of \$22,256,283, including a decrease of \$111,672 in unamortized bond premiums. The net increase is related to the Municipal Building Authority issuing \$23,431,000 in lease revenue bonds for the Wasatch County Courts building expansion.

State statutes limit the amount of general obligation debt a government entity may issue to 2 percent of its total fair market value of taxable property in the County. The current debt limitation for Wasatch County is \$364,850,854. Wasatch County has general obligation debt of \$4,558,504, including \$623,504 of unamortized bond premiums.

Additional information on the outstanding debt obligations of the County can be found footnote 6.

**Economic Factors and Next Year's Budget**

The County's elected and appointed officials considered many factors when setting the fiscal year 2024's budget, tax rates, and fees that will be charged for the business type activities. The County uses a conservative approach during the budgeting process with the purpose of maintaining a healthy fund balance. The taxable value of property, on which the tax rate is applied, in Wasatch County, changed from a total of \$16,071,547,869 in 2023 to a total of \$18,242,542,703 in 2024, an increase of \$2,170,994,834. Wasatch County's General Fund revenues changed from \$38,245,908 in 2023 to \$42,711,807 in 2024, an increase of \$4,465,899. This increase was driven by a \$2,213,314 increase in taxes and a \$974,777 increase in interest income, but every revenue category increased by at least 7%.

Despite the large increases seen from 2023 to 2024, management has elected to remain conservative when projecting increases in the 2025 budget. The County is currently in a good financial position with healthy reserves but uncertainty surrounding interest rates, inflation and the economy in general make it prudent to remain conservative at this time.

**Contacting the County's Financial Management**

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the County's finances and to show the County's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the County's Clerk/Auditor Department.

## BASIC FINANCIAL STATEMENTS

Wasatch County, Utah  
Statement of Net Position  
December 31, 2024

	Primary Government		Total	Component Units
	Governmental Activities	Business-type Activities		
<b>ASSETS</b>				
Cash and investments	\$ 60,532,188	\$ 799,528	\$ 61,331,716	\$ 56,100,288
Restricted cash and investments	33,711,501	-	33,711,501	46,032,022
Receivables:				
Accounts, net of allowance	5,069,972	314,089	5,384,061	8,994,791
Taxes receivable	9,235,734	-	9,235,734	-
Due from other governments	-	-	-	5,222,595
Internal balances	-	-	-	-
Other	2,189,176	-	2,189,176	2,154,642
Inventory	14,161	-	14,161	
Prepaid and other assets	-	-	-	1,828,005
Lease receivable	-	-	-	90,701
Net pension asset	-	-	-	752,397
Investment in joint venture	-	495,604	495,604	-
Capital assets not being depreciated	47,985,968	236,250	48,222,218	160,088,199
Capital assets, net of accumulated depreciation/amortization	39,725,904	4,351,112	44,077,016	204,915,095
<b>Total assets</b>	<b>198,464,604</b>	<b>6,196,583</b>	<b>204,661,187</b>	<b>486,178,735</b>
Deferred outflows of resources:				
Related to pensions	8,897,117	413,956	9,311,073	2,865,229
<b>Total deferred outflows of resources</b>	<b>8,897,117</b>	<b>413,956</b>	<b>9,311,073</b>	<b>3,200,107</b>
<b>LIABILITIES</b>				
Accounts payable and accrued liabilities	22,212,959	206,414	22,419,373	3,589,217
Unearned revenue	-	83,686	83,686	1,077,617
Bonds and deposits held	311,420	-	311,420	4,895,020
Due to other governments	77,728	-	77,728	1,462,555
Accrued interest payable	158,176	-	158,176	275,254
Noncurrent liabilities:				
Due within one year: Bonds, notes, leases, and compensated absences	4,564,553	196,885	4,761,438	4,526,644
Due in more than one year:				
Net pension liability	5,197,994	249,425	5,447,419	788,071
Bonds, notes, leases, and compensated absences	33,608,275	196,884	33,805,159	31,478,362
<b>Total liabilities</b>	<b>66,131,105</b>	<b>933,294</b>	<b>67,064,399</b>	<b>48,092,740</b>
Deferred inflows of resources:				
Related to property taxes	1,113,788	-	1,113,788	-
Related to leases	-	-	-	255,579
Related to pensions	78,959	3,674	82,633	34,106
<b>Total deferred inflows of resources</b>	<b>1,192,747</b>	<b>3,674</b>	<b>1,196,421</b>	<b>289,685</b>
<b>NET POSITION</b>				
Net investment in capital assets	53,912,331	4,587,362	58,499,693	335,493,423
Restricted for:				
Municipal services	2,565,537	-	2,565,537	-
Capital outlay	46,036,702	-	46,036,702	36,979,952
Debt Service	136,935	-	136,935	7,255,208
Other purposes	222,748	-	222,748	752,397
Unrestricted	37,163,616	1,086,209	38,249,825	60,515,437
<b>Total net position</b>	<b>\$ 140,037,869</b>	<b>\$ 5,673,571</b>	<b>\$ 145,711,440</b>	<b>\$ 440,996,417</b>

Wasatch County, Utah  
Statement of Activities  
For the Year Ended December 31, 2024

Function/Programs	Program Revenues				Net (Expense) Revenues and Changes in Net Position			Component Units
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government			
					Governmental Activities	Business-type Activities	Total	
<b>Governmental activities</b>								
General government	\$ 22,503,077	\$ 6,656,026	\$ 1,870,993	\$ -	\$ (13,976,058)		\$ (13,976,058)	
Public safety	20,951,237	3,312,860	963,654	622,550	(16,052,173)		(16,052,173)	
Public works	4,174,471	-	2,135,834	520,204	(1,518,433)		(1,518,433)	
Parks, recreation, and culture	6,973,899	1,902,008	23,255	412,402	(4,636,234)		(4,636,234)	
Public health and welfare	6,242,083	1,040,345	2,509,332	1,636,596	(1,055,810)		(1,055,810)	
Economic development	3,535,410	-	-	-	(3,535,410)		(3,535,410)	
Intergovernmental expenditures	830,941	-	-	-	(830,941)		(830,941)	
Interest on long-term debt	231,516	-	-	-	(231,516)		(231,516)	
<b>Total governmental activities</b>	<b>65,442,634</b>	<b>12,911,239</b>	<b>7,503,068</b>	<b>3,191,752</b>	<b>(41,836,575)</b>		<b>(41,836,575)</b>	
<b>Business-type activities</b>								
Solid Waste	5,831,995	7,368,719	-	-		\$ 1,536,724	1,536,724	
<b>Total business-type activities</b>	<b>5,831,995</b>	<b>7,368,719</b>	<b>-</b>	<b>-</b>		<b>1,536,724</b>	<b>1,536,724</b>	
Total primary government	\$ 71,274,629	\$ 20,279,958	\$ 7,503,068	\$ 3,191,752	(41,836,575)	1,536,724	(40,299,851)	
<b>Component Units:</b>								
Heber Valley SSD	\$ 2,166,213	\$ 3,159,680	\$ -	\$ 1,510,928				\$ 2,504,395
Heber Valley T&ED SSD	2,768,221	185,710	2,938,077	-				355,566
Jordanelle SSD	15,181,223	16,709,771	-	23,518,946				25,047,494
North Village SSD	3,502,629	2,703,949	-	8,524,036				7,725,356
Timberlakes Water SSD	1,576,252	1,505,068	-	-				(71,184)
Twin Creeks SSD	4,807,399	4,404,959	-	5,504,008				5,101,568
Wasatch County Service Area #1	1,192,550	1,278,129	-	-				85,579
Wasatch County Fire Protection SSD	805,620	-	966,902	-				161,282
Wasatch County SSD #9	11,010,081	3,480,366	882,599	115,868				(6,531,248)
<b>Total Component Units</b>	<b>\$ 43,010,188</b>	<b>\$ 33,427,632</b>	<b>\$ 4,787,578</b>	<b>\$ 39,173,786</b>				<b>34,378,808</b>
<b>General Revenues:</b>								
Taxes:								
Property					31,418,912	-	31,418,912	8,315,939
Fees in lieu					587,742	-	587,742	-
Corridor preservation					5,203,095	-	5,203,095	-
Tourism and recreation					10,211,845	-	10,211,845	-
Interest income					4,931,987	7,817	4,939,804	5,168,407
Gain on sale of assets					89,993	317,641	407,634	21,613
Gain on investment in joint venture					-	22,537	22,537	-
Miscellaneous					1,783,328	8,276	1,791,604	209,757
Total general revenue					<u>54,226,902</u>	<u>356,271</u>	<u>54,583,173</u>	<u>13,715,716</u>
Change in net position					12,390,327	1,892,995	14,283,322	48,094,524
Net position - beginning					127,647,542	3,780,576	131,428,118	388,827,953
Net position - ending					<u>\$ 140,037,869</u>	<u>\$ 5,673,571</u>	<u>\$ 145,711,440</u>	<u>\$ 436,922,477</u>

Wasatch County, Utah  
Balance Sheet – Governmental Funds  
December 31, 2024

	General Fund	Capital Projects Fund	Total Nonmajor Funds	Total Governmental Funds
<b>ASSETS</b>				
Cash and investments	\$ 35,429,529	\$ 7,537,971	\$ 15,359,875	\$ 58,327,375
Restricted cash and investments	21,020	33,191,400	499,081	33,711,501
Receivables:				
Accounts, net of allowance	1,792,481	-	3,271,296	5,063,777
Receivable with treasurer	6,947,220	104,849	2,183,665	9,235,734
Other	-	-	2,189,176	2,189,176
Inventory	14,161	-	-	14,161
<b>Total assets</b>	<b>\$ 44,204,411</b>	<b>\$ 40,834,220</b>	<b>\$ 23,503,093</b>	<b>\$ 108,541,724</b>
<b>LIABILITIES</b>				
Accounts payable	\$ 1,939,848	\$ 70,512	\$ 1,362,531	\$ 3,372,891
Accrued liabilities	17,324,280	-	1,400,943	18,725,223
Bonds and deposits held	311,420	-	-	311,420
Due to other governments	-	-	77,728	77,728
<b>Total liabilities</b>	<b>19,575,548</b>	<b>70,512</b>	<b>2,841,202</b>	<b>22,487,262</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenue - property taxes	808,641	-	305,147	1,113,788
<b>FUND BALANCES</b>				
Restricted:				
Government buildings	-	-	136,935	136,935
Convention Bureau	-	-	2,156,947	2,156,947
Special Events Center	-	-	3,116,047	3,116,047
Public safety	21,020	-	201,728	222,748
Public health and welfare	-	-	2,098,524	2,098,524
Community development	-	-	467,013	467,013
Capital projects	-	40,763,708	-	40,763,708
Total restricted	21,020	40,763,708	8,177,194	48,961,922
Committed:				
Tourist and recreation	-	-	3,073,586	3,073,586
Public health and welfare	-	-	4,613,152	4,613,152
Library	-	-	1,817,371	1,817,371
Parks, recreation, and culture	-	-	2,712,572	2,712,572
Total committed	-	-	12,216,681	12,216,681
Unassigned	23,799,202	-	(37,131)	23,762,071
<b>Total fund balances</b>	<b>23,820,222</b>	<b>40,763,708</b>	<b>20,356,744</b>	<b>84,940,674</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 44,204,411</b>	<b>\$ 40,834,220</b>	<b>\$ 23,503,093</b>	<b>\$ 108,541,724</b>

Wasatch County, Utah  
 Reconciliation of the Balance Sheet - Governmental Funds to the  
 Government-wide Statement of Net Position  
 December 31, 2024

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Amounts reported for governmental activities in the statement of net position are different because:

Total fund balance per Government Funds Balance Sheet		\$ 84,940,674
<p>Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds. Asset cost and accumulated depreciation are as follows:</p>		
Asset cost	123,754,436	
Accumulated depreciation	<u>(36,042,564)</u>	87,711,872
<p>Elimination of internal service fund current assets and liabilities which are not reported in the funds, but are reported in the Statement of Net Position</p>		
		2,096,163
<p>The assets and liabilities of the government-wide statement of net position include certain deferred outflows and inflows related to pensions and the net pension liability which do not require the use of current financial resources and are therefore excluded from the governmental fund balance sheet. Pension activities at year end consist of:</p>		
Net pension liability	(5,197,994)	
Deferred inflows related to pensions	(78,959)	
Deferred outflows related to pensions	<u>8,897,117</u>	3,620,164
<p>Long-term liabilities, are not reported as liabilities in the governmental funds. Long-term liabilities included in the government-wide financial statements at year-end consist of:</p>		
Note payable	(1,155,581)	
SBITA and leases payable	(752,576)	
Bonds payable	(30,676,000)	
Bond premiums	(1,057,208)	
Interest payable	(158,176)	
Compensated absences	<u>(4,531,463)</u>	<u>(38,331,004)</u>
Net position of governmental activities		<u>\$ 140,037,869</u>

Wasatch County, Utah  
Statement of Revenues, Expenditures, and Changes in Fund Balances  
Governmental Funds  
For the Year Ended December 31, 2024

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>REVENUES</b>				
Taxes	\$ 25,921,077	\$ 799,689	\$ 20,700,828	\$ 47,421,594
Licenses and permits	5,491,936	-	-	5,491,936
Intergovernmental	4,352,201	-	4,790,863	9,143,064
Charges for services	3,641,758	-	3,196,590	6,838,348
Fines and forfeitures	580,955	-	-	580,955
Impact fees	-	1,551,756	-	1,551,756
Other revenues	159,344	512,642	1,092,208	1,764,194
Interest income	2,564,536	1,565,112	685,763	4,815,411
<b>Total revenues</b>	<u>42,711,807</u>	<u>4,429,199</u>	<u>30,466,252</u>	<u>77,607,258</u>
<b>EXPENDITURES</b>				
Current operating:				
General government	16,100,083	150	6,854,084	22,954,317
Public safety	16,397,166	-	4,715,876	21,113,042
Public health and welfare	1,944,791	-	4,015,850	5,960,641
Public works	3,144,252	-	450,745	3,594,997
Parks, recreation, and culture	417,419	-	6,486,990	6,904,409
Economic development	-	-	3,535,410	3,535,410
Intergovernmental expenditures	830,941	-	-	830,941
Capital outlay	1,709	5,436,364	637,155	6,075,228
Debt service and fiscal charges:				
Principal	-	30,093	998,551	1,028,644
Interest	30,450	-	645,600	676,050
Issuance costs	-	-	131,000	131,000
<b>Total expenditures</b>	<u>38,866,811</u>	<u>5,466,607</u>	<u>28,471,261</u>	<u>72,804,679</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<u>3,844,996</u>	<u>(1,037,408)</u>	<u>1,994,991</u>	<u>4,802,579</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Contributions	19,134	-	-	19,134
Proceeds from bonds payable	-	23,431,000	-	23,431,000
Transfers in	742,009	3,057,050	4,929,950	8,729,009
Transfers out	(1,751,721)	(3,626,955)	(3,341,794)	(8,720,470)
<b>Total other financing sources (uses)</b>	<u>(990,578)</u>	<u>22,861,095</u>	<u>1,588,156</u>	<u>23,458,673</u>
<b>Net change in fund balance</b>	2,854,418	21,823,687	3,583,147	28,261,252
<b>Fund balances at beginning of year</b>	20,965,804	18,940,021	16,773,597	56,679,422
<b>Fund balances at end of year</b>	<u>\$ 23,820,222</u>	<u>\$ 40,763,708</u>	<u>\$ 20,356,744</u>	<u>\$ 84,940,674</u>

Wasatch County, Utah

Reconciliation of the Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Governmental Funds to the Government-wide  
Statement of Activities  
For the Year Ended December 31, 2024

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Amounts reported for governmental activities in the  
Statement of Activities are different because:

Net change in fund balances - total governmental funds \$28,261,252

Capital outlays are reported in governmental funds as expenditures.  
However, in the statement of activities, the cost of those assets is  
allocated over their estimated useful lives as depreciation expense.  
This is the amount by which capital outlays exceed depreciation  
expense in the period:

Capital outlays	7,379,521	
Loss on disposal of assets	(1,688)	
Depreciation expense	<u>(2,404,162)</u>	4,973,671

Internal service funds are used by management to charge the cost of  
internal service to individual funds. The net revenue of certain  
activities of internal service funds are reported with the governmental  
activities. 271,237

Pension expense reported in the government-wide statement of activities  
does not require the use of current financial resources and therefore is  
not reported as an expense in governmental funds. 1,141,514

Compensated absences are not accrued as an expense in governmental  
funds; however, this expense is reported in the statement of activities. (432,518)

Repayment of loan principal is an expenditure in the governmental fund,  
but the repayment reduces long-term liabilities in the government-wide  
statement of net position. 1,558,687

Interest expense on long-term liabilities not reported in the  
governmental fund. 47,484

Change in net position of governmental activities \$12,390,327

Wasatch County, Utah  
Statement of Net Position  
Proprietary Funds  
December 31, 2024

	<b>Business-type Activities - Enterprise Fund</b>	<b>Governmental Activities - Internal Service Funds</b>
	<b>Solid Waste District</b>	
<b><u>ASSETS</u></b>		
Current assets:		
Cash and investments	\$ 799,528	\$ 2,204,813
Receivables:		
Accounts, net of allowance	314,089	6,195
Total current assets	<u>1,113,617</u>	<u>2,211,008</u>
Noncurrent assets:		
Investment - Joint venture Blue Bench Landfill	495,604	-
Capital assets		
Land, easemenets, and water rights	236,250	-
Buildings and improvements	1,239,730	556,838
Machinery and equipment	7,473,139	3,982,632
Subscription asset	-	86,162
Accumulated depreciation	<u>(4,361,757)</u>	<u>(2,191,435)</u>
Total noncurrent assets	<u>5,082,966</u>	<u>2,434,197</u>
<b>Total assets</b>	<u>6,196,583</u>	<u>4,645,205</u>
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
Related to pensions	<u>413,956</u>	<u>270,325</u>
<b><u>LIABILITIES</u></b>		
Current liabilities:		
Accounts payable	108,295	54,970
Accrued liabilities	98,119	59,875
Compensated absences	196,885	176,189
Unearned revenue	83,686	-
Total current liabilities	<u>486,985</u>	<u>291,034</u>
Noncurrent liabilities:		
Compensated absences	196,884	176,189
Net pension liability	249,425	162,882
Total noncurrent liabilities	<u>446,309</u>	<u>339,071</u>
<b>Total liabilities</b>	<u>933,294</u>	<u>630,105</u>
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>		
Related to pensions	<u>3,674</u>	<u>2,399</u>
<b><u>NET POSITION</u></b>		
Net investment in capital assets	4,587,362	2,434,197
Unrestricted	<u>1,086,209</u>	<u>1,848,829</u>
<b>Total net position</b>	<u>\$ 5,673,571</u>	<u>\$ 4,283,026</u>

Wasatch County, Utah  
Statement of Revenues, Expenditures, and Changes in Net Position  
Proprietary Funds  
For the Year Ended December 31, 2024

	<b>Business-type Activities - Enterprise Fund</b>	<b>Governmental Activities - Internal Service Funds</b>
	<u>Solid Waste District</u>	
<u>OPERATING REVENUES</u>		
Charges for services	\$ 7,368,719	\$ 4,427,307
Other	8,276	-
<b>Total operating revenues</b>	<u>7,376,995</u>	<u>4,427,307</u>
<u>OPERATING EXPENSES</u>		
Salaries and wages	2,065,270	1,348,684
Employee benefits	1,010,021	586,332
Materials, supplies, and services	2,006,916	1,521,472
Depreciation and amortization expense	749,788	383,844
<b>Total operating expenses</b>	<u>5,831,995</u>	<u>3,840,332</u>
<b>Operating income</b>	<u>1,545,000</u>	<u>586,975</u>
<u>NONOPERATING REVENUES</u>		
Interest income	7,817	116,576
Gain on sale of assets	317,641	91,681
Gain from investment in joint venture	22,537	-
Transfers in	-	(8,539)
Interest expense	-	(1,993)
<b>Total nonoperating revenues</b>	<u>347,995</u>	<u>197,725</u>
<b>Change in net position</b>	1,892,995	784,700
<b>Total net position - beginning (as restated)</b>	<u>3,780,576</u>	<u>3,498,326</u>
<b>Total net position - ending</b>	<u>\$ 5,673,571</u>	<u>\$ 4,283,026</u>

Wasatch County, Utah  
Statement of Cash Flows  
Proprietary Funds  
For the Year Ended December 31, 2024

	<b>Business-type Activities - Enterprise Fund Solid Waste District</b>	<b>Governmental Activities - Internal Service</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Receipts from customers and users	\$ 7,375,744	\$ 4,421,112
Payments to suppliers	(1,931,674)	(1,500,369)
Payments to employees	(3,032,019)	(1,850,519)
Net cash from operating activities	<u>2,412,051</u>	<u>1,070,224</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
Due from/(to) other funds	(1,032,826)	(78,322)
Net cash from noncapital financing activities	<u>(1,032,826)</u>	<u>(78,322)</u>
<b>CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES</b>		
Proceeds from disposal of assets	2,119,264	91,887
Purchases and construction of capital assets	(2,706,778)	(1,190,404)
Net cash from capital and related financing activities	<u>(587,514)</u>	<u>(1,098,517)</u>
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>		
Interest income	7,817	116,576
Net cash from investing activities	<u>7,817</u>	<u>116,576</u>
Net increase in cash and cash equivalents	<u>799,528</u>	<u>9,961</u>
Cash and cash equivalents - beginning of year	-	2,241,891
Cash and cash equivalents - end of year	<u>\$ 799,528</u>	<u>\$ 2,251,852</u>
<b>Reconciliation of operating income to net cash used in operating activities:</b>		
Operating income	\$ 1,545,000	\$ 586,975
<b>Adjustments to reconcile operating income to net cash from operating activities:</b>		
Depreciation expense	749,788	383,844
Change in receivables	4,288	(6,195)
Change in accounts payable and accrued liabilities	34,271	50,087
Change in unearned revenue	(5,539)	-
Change in compensated absences	49,614	55,513
Change in pensions	34,629	-
Total adjustments	<u>867,051</u>	<u>483,249</u>
Net cash provided from operating activities	<u>\$ 2,412,051</u>	<u>\$ 1,070,224</u>

Wasatch County, Utah  
Statement of Fiduciary Assets and Liabilities  
Fiduciary Funds Types  
December 31, 2024

	Treasurer's Tax Account	Clerk's Trust	Payroll Fund	Justice Court Trust	Total Fiduciary Funds
<b><u>Assets</u></b>					
Cash and cash equivalents	\$ 39,455,551	\$ 23,733,339	\$ 1,508,105	\$ 123,536	\$ 64,820,531
Accounts receivable, net	16,305,873	-	-	-	16,305,873
 Total assets	 <u>\$ 55,761,424</u>	 <u>\$ 23,733,339</u>	 <u>\$ 1,508,105</u>	 <u>\$ 123,536</u>	 <u>\$ 81,126,404</u>
<b><u>Liabilities</u></b>					
Due to taxing units	\$ 55,761,424	\$ -	\$ -	\$ -	\$ 55,761,424
Clerk's trust payable	-	23,733,339	-	-	23,733,339
Payroll payable	-	-	1,508,105	-	1,508,105
Court trust payable	-	-	-	123,536	123,536
 Total liabilities	 <u>\$ 55,761,424</u>	 <u>\$ 23,733,339</u>	 <u>\$ 1,508,105</u>	 <u>\$ 123,536</u>	 <u>\$ 81,126,404</u>

# NOTES TO FINANCIAL STATEMENTS

Wasatch County, Utah  
Notes to the Financial Statements  
For the Year December 31, 2024

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*Reporting Entity*

For financial reporting purposes, Wasatch County has included all funds. The County has also considered all potential component units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the County are such that exclusion would cause the County's financial statements to be misleading or incomplete. The GASB has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the County to impose its will on that organization or (2) the potential for the organization to provide specific financial benefits to or impose specific financial burdens on the County.

As required by generally accepted accounting principles in the United States of America (U.S. GAAP), these basic financial statements present Wasatch County (the primary government) and its component units. The component units are included in the County's reporting entity because of the significance of their operational or financial relationships with the County. Complete financial statements of the discrete component units, which issued separate financial statements as noted below, can be obtained from their respective administrative offices.

*Blended Component Units*

These component units are entities which were created by the County and are legally separate from the County but are so intertwined with the County that they are, in substance, the same as the County. Their financial results are blended with the County's in the appropriate fund type category. Because of the County's operational influence, the following special service districts have been blended into the County's financial statements: Solid Waste District, Wasatch County Parks and Recreation District, and Municipal Building Authority of Wasatch County.

*Discrete Component Units*

Heber Valley Special Service District (Enterprise Fund) - The Sewer District provides sewage collection and treatment services for Heber City and Midway. The Sewer District's Administrative Control Board is composed of seven representatives from the County, Heber City, and Midway. Although the Sewer District is legally independent and the County has delegated financial management duties to the Administrative Board, the County retains oversight responsibilities. The District's financial statements were audited separately by independent auditors for the period ended December 31, 2024 and their report dated June 27, 2025 has been issued under a separate cover.

Timberlakes Water Special Service District (Enterprise Fund) - The Water District provides culinary water to the Timberlakes subdivision. The Water District's Administrative Board is composed of seven representatives from the District. Although the Water District is legally independent and the County has delegated financial management duties to the Administrative Board, the County retains oversight responsibilities. The District's financial statements were audited separately by independent auditors for the period ended December 31, 2024 and their report dated June 30, 2025 has been issued under a separate cover.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Jordanelle Special Service District (Enterprise Fund) – The District provides water and sewer services to residents within the District’s boundaries. The District’s Administrative Board consists of five appointed members that have financial management oversight and are responsible for policy decisions. Although the County Council has delegated responsibilities to the Administrative Board, they still retain oversight responsibilities. The District’s financial statements were audited separately by independent auditors for the year ended December 31, 2024 and their report dated June 16, 2025, has been issued under a separate cover.

Wasatch County Special Service Area #1 (Enterprise Fund) – The District was created by the County to manage the water distribution for the County. The Service area is the representative for the County in the Central Utah Water Completion Act. Due to this relationship, the District has been determined to be a component unit of the County, presented discretely, under the guidelines established by GASB Statement No. 61. The District’s financial statements were audited separately by independent auditors for the year ended December 31, 2024 and their report dated June 20, 2025, has been issued under a separate cover.

Twin Creeks Special Service District (Enterprise Fund) – The District provides water and sewer services to the residents within the District’s boundaries. The governing board of the District is substantially the same as the County. Due to this relationship, the District has been determined to be a component unit of the County, presented discretely, under the guidelines established by GASB Statement No. 60. The District’s financial statements were audited separately by independent auditors for the year ended December 31, 2024 and their report dated June 9, 2025, has been issued under a separate cover.

North Village Special Service District (Enterprise Fund) – The District provides water and sewer services to the residents within the District’s boundaries. The governing board of the District is substantially the same as the County. Due to this relationship, the District has been determined to be a component unit of the County, presented discretely, under the guidelines established by GASB Statement No. 60. The District’s financial statements were audited separately by independent auditors for the year ended December 31, 2024 and their report dated June 9, 2025, has been issued under a separate cover.

Strawberry Lakeview Special Service District (Enterprise Fund) - The District provides water services to the residents within the District’s boundaries. Due to the size of the District, the District’s financial statements were not audited. Following the requirements of the Utah State Auditor the District submitted a financial survey to the Utah State Auditor’s Office. The financial statement balances are immaterial to the combined discrete component unit presentation.

Strawberry Ranch Special Service District (Enterprise Fund) - The District provides water services to the residents within the District’s boundaries. Due to the size of the District, the District’s financial statements were not audited. Following the requirements of the Utah State Auditor the District submitted a financial survey to the Utah State Auditor’s Office. The financial statement balances are immaterial to the combined discrete component unit presentation.

Owl’s Nest Special Service District (Enterprise Fund) - The District provides water services to the residents within the District’s boundaries. Due to the size of the District, the District’s financial statements were not audited. Following the requirements of the Utah State Auditor the District submitted a financial survey to the Utah State Auditor’s Office. The financial statement balances are immaterial to the combined discrete component unit presentation.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Wasatch County Special Service District #9 (Governmental Fund) – The District provides equipment and road maintenance and repair work in addition to new construction on the County’s road system. The District’s Administrative Board is composed of three representatives who are independent of the County’s Council. The District’s financial statements were audited separately by independent auditors for the year ended December 31, 2024 and their report anticipation date of July 31, 2025 will be issued under a separate cover.

Wasatch County Fire Protection Special Service District (Governmental Fund) – The District provides fire protection to the County and surrounding areas. The District’s Administrative Board consists of five appointed members that have financial management oversight and are responsible for policy decisions. Although the County Council has delegated responsibilities to the Administrative Board, they still retain oversight responsibilities. The District’s financial statements were audited separately by independent auditors for the year ended December 31, 2024 and their report dated June 9, 2025, has been issued under a separate cover.

Heber Valley Tourism and Economic Development (Governmental Fund) – Heber Valley Tourism and Economic Development (HVTED) promotes tourism and economic development in the greater Heber Valley area. HVTED’s Administrative Board consists of seven representatives, five of which are independent of the County’s Council. HVTED is primarily funded through transient room tax dollars collected by the Utah State Tax Commission and distributed to Wasatch County. HVTED’s financial statements were audited separately by independent auditors for the year ended December 31, 2024 and their report anticipation date of July 15, 2025, will be issued under a separate cover.

Financial statement amounts for these discrete component units are included in the County’s financial statements. Complete separate financial statements for each entity may be obtained from their respective administrative offices, from the County Clerk/Auditor's office, 25 North Main, Heber City, Utah 84032, or on the Utah State Auditor’s website.

*Description of government-wide and fund financial statements*

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all the non-fiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

*Basis of presentation - government-wide financial statements*

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds, while business-type activities incorporate data from the government’s enterprise funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Certain eliminations have been made as prescribed by GASB Statement No. 34 in regard to interfund activities, payables, and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column.

*Basis of presentation - fund financial statements*

The fund financial statements provide information about the government's funds, including its fiduciary funds and blended component units. Separate statements for each fund category—governmental, proprietary, and fiduciary—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

The County reports the following major governmental funds:

- The *general fund* is the County's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- The *capital projects fund* is used to account for financial resources to be used in the acquisition or construction of major capital facilities of the County.

The County reports the following major proprietary fund:

- The *Solid Waste Service District* accounts for the operations of the County's solid waste system.

Additionally, the government reports the following fund types:

- *Fiduciary funds* include the Treasurer's Tax Collection Agency Fund, Clerk's Trust Fund, Payroll Fund, and the Justice Court Trust Fund that are used to account for assets held by the County in a trustee capacity or as an agent for individuals, private organizations, other governments, and/or other funds. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurements of results of operations.
- *Internal Service funds* include the computer replacement, auto fleet maintenance, auto fleet replacement, information system services, and communication equipment funds. These funds are used to report activities that result in the accumulation and allocation of costs related to supplies and services provided and used internally among the County's various functions.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

During the course of operations, the County has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

*Measurement focus and basis of accounting*

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of yearend). Expenditure driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of yearend). All other revenue items are considered to be measurable and available only when cash is received by the government.

The proprietary fund is reported using the economic resources measurement focus and the accrual basis of accounting. The agency fund has no measurement focus but utilizes the accrual basis of accounting for reporting its assets and liabilities.

*Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance*

1. Cash and cash equivalents and investments

The County's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State of Utah statutes authorize the County to invest in obligations of the U.S. Treasury, commercial paper, corporate bonds, repurchase agreements, and the State Treasurer's Investment Pool.

Investments for the County, as well as for its component units, are reported at fair value. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Certain resources of the County's governmental funds are set aside for the following: Class B roads, transient room tax, restaurant tax, liquor law tax, tourism tax, emergency 911 fees, and impact fees as required by applicable federal and state regulations.

2. Receivables and payables

All trade, property, sales, and franchise tax receivables are shown net of an allowance for uncollectible accounts. Trade accounts receivable in excess of 180 days comprise the trade accounts receivable allowance for uncollectible accounts.

Sales taxes are collected by the State Tax Commission and remitted to the County monthly.

Property taxes are collected by the County Treasurer and remitted to the County shortly after collection. Property taxes are levied based on property values as of January 1 of each year, with liens posted as of the same date. Taxes are due and payable on November 1 and delinquent after 12 o'clock noon on November 30 of each year.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

3. Capital assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable government or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

As the County constructs or acquires additional capital assets each period, including infrastructure assets, they are capitalized and reported at historical cost. The reported value excludes normal maintenance and repairs which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or increase its estimated useful life. Donated capital assets are recorded at estimated fair market value at the date of donation.

Land and construction in progress are not depreciated. The other property, plant, equipment, and infrastructure of the primary government are depreciated using the straight-line method over the following estimated useful lives:

<u>Asset type</u>	<u>Years</u>
Buildings	37-40
Improvements other than buildings	20-40
Machinery and equipment	2-5

4. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

5. Long-term obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

In the governmental fund financial statements, the face amount of debt issued is reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Pensions: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) including additions to and deductions from URS's fiduciary net position, have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

6. Net position flow assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

7. Fund balance flow assumption

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

***Government-wide financial statements***

Equity is classified in the government-wide financial statements as net position and is displayed in three components:

*Net investment in capital assets* - Capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balance of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

*Restricted net position* - Net position with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or 2) law through constitutional provisions or enabling legislation.

*Unrestricted net position* - All other net position that do not meet the definition of "restricted" or "net investment in capital assets".

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***Fund financial statements***

In the fund financial statements governmental fund equity is classified as fund balance. Fund balance is further classified as Nonspendable, Restricted, Committed, Assigned, or Unassigned. Descriptions of each follow:

*Nonspendable fund balance* - Amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact.

*Restricted fund balance* - Amounts restricted by enabling legislation. Also reported if, (a) externally imposed by creditors, grantors, contributors, or laws regulations or other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

*Committed fund balance* - Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision making authority, the County Council. The commitment can only be removed through the same action.

*Assigned fund balance* - Amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed. This intent is expressed by either the County Council or delegated by the County Council to the Auditors' Office. It also includes all remaining amounts that are reported in governmental funds, other than the General Fund that are not classified as nonspendable, restricted nor committed or in the General Fund, that are intended to be used for specific purposes.

*Unassigned fund balance* - Residual classification of the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to a specific purpose within the General Fund.

***Revenues and expenditures/expenses***

1. Program revenues

Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources, are reported as general revenues rather than as program revenues.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

2. Property taxes

Property taxes attach as an enforceable lien on real property on January 1st of each year. Taxes are levied on property owners in July and are payable by November 30th. The County bills and collects property taxes for all taxing entities within the County through the Tax Collection Agency Fund. Collections are periodically distributed to the taxing entities, with final settlement due March 31st of the subsequent year. The County records a receivable and deferred revenue for delinquent taxes, but no allowance for doubtful accounts is made as uncollected taxes are deemed to be substantially collectible or recoverable through foreclosure.

3. Compensated absences

The County recognizes and measures compensated absences in accordance with GASB Statement No. 101. The government's policy permits employees to accumulate earned but unused vacation and sick benefits. The liability for such leave is reported as incurred in the government-wide and proprietary fund financial statements. The County pays all unused vacation days upon separation but does not compensate for any unused sick leave upon separation unless the employee has met certain retirement eligibility qualifications.

4. Proprietary funds operating and nonoperating revenues and expenses

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the garbage fund is charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

*Budgetary information*

Budgets are prepared and adopted, in accordance with State law, by the Wasatch County Council. Annual appropriated budgets are adopted for the general and special revenue funds. Budgets must be adopted on or before December 31st for the following fiscal year, beginning January 1. Budgets may be increased by resolution of the Wasatch County Council at any time during the year. A public hearing must be held regarding any proposed increase in a fund's appropriations. Budgets are adopted at departmental levels. Budget amendments are required only when excess expenditures occur at the departmental level for the General Fund and at the fund level for all other funds. Appropriations lapse at December 31.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

Utah State law states that expenditures being made in excess of those budgeted, is an illegally created debt in violation of the Utah Constitution. As such the total illegally created deficit should be budgeted to be made up in the following fiscal year. Deficits arising from emergencies are not illegal and may be retired over 5 years. For the year ended December 31, 2024, the Solid Waste District Information Systems funds had a deficit unrestricted fund balance.

Utah State law allows for any unassigned fund balance in excess of 5% of the total revenues of the General Fund to be utilized for budget purposes. The law also allows for the accumulation of a fund balance in the General Fund in an amount equal to 65% of the total estimated revenue of the General Fund. In the event that the fund balance, at the end of the fiscal year, is in excess of that allowed, the County has one year to determine an appropriate use and then the excess must be included as an available resource in the General Fund budget. For the year ending December 31, 2024, the County is not over 65% of the total estimated limit of revenue in the General Fund.

**NOTE 3 – DEPOSITS AND INVESTMENTS**

*Cash and investments*

The County follows the requirements of the Utah Money Management Act (Utah Code, Title 51, Chapter 7) in handling its depository and investment transactions. The Act requires the depositing of Entity funds in a qualified depository. The Act defines a qualified depository as any financial institution whose deposits are insured by an agency of the Federal Government and which has been certified by the State Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

The County maintains a cash and investment pool that is used by all funds. Each major fund’s portion of this pool, and the aggregate portion of the pool relating to nonmajor funds and internal service funds, is displayed on the balance sheet for governmental funds and the statement of net position for proprietary funds, respectively, as “cash and investments.” Total nonfiduciary cash and investments is also reflected on the government-wide statement of net position. As of December 31, 2024, cash and investments was comprised of the follow:

	Primary Government			Fiduciary Funds
	Governmental Activities	Business-type Activities	Total	
Cash and investments:				
Cash and investments	\$ 60,532,188	\$ 799,528	\$ 61,331,716	\$ -
Restricted cash and investments	33,711,501	-	33,711,501	64,820,531
Total cash and investments	\$ 94,243,689	\$ 799,528	\$ 95,043,217	\$ 64,820,531

**NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)**

*Deposits*

Custodial Credit Risk - Deposits - Custodial credit risk for deposits is the risk that in the event of a bank failure, the local government's deposits may not be recovered. The local government's policy for managing custodial credit risk is to adhere to the Money Management Act. As of December 31, 2024, \$2,028,619 of the local government's bank balances of \$2,278,619 were uninsured and uncollateralized.

*Investments*

The State of Utah Money Management Council has the responsibility to advise the State Treasurer about investment policies, promote measures and rules that will assist in strengthening the banking and credit structure of the state, and review the rules adopted under the authority of the State of Utah Money Management Act that relate to the deposit and investment of public funds.

The Money Management Act defines the types of securities authorized as appropriate investments for the County's funds and the conditions for making investment transactions. Investment transactions may be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities.

Statutes authorize the County to invest in negotiable or nonnegotiable deposits of qualified depositories and permitted negotiable depositories; repurchase and reverse repurchase agreements; commercial paper that is classified as "first tier" by two nationally recognized statistical rating organizations; bankers' acceptances; obligations of the United States Treasury including bills, notes, and bonds; obligations, other than mortgage derivative products, issued by U.S. government sponsored enterprises (U.S. Agencies) such as the Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae); bonds, notes, and other evidence of indebtedness of political subdivisions of the State; fixed rate corporate obligations and variable rate securities rated "A" or higher, or the equivalent of "A" or higher, by two nationally recognized statistical rating organizations; shares or certificates in a money market mutual fund as defined in the Money Management Act; and the Utah State Public Treasurers' Investment Fund.

The Utah State Treasurer's Office operates the Public Treasurers' Investment Fund (PTIF). The PTIF is available for investment of funds administered by any Utah public treasurer and is not registered with the SEC as an investment company. The PTIF is authorized and regulated by the Money Management Act (Utah Code, Title 51, Chapter 7). The Act established the Money Management Council which oversees the activities of the State Treasurer and the PTIF and details the types of authorized investments. Deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah, and participants share proportionally in any realized gains or losses on investments.

The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses of the PTIF, net of administration fees, are allocated based upon the participant's average daily balance. The fair value of the PTIF investment pool is approximately equal to the value of the pool shares.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)**

Fair Value of Investments - The County measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Quoted prices for identical investments in active markets
- Level 2: Observable inputs other than quoted market prices
- Level 3: Unobservable inputs

Investments by fair value level:	Fair Value Measurements Using		
	Level 1	Level 2	Level 3
Utah Public Treasurers' Investment Fund	\$ -	\$ 94,494,782	\$ -
Total investments measured at fair value	\$ -	\$ 94,494,782	\$ -

Debt and equity securities classified in Level 1 are valued using prices quoted in active markets for those securities. Debt and equity securities classified in Level 2 are valued using the following

- U.S. Treasuries, U.S. Agencies, and Commercial Paper: quoted prices for identical securities in markets that are not active;
- Corporate and Municipal Bonds: quoted prices for similar securities in active markets;
- Money Market, Bond, and Equity Mutual Funds: published fair value per share (unit) for each
- Utah Public Treasurers' Investment Fund: application of the December 31, 2024 fair value factor, as calculated by the Utah State Treasurer, to the Entity's average daily balance in the Fund.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The County's policy for managing its exposure to fair value loss arising from increasing interest rates is to comply with the State's Money Management Act. Section 51-7-11 of the Money Management Act requires that the remaining term to maturity of investments may not exceed the period of availability of the funds to be invested. The Act further limits the remaining term to maturity on all investments in commercial paper, bankers' acceptances, fixed rate negotiable deposits, and fixed rate corporate obligations to 270 days - 15 months or less. The Act further limits the remaining term to maturity on all investments in obligations of the United States Treasury; obligations issued by U.S. government sponsored enterprises; and bonds, notes, and other evidence of indebtedness of political subdivisions of the State to 5 years. In addition, variable rate negotiable deposits and variable rate securities may not have a remaining term to final maturity exceeding 3 years.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)**

As of December 31, 2024, the County’s investments had the following maturities:

	Investment Maturities (in years)		
	Less than 1	1-5	6 or more
Investments by fair value level:			
Utah Public Treasurers' Investment Fund	\$ 94,494,782	\$ -	\$ -
Total investments measured at fair value	\$ 94,494,782	\$ -	\$ -

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The County’s policy for reducing its exposure to credit risk is to comply with the State’s Money Management Act, as previously discussed.

	Quality Ratings		
	A - rated	B - rated	Unrated
Investments by fair value level:			
Utah Public Treasurers' Investment Fund	\$ -	\$ -	\$ 94,494,782
Total investments measured at fair value	\$ -	\$ -	\$ 94,494,782

*Concentration of credit risk* is the risk of loss attributed to the magnitude of a government’s investment in a single issuer. The County’s policy for reducing this risk of loss is to comply with the Rules of the Money Management Council. Rule 17 of the Money Management Council limits investments in a single issuer of commercial paper and corporate obligations to 5-10% depending upon the total dollar amount held in the portfolio.

*Custodial Credit Risk - Investments* - For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments that are in the possession of an outside party. The local government is authorized to invest in the Utah Public Treasurer's Investment Fund (PTIF), an external pooled investment fund managed by the Utah State Treasurer and subject to the Act and Council requirements. The PTIF is not registered with the SEC as an investment company, and deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah. The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses, net of administration fees, of the PTIF are allocated based upon the participants' average daily balances.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 4 – RECEIVABLES**

Receivables as of December 31, 2024 for the County's governmental and enterprise funds are as follows:

	<u>Governmental Activities</u>		<u>Business-type</u>	<u>Total</u>
	<u>General</u>	<u>Convention</u>	<u>Solid Waste</u>	
		<u>Bureau</u>	<u>District</u>	
Receivables:				
Heber Valley Railroad	\$ -	\$ 2,189,176	\$ -	\$ 2,189,176
Accounts	<u>1,792,481</u>	<u>612,482</u>	<u>314,089</u>	<u>2,719,052</u>
	1,792,481	2,801,658	314,089	4,908,228
Less: allowance for uncollectibles	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Accounts, net of allowance	<u><u>\$ 1,792,481</u></u>	<u><u>\$ 2,801,658</u></u>	<u><u>\$ 314,089</u></u>	<u><u>\$ 4,908,228</u></u>

Governmental funds report deferred revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, there was no deferred revenue and unearned revenue reported in the governmental funds.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 5 – CAPITAL ASSETS**

Capital asset activity for the year ended December 31, 2024 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
<u>Governmental activities</u>				
Capital assets, not depreciated:				
Land, easements, and water rights	\$ 24,324,614	\$ -	\$ -	\$ 24,324,614
Infrastructure - roads	23,661,354	-	-	23,661,354
Total capital assets, not depreciated	47,985,968	-	-	47,985,968
Capital assets, depreciated:				
Buildings and improvements	51,912,690	4,279,409	(246,763)	55,945,336
Machinery and equipment	13,907,195	1,951,769	(2,709,732)	13,149,232
Infrastructure	4,366,891	1,138,522	-	5,505,413
Right to use asset	290,384	9,046	-	299,430
SBITA	372,590	496,467	-	869,057
Total capital assets, depreciated	70,849,750	7,875,213	(2,956,495)	75,768,468
Accumulated depreciation:				
Buildings and improvements	(24,094,870)	(1,162,584)	246,763	(25,010,691)
Machinery and equipment	(9,930,658)	(921,709)	2,708,044	(8,144,323)
Infrastructure	(2,242,656)	(100,431)	-	(2,343,087)
Right to use asset	(143,502)	(51,965)	-	(195,467)
SBITA	(181,523)	(167,473)	-	(348,996)
Total accumulated depreciation	(36,593,209)	(2,404,162)	2,954,807	(36,042,564)
Total capital assets, depreciated (net)	34,256,541	5,471,051	(1,688)	39,725,904
Net governmental capital assets	\$ 82,242,509	\$ 5,471,051	\$ (1,688)	\$ 87,711,872

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 5 – CAPITAL ASSETS (CONTINUED)**

	Beginning Balance	Increases	Decreases	Ending Balance
<u>Business-type activities</u>				
Capital assets, not depreciated:				
Land, easements, and water rights	\$ 236,250	\$ -	\$ -	\$ 236,250
Total capital assets, not depreciated	<u>236,250</u>	<u>-</u>	<u>-</u>	<u>236,250</u>
Capital assets, depreciated:				
Buildings and improvements	1,229,730	10,000	-	1,239,730
Machinery and equipment	7,526,853	2,696,778	(2,801,492)	7,422,139
Infrastructure	51,000	-	-	51,000
Total capital assets, depreciated	<u>8,807,583</u>	<u>2,706,778</u>	<u>(2,801,492)</u>	<u>8,712,869</u>
Accumulated depreciation:				
Buildings and improvements	(848,610)	(13,395)	-	(862,005)
Machinery and equipment	(3,754,073)	(735,118)	999,869	(3,489,322)
Infrastructure	(9,155)	(1,275)	-	(10,430)
Total accumulated depreciation	<u>(4,611,838)</u>	<u>(749,788)</u>	<u>999,869</u>	<u>(4,361,757)</u>
Total capital assets, depreciated (net)	<u>4,195,745</u>	<u>1,956,990</u>	<u>(1,801,623)</u>	<u>4,351,112</u>
Net governmental capital assets	<u>\$ 4,431,995</u>	<u>\$ 1,956,990</u>	<u>\$ (1,801,623)</u>	<u>\$ 4,587,362</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	\$ 1,224,342
Public safety	143,064
Public health and welfare	316,892
Public works	636,194
Parks, recreation, and culture	83,670
Total depreciation expense - governmental activities	<u>\$ 2,404,162</u>
Business-type activities:	
Solid Waste District	\$ 749,788
Total depreciation expense - business-type activities	<u>\$ 749,788</u>

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 6 – LEASE COMMITMENTS AND SUBSCRIPTION PAYABLES**

Finance Leases

The County has entered into non-cancelable leases for equipment. Leases that are purchases in substance, are reported as finance lease obligations. In the government-wide and proprietary fund statements, assets and liabilities resulting from capital leases are recorded at the inception of the lease at either the lower of fair value or the present value of the future minimum lease payments. The principal portion of lease payments reduces the liability, and the interest portion is expensed. In governmental fund statements, both the principal and interest portions of finance lease payments are recorded as expenditures of the applicable governmental function. These finance lease obligations are shown in the government-wide statements in the amount of \$321,272.

The future principal and interest lease payments as of December 31, 2024, were as follows:

For the year ended December 31,	Principal	Interest	Total
2025	\$ 88,267	\$ 18,955	\$ 107,222
2026	90,418	13,435	103,853
2027	95,497	7,683	103,180
2028	47,090	1,902	48,992
	\$ 321,272	\$ 41,975	\$ 363,247

Leases payable

The County has entered into non-cancelable leases for equipment. The lease agreements qualify as other than short-term leases under GASB 87 and, therefore, have been recorded at the present value of the future minimum lease payments as of the date of their inception. The principal portion of lease payments reduces the liability, and the interest portion is expensed. In governmental fund statements, both the principal and interest portions of the lease payments are recorded as expenditures of the applicable governmental function. These GASB 87 lease obligations are shown in the government-wide statements in the amount of \$104,583.

The future minimum lease obligations and the present value of these minimum lease payments as of December 31, 2024, were as follows:

For the year ended December 31,	Principal	Interest	Total
2025	\$ 36,891	\$ 5,276	\$ 42,167
2026	31,282	3,336	34,618
2027	24,773	1,580	26,353
2028	11,637	334	11,971
	\$ 104,583	\$ 10,526	\$ 115,109

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 6 – LEASE COMMITMENTS AND SUBSCRIPTION PAYABLES (CONTINUED)**

GASB 96 Subscription Assets

For the year ended December 31, 2023, the financial statements include the adoption of GASB Statement 96, *Subscription-Based Information Technology Arrangements*. The primary objective of this statement is to enhance the relevance and consistency of information about governments' subscription activities. This statement establishes a single model for subscription accounting based on the principle that subscriptions are financing of the right to use an underlying asset. Under this statement, an organization is required to recognize subscription liability and an intangible right-to-use subscription asset.

The future minimum subscription obligations and the present value of these minimum subscription payments as of December 31, 2024, were as follows:

<u>For the year ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 114,575	\$ 19,949	\$ 134,524
2026	66,559	12,983	79,542
2027	70,632	8,910	79,542
2028	74,995	4,587	79,582
	<u>\$ 326,761</u>	<u>\$ 46,429</u>	<u>\$ 373,190</u>

**NOTE 7 – LONG-TERM DEBT**

General Obligation Bonds

The government issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds are direct obligations and pledge the full faith and credit of the government.

In April of 2020, the County issued \$4,390,000 of general obligation bonds, series 2020. The general obligation bonds are due in annual principal installments ranging from \$145,000-\$315,000 beginning in 2022 and going through April 2041. The bonds accrue interest at a rate of 4.0%. Interest is payable semi-annually on April 1st and October 1st of each year.

Revenue Bonds

In November of 2021, the Municipal Building Authority issued \$4,700,000 of lease revenue refunding bonds for the refunding of the 2013 series. The bonds are due in annual principal installments ranging from \$440,000 to \$605,000 beginning in December of 2022 through December of 2030. The bonds accrue interest at 4% and is payable semi-annually in June and December of each year.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 7 – LONG-TERM DEBT (CONTINUED)**

Revenue Bonds (Continued)

In March of 2024, the Municipal Building Authority issued \$23,431,000 of lease revenue bonds for expansion of the Wasatch County Courts complex. The county entered into an MOU with the State of Utah to make future lease payments approximating 50% of the cost of construction. The bonds are due in annual principal installments ranging from \$816,000 - \$1,700,000 beginning December of 2025 through December 2044. The bonds accrue interest at an average rate of 4.49% payable semi-annually. In June and December of each year.

Notes Payable

In July of 2010, the County bought 10.3 acres of land from the Don L. Hicken Family Trust with a note payable of \$324,000. The note requires semi-annual payments of \$15,046 at 5% until January of 2025.

In September 2021, the County bought land, buildings, and improvements from Diamond K Waste, Inc. with cash and a note payable of \$2,750,000. The note requires annual payments of \$591,929 at 2.5% until January of 2026.

Outstanding Principal and Interest Obligations

The annual debt service requirements to maturity, including principal and interest, for long-term debt as of December 31, 2024 are as follows:

<u>For the year ended December 31,</u>	<u>G.O. Bonds</u>		<u>Revenue Bonds</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2025	\$ 165,000	\$ 154,100	\$ 1,316,000	\$ 1,109,904
2026	170,000	147,400	1,361,000	1,065,424
2027	180,000	140,400	1,407,000	1,018,553
2028	185,000	133,100	1,455,000	969,209
2029	195,000	125,500	1,509,000	917,274
2030 - 2034	1,090,000	502,400	5,739,000	3,858,770
2035 - 2039	1,335,000	261,100	6,219,000	2,749,918
2040 - 2044	615,000	24,900	7,735,000	1,233,191
	<u>\$ 3,935,000</u>	<u>\$ 1,488,900</u>	<u>\$ 26,741,000</u>	<u>\$ 12,922,243</u>

<u>For the year ended December 31,</u>	<u>Notes Payable</u>		<u>Total</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2025	\$ 592,175	\$ 28,522	\$ 2,073,175	\$ 1,292,526
2026	563,406	14,437	2,094,406	1,227,261
2027	-	-	1,587,000	1,158,953
2028	-	-	1,640,000	1,102,309
2029	-	-	1,704,000	1,042,774
2029 - 2033	-	-	6,829,000	4,361,170
2034 - 2038	-	-	7,554,000	3,011,018
2039 - 2041	-	-	8,350,000	1,258,091
	<u>\$ 1,155,581</u>	<u>\$ 42,959</u>	<u>\$ 31,831,581</u>	<u>\$ 14,454,102</u>

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 7 – LONG-TERM DEBT (CONTINUED)**

Changes in long-term liabilities

Long-term liability activity for the year ended December 31, 2024 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due in One Year
<i>Governmental activities</i>					
Bonds payable:					
General Obligation Bonds	\$ 4,095,000	\$ -	\$ (160,000)	\$ 3,935,000	\$ 165,000
General Obligation Bonds premium	661,874	-	(38,370)	623,504	-
Lease Revenue Bonds	3,795,000	23,431,000	(485,000)	26,741,000	1,316,000
Lease Revenue Bonds premium	507,006	-	(73,302)	433,704	-
Total bonds payable	<u>9,058,880</u>	<u>23,431,000</u>	<u>(756,672)</u>	<u>31,733,208</u>	<u>1,481,000</u>
Notes payable	1,759,240	-	(603,659)	1,155,581	578,089
Leases payable	429,644	141,284	(145,073)	425,855	125,158
Subscriptions payable	137,268	354,408	(164,955)	326,721	114,575
Net pension liability	3,886,174	1,311,820	-	5,197,994	-
Compensated absences	4,098,945	432,518	-	4,531,463	2,265,731
Governmental activities, long-term liabilities	<u>\$ 19,370,151</u>	<u>\$ 25,671,030</u>	<u>\$ (1,670,359)</u>	<u>\$ 43,370,822</u>	<u>\$ 4,564,553</u>
<i>Business-type activities</i>					
Net pension liability	\$ 343,639	\$ -	\$ (94,214)	\$ 249,425	\$ -
Compensated absences	344,155	49,614	-	393,769	196,885
Business-type activities, long-term liabilities	<u>\$ 687,794</u>	<u>\$ 49,614</u>	<u>\$ (94,214)</u>	<u>\$ 643,194</u>	<u>\$ 196,885</u>

**NOTE 8 - PENSION PLANS**

***General Information about the Pension Plan***

*Plan description*

Eligible plan participants are provided with pensions through the Utah Retirement Systems. Utah Retirement Systems are comprised of the following Pension Trust Funds:

- Public Employees Noncontributory Retirement System (Noncontributory System);
- The Public Safety Retirement System (Public Safety System) is a mixed agent and cost-sharing, multiple-employer retirement system.
- Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System) is a multiple employer cost sharing public employee retirement system;
- Tier 2 Public Safety and Firefighter Contributory Retirement System (Tier 2 Public Safety and Firefighters System) is a multiple employer, cost sharing, public employee retirement system.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 8 - PENSION PLANS (CONTINUED)**

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Utah State Retirement Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms.

URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S., Salt Lake City, Utah 84102 or visiting the website: [www.urs.org/general/publications](http://www.urs.org/general/publications).

***Summary of Benefits by System***

*Benefits provided:* URS provides retirement, disability, and death benefits.

Retirement benefits are as follows:

System	Final Average Salary	Years of Service Required and/or Age Eligible for Benefit	Benefit Percent Per Year of Service	COLA**
Noncontributory System	Highest 3 years	30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65	2.0% per year all years	Up to 4%
Public Safety System	Highest 3 years	20 years any age 10 years age 60 4 years age 65	2.5% per year up to 20 years; 2.0% per year over 20 years	Up to 2.5% or 4% depending upon employer
Tier 2 Public Employees System	Highest 5 years	35 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.50%
Tier 2 Public Safety and Firefighters System	Highest 5 years	25 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year to June 30, 2020; 2.00% per year July 1, 2020 to present	Up to 2.50%

\*Actuarial reductions are applied.

\*\*All post-retirement cost-of-living adjustments are non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 8 - PENSION PLANS (CONTINUED)**

***Contribution Rate Summary***

As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the Utah State Retirement Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable), is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates as of December 31, 2024 are as follows:

	Employee	Employer	Employer 401(k) Plan
Contributory System			
111- Local Governmental Division Tier 2	0.70%	15.19%	0.00%
Noncontributory System			
15- Local Governmental Division Tier 1	N/A	16.97%	N/A
Public Safety System			
Contributory			
122- Tier 2 DB Hybrid Public Safety	4.73%	26.49%	N/A
Noncontributory System			
75- Other Div A with 4% COLA	N/A	35.21%	N/A
Tier 2 DC Only			
211- Local Government	N/A	5.19%	10.00%
222- Public Safety	N/A	12.49%	14.00%

\*\*\*Tier 2 rates include a statutory required contribution to finance the unfunded actuarial accrued liability of the Tier 1 plans.

For fiscal year ended December 31, 2024, the employer and employee contributions to the Systems were as follows:

System	Employer Contributions	Employee Contributions
Noncontributory System	\$ 1,401,136	\$ -
Public Safety System	967,439	-
Tier 2 Public Employees System	1,230,017	28,556
Tier 2 Public Safety and Firefighter	637,819	87,020
Tier 2 DC Only System	121,004	-
Tier 2 DC Public Safety and Firefighter System	100,065	-
 Total Contributions	 <u>\$ 4,457,480</u>	 <u>\$ 115,576</u>

Contributions reported are the URS Board approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 Systems.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 8 - PENSION PLANS (CONTINUED)**

***Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Relating to Pensions***

At December 31, 2024, the County reported a net pension asset of \$0 and a net pension liability of \$5,447,420.

	Measurement Date: December 31, 2023				
	Net Pension Asset	Net Pension Liability	Proportionate Share	Proportionate Share December 31, 2022	Change (Decrease)
Noncontributory System	\$ -	\$ 1,952,642	0.8418140%	0.7675762%	0.0742378%
Public Safety System	-	2,797,423	1.9560155%	2.0114163%	-0.0554008%
Tier 2 Public Employees System	-	495,995	0.2548294%	0.2456630%	0.0091664%
Tier 2 Public Safety and Firefighter	-	201,360	0.5345468%	0.5602117%	-0.0256649%
Total Net Pension Asset / Liability	\$ -	\$ 5,447,420			

The net pension asset and liability were measured as of December 31, 2023, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2023 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the System during the plan year.

For the year ended December 31, 2024, the County recognized pension expense of \$3,339,942.

At December 31, 2024 we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 2,121,262	\$ 21,868
Changes in assumptions	1,262,377	4,524
Net difference between projected and actual earnings on pension plan investments	1,112,485	-
Changes in proportion and differences between contributions and proportionate share of contributions	87,143	53,842
Contributions subsequent to the measurement date	4,457,480	-
Total	\$ 9,040,747	\$ 80,234

\$4,457,480 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 8 - PENSION PLANS (CONTINUED)**

These contributions will be recognized as reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (Inflows) of Resources
2024	\$ 1,351,689
2025	961,107
2026	2,129,893
2027	(390,781)
2028	69,378
Thereafter	381,746

***Noncontributory System Pension Expense, and Deferred Outflows and Inflows of Resources***

For the year ended December 31, 2024, the County recognized pension expense of \$1,321,946.

At December 31, 2024, the County reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,367,263	\$ -
Changes in assumptions	585,947	-
Net difference between projected and actual earnings on pension plan investments	634,982	-
Changes in proportion and differences between contributions and proportionate share of contributions	5,034	18,320
Contributions subsequent to the measurement date	1,401,136	-
Total	\$ 3,994,362	\$ 18,320

\$1,401,136 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 8 - PENSION PLANS (CONTINUED)**

These contributions will be recognized as reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (Inflows) of Resources
2024	\$ 848,122
2025	799,667
2026	1,193,810
2027	(266,695)

***Public Safety System Pension Expense, and Deferred Outflows and Inflows of Resources***

For the year ended December 31, 2024, the County recognized pension expense of \$1,113,219.

At December 31, 2024, the County reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 487,460	\$ -
Changes in assumptions	245,813	-
Net difference between projected and actual earnings on pension plan investments	400,423	-
Changes in proportion and differences between contributions and proportionate share of contributions	1,339	19,493
Contributions subsequent to the measurement date	967,439	-
Total	<u>\$ 2,102,474</u>	<u>\$ 19,493</u>

\$967,439 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

These contributions will be recognized as reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (Inflows) of Resources
2024	\$ 437,467
2025	70,195
2026	782,072
2027	(174,192)

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 8 - PENSION PLANS (CONTINUED)**

***Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources***

For the year ended December 31, 2024, the County recognized pension expense of \$647,833.

At December 31, 2024, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 158,864	\$ 8,123
Changes in assumptions	283,905	392
Net difference between projected and actual earnings on pension plan investments	56,009	-
Changes in proportion and differences between contributions and proportionate share of contributions	63,752	11,125
Contributions subsequent to the measurement date	1,351,021	-
Total	\$ 1,913,551	\$ 19,640

\$1,351,021 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

These contributions will be recognized as reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (Inflows) of Resources
2024	\$ 46,825
2025	66,580
2026	114,249
2027	37,145
2028	50,480
Thereafter	227,611

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 8 - PENSION PLANS (CONTINUED)**

***Tier 2 Public Safety and Firefighter Pension Expense, and Deferred Outflows and Inflows of Resources***

For the year ended December 31, 2024, the County recognized pension expense of \$256,944.

At December 31, 2024, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 107,675	\$ 13,746
Changes in assumptions	146,712	4,132
Net difference between projected and actual earnings on pension plan investments	21,071	-
Changes in proportion and differences between contributions and proportionate share of contributions	17,019	4,904
Contributions subsequent to the measurement date	737,883	-
Total	\$ 1,030,360	\$ 22,782

\$737,883 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

These contributions will be recognized as reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (Inflows) of Resources
2024	\$ 19,276
2025	24,665
2026	39,762
2027	12,960
2028	18,898
Thereafter	154,135

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 8 - PENSION PLANS (CONTINUED)**

*Actuarial Assumptions*

The total pension liability in the December 31, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50 percent
Salary increases	3.5 - 9.5 percent, average, including inflation
Investment rate of return	6.85 percent, net of pension plan investment expense, including inflation

Mortality rates were developed from actual experience study dated January 1, 2023. The retired mortality tables developed using URS retiree experience and are based upon gender, occupation and age, as appropriate with projected improvement using 80% of the ultimate rates from the MP-2019 improvement assumption using a base year of 2020. The mortality assumption for active members is the PUB-2010 Employees Mortality Table for public employees, teachers, and public safety members, respectively.

The actuarial assumptions used in the January 1, 2023, valuation was based on an experience study of the demographic assumptions as of January 1, 2022.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class and is applied consistently to each defined benefit pension plan. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Expected Return Arithmetic Basis		
	Target Asset Allocation	Real Return Arithmetic Basis	Long-Term Expected Portfolio Real Rate of Return
Equity securities	35.00%	6.87%	2.40%
Debt securities	20.00%	1.54%	0.31%
Real assets	18.00%	5.43%	0.98%
Private equity	12.00%	9.80%	1.18%
Absolute return	15.00%	3.86%	0.58%
Cash and cash equivalents	0.00%	0.24%	0.00%
Totals	100.00%		5.45%
	Inflation		2.50%
	Expected arithmetic nominal return		7.95%

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 8 - PENSION PLANS (CONTINUED)**

The 6.85% assumed investment rate of return is comprised of an inflation rate of 2.50%, and a real return of 4.35% that is net of investment expense.

*Discount rate:* The discount rate used to measure the total pension liability was 6.85 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate.

*Sensitivity of the proportionate share of the net pension asset and liability to changes in the discount rate:* The following presents the proportionate share of the net pension liability calculated using the discount rate of 6.85 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.85 percent) or 1-percentage-point higher (7.85 percent) than the current rate:

System	1% Decrease or 5.85%	Discount Rate or 6.85%	1% Increase or 7.85%
Noncontributory System	\$ 10,134,109	\$ 1,952,642	\$ (4,898,782)
Public Safety System	8,777,548	2,797,423	(2,076,008)
Tier 2 Public Employees System	1,704,168	495,995	(440,943)
Tier 2 Public Safety and Firefighter	648,787	201,360	(156,590)
Total	<u>\$ 21,264,612</u>	<u>\$ 5,447,420</u>	<u>\$ (7,572,323)</u>

\*\*\*Pension plan fiduciary net position: Detailed information about the pension plans fiduciary net position is available in the separately issued URS financial report.

**Defined Contribution Savings Plan**

The Defined Contribution Savings Plans are administered by the Utah Retirement Systems Board and are generally supplemental plans to the basic retirement benefits of the Retirement Systems but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b) and 408 of the Internal Revenue Code. Detailed information regarding plan provisions is available in the separately issued URS financial report.

The County participates in the following Defined Contribution Savings Plans with Utah Retirement Systems:

- 401(k) Plan
- 457 (b) Plan
- Roth IRA Plan

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 8 - PENSION PLANS (CONTINUED)**

**Defined Contribution Savings Plan (Continued)**

Employee and employer contributions to the Utah Retirement Defined Contribution Savings Plans for fiscal year ended December 31, were as follows:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
401(k) Plan			
Employer Contributions	\$ 1,291,283	\$ 1,061,161	\$ 827,955
Employee Contributions	817,188	636,048	531,328
457 (b) Plan			
Employer Contributions	-	-	-
Employee Contributions	104,196	35,819	67,562
Roth IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	135,589	80,795	66,465

**NOTE 9 - BLUEBENCH LANDFILL**

The County purchased a one-half interest in Bluebench Landfill from Duchesne County on July 11, 1995, and entered into an interlocal agreement to jointly own, maintain, use and manage the landfill. On December 14, 1998, Wasatch and Duchesne Counties created the Duchesne/Wasatch County Special Service District and transferred all assets and of the landfill to the District. Both counties jointly govern the operations, maintenance, usage and management liabilities of the District. Each county's share of the net income or loss is allocated and reported based on each county's share of the fee revenue generated by the County. The County has recorded this equity interest in the Wasatch County Solid Waste Special Service District, which is an enterprise fund of the County. This equity interest represents the initial investment by the County adjusted by its share of the net income or loss since the investment.

Below is a condensed summary of the 2024 financial statements of the District:

	<b><u>June 30, 2024</u></b>
Assets and deferred outflows	\$ 4,895,688
Liabilities and deferred inflows	3,904,480
Total net position	<u>\$ 991,208</u>
	<b><u>For the Year Ended</u></b>
	<b><u>June 30, 2024</u></b>
Total operating revenue	\$ 1,926,729
Total operating expenses	(1,826,179)
Nonoperating revenue and expense	(54,063)
Change in net position	<u>\$ 46,487</u>

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

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**NOTE 10 – TRANSFERS**

The following is a summary of inter-fund transfers during 2024:

	<u>Transfers In</u>	<u>Transfers Out</u>
General fund	\$ 742,009	\$ 1,751,721
Capital Projects	3,057,050	3,626,955
Non-major	4,929,950	3,341,794
Communication equipment	<u>-</u>	<u>8,539</u>
Total	<u>\$ 8,729,009</u>	<u>\$ 8,729,009</u>

**NOTE 11 - OTHER INFORMATION**

*Risk management*

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The County also carries commercial workers' compensation insurance. There were no significant reductions in coverage from the prior year, and settlement claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

*Subsequent events*

Subsequent events have been evaluated through July 7, 2025, the date that the financial statements were available to be issued. There have been no subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet.

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 13 – CONDENSED FINANCIAL STATEMENTS – DISCRETELY PRESENTED COMPONENT UNITS**

Condensed statement of Discretely Presented Component Units Governmental Activities:

	<u>Governmental Activities</u>			<b>Total Governmental Activities</b>
	<b>Wasatch County Special Service District #9</b>	<b>Heber Valley Tourism and Economic Development</b>	<b>Wasatch County Fire Protection Special Service District</b>	
<b><u>ASSETS</u></b>				
Cash and investments	\$ 1,121,436	\$ 985,566	\$ 16,334,926	\$ 18,441,928
Restricted cash and investments	-	-	8,377,183	8,377,183
Receivables:				
Accounts, net of allowance	172,698	12,646	194,740	380,084
Due from other governments	-	-	4,392,266	4,392,266
Prepaid expenses	-	-	13,182	13,182
Other assets	-	-	74,635	74,635
Lease receivable	-	-	90,701	90,701
Net pension asset	-	-	752,397	752,397
Capital assets not being depreciated	-	-	16,267,540	16,267,540
Capital assets, net of accumulated depreciation	2,374,076	74,378	4,599,323	7,047,777
<b>Total assets</b>	<b>3,668,210</b>	<b>1,072,590</b>	<b>51,096,893</b>	<b>55,837,693</b>
Deferred outflows of resources:				
Deferred outflows related to pensions	-	-	1,410,928	1,410,928
<b>Total deferred outflows of resources</b>	<b>-</b>	<b>-</b>	<b>1,410,928</b>	<b>1,410,928</b>
<b><u>LIABILITIES</u></b>				
Current liabilities:				
Accounts payable and accrued liabilities	-	60,320	1,704,490	1,764,810
Accrued interest payable	-	-	90,974	90,974
Noncurrent liabilities:				
Due within one year: Bonds, notes, leases, and compensated absences	-	-	1,058,812	1,058,812
Due in more than one year:				
Net pension liability	-	-	167,458	167,458
Bonds, notes, leases, and compensated absences	-	-	14,895,814	14,895,814
<b>Total liabilities</b>	<b>-</b>	<b>60,320</b>	<b>17,917,548</b>	<b>17,977,868</b>
Deferred inflows of resources:				
Related to leases	-	-	90,701	90,701
Related to pensions	-	-	28,289	28,289
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>118,990</b>	<b>118,990</b>
<b><u>NET POSITION</u></b>				
Net investment in capital assets	2,374,076	74,378	8,313,152	10,761,606
Restricted for:				
Pensions	-	-	752,397	752,397
Capital projects	-	-	4,583,754	4,583,754
Unrestricted	1,294,134	937,892	20,821,980	23,054,006
<b>Total net position</b>	<b>\$ 3,668,210</b>	<b>\$ 1,012,270</b>	<b>\$ 34,471,283</b>	<b>\$ 39,151,763</b>

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 13 – CONDENSED FINANCIAL STATEMENTS – DISCRETELY PRESENTED COMPONENT UNITS (CONTINUED)**

Business-Type Activities and total discrete component units (continued from previous page):

	<u>Business-Type Activities</u>						<u>Total Business-Type Activities</u>
	<u>Heber Valley Special Service District</u>	<u>Timberlakes Water Special Service District</u>	<u>Jordanelle Special Service District</u>	<u>Twin Creeks District</u>	<u>North Village District</u>	<u>Wasatch County Service Area #1</u>	
<b>ASSETS</b>							
Cash and investments	\$ 2,808,229	\$ 753,461	\$ 18,738,376	\$ 8,089,928	\$ 4,551,078	\$ 2,717,288	\$ 37,658,360
Restricted cash and investments	12,518,544	218,829	20,870,900	3,213,083	833,483	-	37,654,839
Receivables:							
Accounts, net of allowance	-	153,999	1,873,242	6,304,512	174,762	108,192	8,614,707
Due from other governments	830,329	-	-	-	-	-	830,329
Other	50,177	1,854,713	241,853	7,899	-	-	2,154,642
Prepaid expenses	-	4,019	3,290	17,709	1,311,667	-	1,336,685
Other assets	14,231	-	389,272	-	-	-	403,503
Capital assets not being depreciated	8,629,711	1,646,289	81,305,902	43,307,015	8,931,742	-	143,820,659
Capital assets, net of accumulated depreciation	9,662,411	8,302,761	116,421,448	46,018,864	17,459,875	1,959	197,867,318
<b>Total assets</b>	<b>34,513,632</b>	<b>12,934,071</b>	<b>239,844,283</b>	<b>106,959,010</b>	<b>33,262,607</b>	<b>2,827,439</b>	<b>430,341,042</b>
Deferred outflows of resources:							
Related to pensions	127,901	167,980	1,158,420	-	-	-	1,454,301
Deferred loss on debt refunding	-	334,878	-	-	-	-	334,878
<b>Total deferred outflows of resources</b>	<b>127,901</b>	<b>502,858</b>	<b>1,158,420</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,789,179</b>
<b>LIABILITIES</b>							
Current liabilities:							
Accounts payable and accrued liabilities	363,717	45,364	1,142,526	242,344	29,255	1,201	1,824,407
Unearned revenue	-	21,345	105,029	734,535	216,708	-	1,077,617
Bonds and deposits held	-	-	4,367,053	242,763	117,585	167,619	4,895,020
Due to other governments	-	-	374,387	908,663	179,505	-	1,462,555
Accrued interest payable	-	1,619	46,496	136,165	-	-	184,280
Noncurrent liabilities:							
Due within one year: Bonds, notes, leases, and compensated absences	-	398,917	1,951,584	942,484	174,847	-	3,467,832
Due in more than one year:							
Net pension liability	52,746	72,693	495,174	-	-	-	620,613
Bonds, notes, leases, and compensated absences	-	2,326,265	6,126,523	8,071,515	58,245	-	16,582,548
<b>Total liabilities</b>	<b>416,463</b>	<b>2,866,203</b>	<b>14,608,772</b>	<b>11,278,469</b>	<b>776,145</b>	<b>168,820</b>	<b>30,114,872</b>
Deferred inflows of resources:							
Related to leases	-	-	164,878	-	-	-	164,878
Related to pensions	486	1,301	4,030	-	-	-	5,817
<b>Total deferred inflows of resources</b>	<b>486</b>	<b>1,301</b>	<b>168,908</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>170,695</b>
<b>NET POSITION</b>							
Net investment in capital assets	18,292,122	7,902,756	192,011,381	80,149,468	26,374,131	1,959	324,731,817
Restricted for:							
Capital projects	12,518,544	-	16,727,357	2,850,188	300,109	-	32,396,198
Debt service	-	1,853,094	1,622	5,400,492	-	-	7,255,208
Unrestricted	3,413,918	813,575	17,484,663	7,280,393	5,812,222	2,656,660	37,461,431
<b>Total net position</b>	<b>\$ 34,224,584</b>	<b>\$ 10,569,425</b>	<b>\$ 226,225,023</b>	<b>\$ 95,680,541</b>	<b>\$ 32,486,462</b>	<b>\$ 2,658,619</b>	<b>\$ 401,844,654</b>

Wasatch County, Utah  
Notes to the Financial Statements (Continued)  
For the Year December 31, 2024

**NOTE 13 – CONDENSED FINANCIAL STATEMENTS – DISCRETELY PRESENTED COMPONENT UNITS (CONTINUED)**

Condensed Statement of Activities of Discretely Presented Component Units:

Function/Programs	Program Revenues				Net (Expense) Revenues and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		
					Governmental Activities	Business-type Activities	Total
<b>Component Units:</b>							
<b>Governmental activities</b>							
Heber Valley Tourism & Economic Development	\$ 2,768,221	\$ 185,710	\$ 2,938,077	\$ -	\$ 355,566		\$ 355,566
Wasatch County Fire Protection SSD	11,010,081	3,480,366	882,599	115,868	(6,531,248)		(6,531,248)
Wasatch County SSD #9	805,620	-	966,902	-	161,282		161,282
Total governmental activities	14,583,922	3,666,076	4,787,578	115,868	(6,014,400)		(6,014,400)
<b>Business-type activities</b>							
Wasatch County Service Area #1	1,192,550	1,278,129	-	-		\$ 85,579	85,579
Heber Valley SSD	2,166,213	3,159,680	-	1,510,928		2,504,395	2,504,395
Jordanelle SSD	15,181,223	16,709,771	-	23,518,946		25,047,494	25,047,494
North Village SSD	3,502,629	2,703,949	-	8,524,036		7,725,356	7,725,356
Timberlakes Water SSD	1,576,252	1,505,068	-	-		(71,184)	(71,184)
Twin Creeks SSD	4,807,399	4,404,959	-	5,504,008		5,101,568	5,101,568
Total business-type activities	28,426,266	29,761,556	-	39,057,918		40,393,208	40,393,208
Total Component Units	\$ 43,010,188	\$ 33,427,632	\$ 4,787,578	\$ 39,173,786	(6,014,400)	40,393,208	34,378,808
<b>General Revenues:</b>							
Bond interest assessment						354,052	354,052
Interest income					1,389,051	3,425,304	4,814,355
Gain/loss on sale of assets					200	21,413	21,613
Sales and use taxes					4,073,940	-	4,073,940
Taxes - advalorem					8,315,939	-	8,315,939
Miscellaneous					93,808	115,949	209,757
Total general revenue					13,872,938	3,916,718	17,789,656
Change in net position					7,858,538	44,309,926	52,168,464
Net position - beginning, as restated					31,293,225	357,534,728	388,827,953
Net position - ending					\$ 39,151,763	\$ 401,844,654	\$ 440,996,417

## REQUIRED SUPPLEMENTAL INFORMATION

# Wasatch County, Utah

## Condition Rating of County's Road System

### For the Year Ended December 31, 2024

	Good/Fair Conditions						
	Total Miles	Total Miles	Total Miles	Total Miles	Total Miles	Total Miles	Total Miles
	2018	2019	2020	2021	2022	2023	2024
<b>Paved</b>	128.4	128.4	165.0	173.1	173.1	173.1	153.9
<b>Gravel</b>	101.6	101.6	97.5	104.5	104.5	104.5	91.9
<b>Dirt</b>	-	-	22.5	22.5	22.5	22.5	19.0
<b>Overall</b>	<b>230.0</b>	<b>230.0</b>	<b>284.9</b>	<b>300.0</b>	<b>300.0</b>	<b>300.0</b>	<b>264.8</b>

	Percentage of Lane Miles in Good or Better Conditions						
	2018	2019	2020	2021	2022	2023	2024
<b>Paved</b>	94.13%	94.13%	95.10%	100.00%	100.00%	100.00%	88.91%
<b>Gravel</b>	92.70%	92.70%	93.30%	100.00%	100.00%	100.00%	87.99%
<b>Dirt</b>	0.00%	0.00%	0.00%	100.00%	100.00%	100.00%	84.63%
<b>Overall</b>	<b>93.50%</b>	<b>93.50%</b>	<b>94.84%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>88.27%</b>

	Substandard Conditions						
	Total Miles	Total Miles	Total Miles	Total Miles	Total Miles	Total Miles	Total Miles
	2018	2019	2020	2021	2022	2023	2024
<b>Paved</b>	8.0	8.0	8.5	-	-	-	19.2
<b>Gravel</b>	8.0	8.0	7.0	-	-	-	12.5
<b>Dirt</b>	-	-	-	-	-	-	3.5
<b>Overall</b>	<b>16.0</b>	<b>16.0</b>	<b>15.5</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>35.2</b>

	Percentage of Lane Miles in Substandard Conditions						
	2018	2019	2020	2021	2022	2023	2024
<b>Paved</b>	5.87%	5.87%	4.90%	0.00%	0.00%	0.00%	11.09%
<b>Gravel</b>	7.30%	7.30%	6.70%	0.00%	0.00%	0.00%	12.01%
<b>Dirt</b>	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	15.37%
<b>Overall</b>	<b>6.50%</b>	<b>6.50%</b>	<b>5.16%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>11.73%</b>

	Comparison of Needed to Actual Maintenance/Preservation						
	Total Miles	Total Miles	Total Miles	Total Miles	Total Miles	Total Miles	Total Miles
	2018	2019	2020	2021	2022	2023	2024
<b>Paved:</b>							
<b>Needed</b>	5.99	17.38	1.00	15.00	173.06	192.94	57.80
<b>Actual</b>	5.99	17.38	1.00	15.00	173.06	192.94	57.80
<b>Gravel:</b>							
<b>Needed</b>	13.50	13.50	95.50	95.50	95.50	95.50	52.25
<b>Actual</b>	13.00	13.00	95.50	95.50	95.50	95.50	52.25
<b>Dirt:</b>							
<b>Needed</b>	0.00	0.00	0.00	0.00	0.00	0.00	11.25
<b>Actual</b>	0.00	0.00	0.00	0.00	0.00	0.00	11.25
<b>Overall:</b>							
<b>Needed</b>	<b>19.49</b>	<b>30.88</b>	<b>96.50</b>	<b>110.50</b>	<b>268.56</b>	<b>288.44</b>	<b>121.30</b>
<b>Actual</b>	<b>18.99</b>	<b>30.38</b>	<b>96.50</b>	<b>110.50</b>	<b>268.56</b>	<b>288.44</b>	<b>121.30</b>
<b>Difference</b>	<b>0.50</b>	<b>0.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

	Percentage of Lane Miles Maintained/Preserved						
	2018	2019	2020	2021	2022	2023	2024
<b>Paved:</b>							
<b>Needed</b>	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%
<b>Actual</b>	96.30%	96.30%	100.00%	100.00%	100.00%	100.00%	100.00%
<b>Gravel:</b>							
<b>Needed</b>	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Actual</b>	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Overall:</b>							
<b>Needed</b>	97.43%	98.38%	100.00%	100.00%	100.00%	100.00%	100.00%
<b>Actual</b>	2.57%	1.62%	0.00%	0.00%	0.00%	0.00%	0.00%

The condition of road pavement is measured using the American Association of State Highway and Transportation Officials (AASHTO) pavement management system, which is based on stress factors found in pavement surfaces. The AASHTO pavement management system uses a measurement scale that is based on a condition index ranging from zero for failed pavement to 100 for pavement in perfect condition. The condition index is used to classify roads in good condition (70-100), fair condition (50-60), and substandard condition (<50). It is County policy to maintain at least 60 percent of its road system at a good or fair condition level. No more than 15 percent should be in substandard condition. Condition assessments are determined every year.

Wasatch County, Utah  
Schedule of Revenues, Expenditures, and Changes in Fund Balances  
Budget and Actual – General Fund  
For the Year Ended December 31, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES</b>				
Taxes	\$ 25,059,121	\$ 25,059,121	\$ 25,921,077	\$ 861,956
Licenses and permits	5,003,526	5,003,526	5,491,936	488,410
Intergovernmental	3,258,210	3,258,210	4,352,201	1,093,991
Charges for services	3,166,973	3,166,973	3,641,758	474,785
Fines and forfeitures	469,000	469,000	580,955	111,955
Other revenue	148,000	148,000	178,478	30,478
Interest Income	165,000	165,000	2,564,536	2,399,536
<b>Total revenues</b>	<b>\$ 37,269,830</b>	<b>\$ 37,269,830</b>	<b>\$ 42,730,941</b>	<b>\$ 5,461,111</b>
<b>EXPENDITURES</b>				
General government:				
County Manager	949,109	1,046,609	1,045,324	1,285
Board of Council	493,109	480,609	460,317	20,292
District Court	592,921	512,921	509,822	3,099
Justice Court	516,602	516,602	512,808	3,794
Children's Justice Center	154,871	190,940	190,784	156
Central Purchasing	282,700	422,700	416,930	5,770
Personnel	594,746	594,746	591,397	3,349
Clerk	1,265,649	1,205,649	1,202,686	2,963
Treasurer	708,363	732,363	728,316	4,047
Recorder	851,628	721,628	715,208	6,420
Attorney	1,917,802	1,917,802	1,913,436	4,366
Assessor	1,862,024	1,747,024	1,745,948	1,076
Surveyor	581,831	506,831	501,280	5,551
Engineer Master Plan	554,962	1,238,962	1,231,926	7,036
Government Buildings	1,193,571	1,153,571	1,149,946	3,625
Elections	107,750	47,750	39,798	7,952
Planning and Zoning	1,124,008	1,064,008	1,053,950	10,058
Legislative code and public land	156,000	66,000	64,500	1,500
Building inspector	2,291,659	1,961,659	1,955,529	6,130
ARPA	132,004	129,715	70,178	59,537
<b>Total general government</b>	<b>16,331,309</b>	<b>16,258,089</b>	<b>16,100,083</b>	<b>158,006</b>
Public Safety:				
Sheriff's office patrol	3,308,235	3,363,235	3,360,826	2,409
Sheriff's office admin	2,989,856	3,054,856	3,051,497	3,359
Court security	8,750	10,250	10,050	200
Sheriff's office dispatch	1,283,148	1,203,148	1,196,008	7,140
Search and rescue	524,293	509,293	505,103	4,190
Sheriff's office investigations	2,055,280	2,315,280	2,308,258	7,022
Fire Department Wildland	70,000	100,000	96,089	3,911
Sheriff's office corrections	4,394,622	4,589,622	4,585,974	3,648
Weed and pest control	559,064	529,064	524,380	4,684
Animal control and regulations	120,000	120,000	110,233	9,767
Emergency management	353,648	313,648	305,106	8,542
Indigent	4,000	4,000	3,900	100
Victim advocate	182,510	182,510	172,038	10,472
Jail	137,300	167,915	167,704	211
<b>Total public safety</b>	<b>15,990,706</b>	<b>16,462,821</b>	<b>16,397,166</b>	<b>65,655</b>

Wasatch County, Utah  
Schedule of Revenues, Expenditures, and Changes in Fund Balances  
Budget and Actual – General Fund (Continued)  
For the Year Ended December 31, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Public health and welfare:				
Mental Health	\$ 1,528,500	\$ 1,953,500	\$ 1,944,791	\$ 8,709
<b>Total public health and welfare</b>	<b>1,528,500</b>	<b>1,953,500</b>	<b>1,944,791</b>	<b>8,709</b>
Public works:				
Roads and highways	3,420,975	3,157,975	3,145,961	12,014
<b>Total public works</b>	<b>3,420,975</b>	<b>3,157,975</b>	<b>3,145,961</b>	<b>12,014</b>
Parks, recreation, and culture:				
Flood control	27,500	167,500	166,044	1,456
Recreation TV	18,000	18,000	13,200	4,800
Extension service	224,884	239,884	238,175	1,709
<b>Total parks, recreation, and culture</b>	<b>270,384</b>	<b>425,384</b>	<b>417,419</b>	<b>7,965</b>
Other expenditures:				
Intergovernmental	885,083	835,083	830,941	4,142
<b>Total other expenditures</b>	<b>885,083</b>	<b>835,083</b>	<b>830,941</b>	<b>4,142</b>
Debt service:				
Interest and fiscal charges	33,000	33,000	30,450	2,550
<b>Total debt service</b>	<b>33,000</b>	<b>33,000</b>	<b>30,450</b>	<b>2,550</b>
<b>Total expenditures</b>	<b>38,459,957</b>	<b>39,125,852</b>	<b>38,866,811</b>	<b>259,041</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>(1,190,127)</b>	<b>(1,856,022)</b>	<b>3,864,130</b>	<b>5,202,070</b>
<u>OTHER FINANCING SOURCES (USES)</u>				
Transfers in	964,512	964,512	742,009	(222,503)
Transfers out	(411,689)	(462,189)	(1,751,721)	(1,289,532)
<b>Net change in fund balance</b>	<b>\$ (637,304)</b>	<b>\$ (1,353,699)</b>	<b>2,854,418</b>	<b>\$ 3,690,035</b>
<b>Fund balance at beginning of year</b>			<b>20,965,804</b>	
<b>Fund balance at end of year</b>			<b>\$ 23,820,222</b>	

Wasatch County, Utah  
Schedule of the County's Proportionate Share of the Net Pension Liability  
Utah Retirement Systems  
Measurement Date of December 31, 2023  
For the Year Ended December 31, 2024

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b><u>Noncontributory System</u></b>										
Proportion of the net pension liability (asset)	0.7280975%	0.7595361%	0.7643427%	0.7638032%	0.7852599%	0.7844668%	0.7648563%	0.7577449%	0.7675762%	0.8418140%
Proportionate share of the net pension liability (asset)	\$ 3,161,571	\$ 4,297,825	\$ 4,908,016	\$ 3,346,451	\$ 5,782,437	\$ 2,956,552	\$ 392,225	\$ (4,339,686)	\$ 1,314,665	\$ 1,952,642
Covered employee payroll	\$ 6,192,420	\$ 6,300,161	\$ 6,396,977	\$ 6,274,868	\$ 6,461,585	\$ 6,414,833	\$ 6,189,588	\$ 6,080,664	\$ 6,335,565	\$ 7,199,316
Proportionate share of the net pension liability (asset) as a percentage of its covered employee	51.10%	68.22%	76.72%	53.33%	89.49%	46.09%	6.34%	-71.37%	20.75%	27.12%
Plan fiduciary net position as a percentage of the total pension liability	90.20%	87.80%	87.30%	91.90%	87.00%	93.70%	99.20%	108.70%	97.50%	96.90%
<b><u>Public Safety System</u></b>										
Proportion of the net pension liability (asset)	1.4029710%	1.4144483%	1.4818348%	1.4700657%	1.4957706%	1.7051213%	1.9365295%	1.9452026%	2.0114163%	1.9560155%
Proportionate share of the net pension liability (asset)	\$ 1,764,353	\$ 2,533,632	\$ 3,007,052	\$ 2,306,031	\$ 3,847,997	\$ 2,737,773	\$ 1,607,787	\$ (1,579,782)	\$ 2,600,912	\$ 2,797,423
Covered employee payroll	\$ 2,027,540	\$ 2,019,629	\$ 2,156,218	\$ 2,162,109	\$ 2,141,960	\$ 2,345,253	\$ 2,726,544	\$ 2,618,473	\$ 2,746,441	\$ 2,748,804
Proportionate share of the net pension liability (asset) as a percentage of its covered employee	87.00%	125.45%	139.46%	106.66%	179.65%	116.74%	58.97%	-60.33%	94.70%	101.77%
Plan fiduciary net position as a percentage of the total pension liability	90.50%	87.10%	86.50%	90.20%	84.70%	90.90%	95.50%	104.20%	93.60%	93.44%
<b><u>Tier 2 Public Employees System</u></b>										
Proportion of the net pension liability (asset)	0.1626194%	0.2279597%	0.2361397%	0.2512465%	0.2382910%	0.2438855%	0.2379451%	0.2364647%	0.2456630%	0.2548294%
Proportionate share of the net pension liability (asset)	\$ (4,928)	\$ (498)	\$ 26,341	\$ 22,152	\$ 102,055	\$ 54,852	\$ 34,223	\$ (100,081)	\$ 267,501	\$ 495,995
Covered employee payroll	\$ 799,149	\$ 1,472,780	\$ 1,936,523	\$ 3,456,633	\$ 2,783,777	\$ 3,389,735	\$ 3,804,263	\$ 4,391,818	\$ 5,361,447	\$ 6,588,178
(asset) as a percentage of its covered employee payroll	-0.60%	-0.03%	1.36%	0.90%	3.66%	1.62%	0.90%	-2.28%	4.99%	7.53%
Plan fiduciary net position as a percentage of the total pension liability	103.50%	100.20%	95.10%	97.40%	90.80%	96.50%	98.30%	103.80%	92.30%	89.58%
<b><u>Tier 2 Public Safety and Firefighters System</u></b>										
Proportion of the net pension liability (asset)	0.3242105%	0.3263094%	0.3076233%	0.3003697%	0.4123328%	0.4512041%	0.4965263%	0.5392221%	0.5602117%	0.5345468%
Proportionate share of the net pension liability (asset)	\$ (4,796)	\$ (4,767)	\$ (2,670)	\$ (3,475)	\$ 10,331	\$ 42,442	\$ 44,536	\$ (27,254)	\$ 46,735	\$ 201,360
Covered employee payroll	\$ 134,127	\$ 194,146	\$ 254,166	\$ 316,999	\$ 551,168	\$ 743,701	\$ 985,721	\$ 1,289,488	\$ 1,723,651	\$ 2,025,414
Proportionate share of the net pension liability (asset) as a percentage of its covered employee	-3.60%	-2.46%	-1.05%	-1.10%	1.87%	5.71%	4.52%	-2.11%	2.71%	9.94%
Plan fiduciary net position as a percentage of the total pension liability	120.50%	110.70%	103.60%	103.00%	95.60%	89.60%	93.10%	102.80%	96.40%	89.10%

Wasatch County, Utah  
Schedule of County Contributions  
Utah Retirement Systems  
Last 10 Fiscal Years Ended December 31, 2024

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Noncontributory System</b>										
Actuarial determined contributions	\$ 1,147,355	\$ 1,164,650	\$ 1,138,180	\$ 1,171,176	\$ 1,157,761	\$ 1,115,837	\$ 1,087,853	\$ 1,113,635	\$ 1,239,669	\$ 1,401,136
Contributions in relation to the contractually required contribution	(1,147,355)	(1,164,650)	(1,138,180)	(1,171,176)	(1,157,761)	(1,115,837)	(1,087,853)	(1,113,635)	(1,239,669)	(1,401,136)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered employee payroll	6,300,838	6,396,977	6,271,822	6,461,252	6,414,446	6,189,588	6,083,110	6,335,040	7,199,419	8,384,128
Contributions as a percentage of covered-employee payroll	18.21%	18.21%	18.15%	18.13%	18.05%	18.03%	17.88%	17.58%	17.22%	16.71%
<b>Public Safety System</b>										
Contractually required contribution	\$ 703,228	\$ 737,430	\$ 735,858	\$ 720,149	\$ 819,807	\$ 946,110	\$ 920,809	\$ 975,377	\$ 957,678	\$ 967,439
Contributions in relation to the contractually required contribution	(703,228)	(737,430)	(735,858)	(720,149)	(819,807)	(946,110)	(920,809)	(975,377)	(957,678)	(967,439)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered employee payroll	2,019,629	2,156,218	2,152,794	2,137,364	2,345,329	2,744,365	2,655,857	2,790,008	2,762,935	2,854,379
Contributions as a percentage of covered-employee payroll	34.82%	34.20%	34.18%	33.69%	34.95%	34.47%	34.67%	34.96%	34.66%	33.89%
<b>Tier 2 Public Employees System*</b>										
Contractually required contribution	\$ 279,796	\$ 289,910	\$ 369,097	\$ 429,317	\$ 529,539	\$ 598,794	\$ 700,386	\$ 861,467	\$ 1,060,190	\$ 1,230,017
Contributions in relation to the contractually required contribution	(279,796)	(289,910)	(369,097)	(429,317)	(529,539)	(598,794)	(700,386)	(861,467)	(1,060,190)	(1,230,017)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered employee payroll	1,472,780	1,943,669	2,456,633	2,785,026	3,392,582	3,806,023	4,393,607	5,369,739	6,622,028	7,891,611
Contributions as a percentage of covered-employee payroll	19.00%	14.92%	15.02%	15.42%	15.61%	15.73%	15.94%	16.04%	16.01%	15.59%
<b>Tier 2 Public Safety and Firefighters System*</b>										
Contractually required contribution	\$ 45,982	\$ 60,136	\$ 75,205	\$ 132,363	\$ 180,702	\$ 253,410	\$ 348,033	\$ 470,154	\$ 547,406	\$ 637,819
Contributions in relation to the contractually required contribution	(45,982)	(60,136)	(75,205)	(132,363)	(180,702)	(253,410)	(348,033)	(470,154)	(547,406)	(637,819)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered employee payroll	194,146	254,166	317,050	551,168	743,958	985,722	1,289,488	1,741,912	2,028,176	2,384,994
Contributions as a percentage of covered-employee payroll	23.68%	23.66%	23.72%	24.02%	24.29%	25.71%	26.99%	26.99%	26.99%	26.74%
<b>Tier 2 Public Employees DC Only System*</b>										
Contractually required contribution	\$ 5,078	\$ 11,852	\$ 8,498	\$ 18,369	\$ 31,714	\$ 37,077	\$ 47,941	\$ 57,979	\$ 98,587	\$ 121,004
Contributions in relation to the contractually required contribution	(5,078)	(11,852)	(8,498)	(18,369)	(31,714)	(37,077)	(47,941)	(57,979)	(98,587)	(121,004)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered employee payroll	75,737	177,160	127,839	273,408	474,052	554,211	704,296	834,702	1,519,748	2,011,315
Contributions as a percentage of covered-employee payroll	6.70%	6.69%	6.65%	6.72%	6.69%	6.69%	6.81%	6.95%	6.49%	6.02%
<b>Tier 2 Public Safety and Firefighters DC Only System*</b>										
Contractually required contribution	\$ -	\$ 3,433	\$ 6,070	\$ 9,124	\$ 18,837	\$ 25,700	\$ 32,845	\$ 51,393	\$ 86,064	\$ 100,065
Contributions in relation to the contractually required contribution	-	(3,433)	(6,070)	(9,124)	(18,837)	(25,700)	(32,845)	(51,393)	(86,064)	(100,065)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered employee payroll	-	26,427	46,654	70,240	145,011	197,843	250,783	395,532	662,537	785,709
Contributions as a percentage of covered-employee payroll	0.00%	12.99%	13.01%	12.99%	12.99%	12.99%	13.10%	12.99%	12.99%	12.74%

\*Contributions in Tier 2 include an amortization rate to help fund the unfunded liabilities in the Tier 1 systems. Tier 2 systems were created effective July 1, 2011. Paragraph 81.b of GASB 68 requires employers to disclose a 10-year history of contributions in RSI. Contributions as a percentage of covered-payroll may be different than the board certified rate due to rounding and other administrative practices.

Wasatch County, Utah  
Notes to Required Supplementary Information  
Utah Retirement Systems  
For the Year Ended December 31, 2024

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*Changes in Assumptions*

Changes include updates to the mortality improvement assumption, salary increase assumption, disability incidence assumption, assumed retirement rates, and assumed termination rates, as recommended with the January 1, 2023 actuarial experience study.

## SUPPLEMENTARY INFORMATION

Wasatch County, Utah  
Combining Balance Sheet  
Nonmajor Governmental Funds  
December 31, 2024

Special Revenue

	<u>Parks &amp; Recreation</u>	<u>Municipal Services</u>	<u>Public Health</u>	<u>Library</u>	<u>Public Transit</u>	<u>Tourist &amp; Recreation</u>	<u>TAP Tax</u>	<u>EMS Sales Tax</u>	<u>Liquor Distribution</u>	<u>Emergency 911 Service</u>	<u>Municipal Building Authority</u>	<u>Convention Bureau</u>	<u>Debt Service</u>	<u>Total Nonmajor Funds</u>
<b>ASSETS</b>														
Cash and investments	\$ 2,052,918	\$ 2,852,987	\$ 4,268,354	\$ 1,241,419	\$ (165,801)	\$ 2,240,987	\$ 511,884	\$ 550,354	\$ 201,728	\$ 2,045,389	\$ -	\$ (440,344)	\$ -	\$ 15,359,875
Restricted cash and investments	-	-	-	-	-	-	-	-	-	-	136,935	-	362,146	499,081
Receivables														
Accounts, net of allowance	3,655	276,975	337,470	-	522,833	251,554	202,582	1,010,342	-	53,403	-	612,482	-	3,271,296
Receivable with Treasurer	993,897	-	340,145	741,620	-	-	-	-	-	-	-	-	108,003	2,183,665
Other	-	-	-	-	-	-	-	-	-	-	-	2,189,176	-	2,189,176
<b>Total assets</b>	<b>\$ 3,050,470</b>	<b>\$ 3,129,962</b>	<b>\$ 4,945,969</b>	<b>\$ 1,983,039</b>	<b>\$ 357,032</b>	<b>\$ 2,492,541</b>	<b>\$ 714,466</b>	<b>\$ 1,560,696</b>	<b>\$ 201,728</b>	<b>\$ 2,098,792</b>	<b>\$ 136,935</b>	<b>\$ 2,361,314</b>	<b>\$ 470,149</b>	<b>\$ 23,503,093</b>
<b>LIABILITIES</b>														
Accounts payable	\$ 77,491	\$ 13,915	\$ 70,291	\$ 18,547	\$ 394,163	\$ -	\$ 55,389	\$ 550,354	\$ -	\$ 268	\$ -	\$ 182,113	\$ -	\$ 1,362,531
Accrued liabilities	119,528	-	213,288	35,227	-	-	304	1,010,342	-	-	-	22,254	-	1,400,943
Due to other governments	-	-	-	-	-	-	77,728	-	-	-	-	-	-	77,728
<b>Total liabilities</b>	<b>197,019</b>	<b>13,915</b>	<b>283,579</b>	<b>53,774</b>	<b>394,163</b>	<b>-</b>	<b>133,421</b>	<b>1,560,696</b>	<b>-</b>	<b>268</b>	<b>-</b>	<b>204,367</b>	<b>-</b>	<b>2,841,202</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>														
Unavailable revenue - property taxes	140,879	-	49,238	111,894	-	-	-	-	-	-	-	-	3,136	305,147
<b>Total deferred inflows of resources</b>	<b>140,879</b>	<b>-</b>	<b>49,238</b>	<b>111,894</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,136</b>	<b>305,147</b>
<b>FUND BALANCES</b>														
Restricted:														
Municipal services	-	3,116,047	-	-	-	-	-	-	-	-	-	-	-	3,116,047
Liquor distribution	-	-	-	-	-	-	-	-	201,728	-	-	-	-	201,728
Emergency 911 service	-	-	-	-	-	-	-	-	-	2,098,524	-	-	-	2,098,524
Government buildings	-	-	-	-	-	-	-	-	-	-	136,935	-	-	136,935
Convention Bureau	-	-	-	-	-	-	-	-	-	-	-	2,156,947	-	2,156,947
Debt service	-	-	-	-	-	-	-	-	-	-	-	-	467,013	467,013
<b>Total restricted</b>	<b>-</b>	<b>3,116,047</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>201,728</b>	<b>2,098,524</b>	<b>136,935</b>	<b>2,156,947</b>	<b>467,013</b>	<b>8,177,194</b>
Committed:														
Tourist and recreation	-	-	-	-	-	2,492,541	581,045	-	-	-	-	-	-	3,073,586
Public health and welfare	-	-	4,613,152	-	-	-	-	-	-	-	-	-	-	4,613,152
Library	-	-	-	1,817,371	-	-	-	-	-	-	-	-	-	1,817,371
Parks, recreation, and culture	2,712,572	-	-	-	-	-	-	-	-	-	-	-	-	2,712,572
<b>Total committed</b>	<b>2,712,572</b>	<b>-</b>	<b>4,613,152</b>	<b>1,817,371</b>	<b>-</b>	<b>2,492,541</b>	<b>581,045</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,216,681</b>
Unassigned														
	-	-	-	-	(37,131)	-	-	-	-	-	-	-	-	(37,131)
<b>Total fund balances</b>	<b>2,712,572</b>	<b>3,116,047</b>	<b>4,613,152</b>	<b>1,817,371</b>	<b>(37,131)</b>	<b>2,492,541</b>	<b>581,045</b>	<b>-</b>	<b>201,728</b>	<b>2,098,524</b>	<b>136,935</b>	<b>2,156,947</b>	<b>467,013</b>	<b>20,356,744</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 3,050,470</b>	<b>\$ 3,129,962</b>	<b>\$ 4,945,969</b>	<b>\$ 1,983,039</b>	<b>\$ 357,032</b>	<b>\$ 2,492,541</b>	<b>\$ 714,466</b>	<b>\$ 1,560,696</b>	<b>\$ 201,728</b>	<b>\$ 2,098,792</b>	<b>\$ 136,935</b>	<b>\$ 2,361,314</b>	<b>\$ 470,149</b>	<b>\$ 23,503,093</b>

Wasatch County, Utah  
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances  
Nonmajor Governmental Funds  
For the Year December 31, 2024

	Special Revenue												Total Nonmajor Funds	
	Parks & Recreation	Municipal Services	Public Health	Library	Public Transit	Tourist & Recreation	TAP Tax	EMS Sales Tax	Liquor Distribution	Emergency 911 Service	Municipal Building Authority	Convention Bureau		Debt Service
<b>REVENUES</b>														
Taxes	\$ 2,821,320	\$ -	\$ 963,978	\$ 2,060,689	\$ 3,119,741	\$ 1,405,887	\$ 1,239,375	\$ 4,664,409	\$ -	\$ -	\$ -	\$ 4,070,839	\$ 354,590	\$ 20,700,828
Intergovernmental	3,400	2,111,289	2,357,738	13,805	-	-	-	-	90,829	13,802	-	200,000	-	4,790,863
Charges for services	1,899,457	11,324	965,438	2,551	-	-	-	-	-	317,820	-	-	-	3,196,590
Other revenues	665,220	-	68,443	359	-	297,196	-	-	-	-	60,856	-	134	1,092,208
Interest income	74,050	87,842	195,123	47,081	7,766	90,384	13,525	-	7,210	96,206	40	64,410	2,126	685,763
<b>Total revenues</b>	<b>5,463,447</b>	<b>2,210,455</b>	<b>4,550,720</b>	<b>2,124,485</b>	<b>3,127,507</b>	<b>1,793,467</b>	<b>1,252,900</b>	<b>4,664,409</b>	<b>98,039</b>	<b>427,828</b>	<b>60,896</b>	<b>4,335,249</b>	<b>356,850</b>	<b>30,466,252</b>
<b>EXPENDITURES</b>														
Current operating														
General government	-	-	-	1,914,478	4,017,153	-	814,393	-	108,060	-	-	-	-	6,854,084
Public works	-	450,745	-	-	-	-	-	-	-	-	-	-	-	450,745
Public safety	-	-	-	-	-	-	-	4,664,409	-	51,467	-	-	-	4,715,876
Public health and welfare	-	-	4,015,850	-	-	-	-	-	-	-	-	-	-	4,015,850
Parks, recreation, and culture	6,355,603	-	-	-	-	-	131,387	-	-	-	-	-	-	6,486,990
Economic development	-	-	-	-	-	-	-	-	-	-	-	3,535,410	-	3,535,410
Capital outlay	636,855	300	-	-	-	-	-	-	-	-	-	-	-	637,155
Debt service:														
Principal	-	-	-	-	-	-	-	-	-	-	838,551	-	160,000	998,551
Interest	-	-	-	-	-	-	-	-	-	-	485,000	-	160,600	645,600
Issuance costs	-	-	-	-	-	-	-	-	-	-	131,000	-	-	131,000
<b>Total expenditures</b>	<b>6,992,458</b>	<b>451,045</b>	<b>4,015,850</b>	<b>1,914,478</b>	<b>4,017,153</b>	<b>-</b>	<b>945,780</b>	<b>4,664,409</b>	<b>108,060</b>	<b>51,467</b>	<b>1,454,551</b>	<b>3,535,410</b>	<b>320,600</b>	<b>28,471,261</b>
<b>OTHERS FINANCING SOURCES (USES)</b>														
Transfers in	2,035,915	767,778	-	100,000	1,072,139	-	-	-	-	-	954,118	-	-	4,929,950
Transfers out	-	(170,926)	-	(150,000)	-	(1,039,804)	(37,500)	-	-	(170,000)	-	(1,570,602)	(202,962)	(3,341,794)
Total other financing sources (uses)	2,035,915	596,852	-	(50,000)	1,072,139	(1,039,804)	(37,500)	-	-	(170,000)	954,118	(1,570,602)	(202,962)	1,588,156
<b>Net change in fund balance</b>	<b>506,904</b>	<b>2,356,262</b>	<b>534,870</b>	<b>160,007</b>	<b>182,493</b>	<b>753,663</b>	<b>269,620</b>	<b>-</b>	<b>(10,021)</b>	<b>206,361</b>	<b>(439,537)</b>	<b>(770,763)</b>	<b>(166,712)</b>	<b>3,583,147</b>
<b>Fund balances at beginning of year</b>	<b>2,205,668</b>	<b>759,785</b>	<b>4,078,282</b>	<b>1,657,364</b>	<b>(219,624)</b>	<b>1,738,878</b>	<b>311,425</b>	<b>-</b>	<b>211,749</b>	<b>1,892,163</b>	<b>576,472</b>	<b>2,927,710</b>	<b>633,725</b>	<b>16,773,597</b>
<b>Fund balances at end of year</b>	<b>\$ 2,712,572</b>	<b>\$ 3,116,047</b>	<b>\$ 4,613,152</b>	<b>\$ 1,817,371</b>	<b>\$ (37,131)</b>	<b>\$ 2,492,541</b>	<b>\$ 581,045</b>	<b>\$ -</b>	<b>\$ 201,728</b>	<b>\$ 2,098,524</b>	<b>\$ 136,935</b>	<b>\$ 2,156,947</b>	<b>\$ 467,013</b>	<b>\$ 20,356,744</b>

Wasatch County, Utah  
Combining Statement of Net Position – Internal Service Funds  
December 31, 2024

	<b>Computer Replacement</b>	<b>Auto Fleet Maintenance</b>	<b>Auto Fleet Replacement</b>	<b>Information System Services</b>	<b>Communication Equipment</b>	<b>Total</b>
<b>ASSETS</b>						
Current assets:						
Cash and investments	\$ 836,761	\$ 379,066	\$ 536,073	\$ (68,476)	\$ 521,389	\$ 2,204,813
Receivables						
Accounts, net of allowance	-	-	-	-	6,195	6,195
Total current assets	836,761	379,066	536,073	(68,476)	527,584	2,211,008
Noncurrent assets:						
Capital assets:						
Buildings and improvements	-	-	-	556,838	-	556,838
Machinery and equipment	129,102	-	3,066,742	421,948	364,840	3,982,632
Subscription asset	-	-	-	86,162	-	86,162
Accumulated depreciation/amortization	(56,696)	-	(1,455,852)	(495,553)	(183,334)	(2,191,435)
Total noncurrent assets	72,406	-	1,610,890	569,395	181,506	2,434,197
<b>Total assets</b>	<b>909,167</b>	<b>379,066</b>	<b>2,146,963</b>	<b>500,919</b>	<b>709,090</b>	<b>4,645,205</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>						
Related to pensions	-	-	-	256,646	13,679	270,325
<b>Total assets and deferred outflows     of resources</b>	<b>\$ 909,167</b>	<b>\$ 379,066</b>	<b>\$ 2,146,963</b>	<b>\$ 757,565</b>	<b>\$ 722,769</b>	<b>\$ 4,915,530</b>
<b>LIABILITIES</b>						
Current liabilities:						
Accounts payable	\$ 1,075	\$ 1,669	\$ 2,138	\$ 48,630	\$ 1,458	\$ 54,970
Accrued liabilities	-	89	-	56,855	2,931	59,875
Compensated absences	-	-	-	176,189	-	176,189
Total current liabilities	1,075	1,758	2,138	281,674	4,389	291,034
Noncurrent liabilities:						
Compensated absences	-	-	-	176,189	-	176,189
Net pension liability	-	-	-	154,640	8,242	162,882
Total noncurrent liabilities	-	-	-	330,829	8,242	339,071
<b>Total liabilities</b>	<b>1,075</b>	<b>1,758</b>	<b>2,138</b>	<b>612,503</b>	<b>12,631</b>	<b>630,105</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Related to pensions	-	-	-	2,278	121	2,399
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,278</b>	<b>121</b>	<b>2,399</b>
<b>NET POSITION</b>						
Net investment in capital assets	72,406	-	1,610,890	569,395	181,506	2,434,197
Unrestricted (deficit)	835,686	377,308	533,935	(426,611)	528,511	1,848,829
<b>Total net position</b>	<b>\$ 908,092</b>	<b>\$ 377,308</b>	<b>\$ 2,144,825</b>	<b>\$ 142,784</b>	<b>\$ 710,017</b>	<b>\$ 4,283,026</b>

Wasatch County, Utah  
Combining Statement of Revenues, Expenses, and Changes in Net Position –  
Internal Service Funds  
For the Year December 31, 2024

	Computer Replacement	Auto Fleet Maintenance	Auto Fleet Replacement	Information System Services	Communication Equipment	Total
<u>OPERATING REVENUES</u>						
Rent and maintenance	\$ 436,290	\$ 68,100	\$ 680,232	\$ 3,017,751	\$ 224,934	\$ 4,427,307
<u>OPERATING EXPENSES</u>						
Salaries and wages	-	-	-	1,280,436	68,248	1,348,684
Employee benefits	-	-	-	554,184	32,148	586,332
Materials and supplies	152,579	70,310	21,494	1,235,605	41,484	1,521,472
Depreciation	3,384	-	251,078	96,669	32,713	383,844
<b>Total operating expenses</b>	<b>155,963</b>	<b>70,310</b>	<b>272,572</b>	<b>3,166,894</b>	<b>174,593</b>	<b>3,840,332</b>
<b>Operating income (loss)</b>	<b>280,327</b>	<b>(2,210)</b>	<b>407,660</b>	<b>(149,143)</b>	<b>50,341</b>	<b>586,975</b>
<u>NONOPERATING REVENUES AND EXPENSES</u>						
Interest revenue	37,973	18,697	32,871	-	27,035	116,576
Gain on sale of assets	-	-	91,681	-	-	91,681
Transfers out	-	-	-	-	(8,539)	(8,539)
Interest expense	-	-	-	(1,993)	-	(1,993)
<b>Total nonoperating revenues</b>	<b>37,973</b>	<b>18,697</b>	<b>124,552</b>	<b>(1,993)</b>	<b>18,496</b>	<b>197,725</b>
<b>Change in net position</b>	<b>318,300</b>	<b>16,487</b>	<b>532,212</b>	<b>(151,136)</b>	<b>68,837</b>	<b>784,700</b>
<b>Net position at beginning of year</b>	<b>589,792</b>	<b>360,821</b>	<b>1,612,613</b>	<b>293,920</b>	<b>641,180</b>	<b>3,498,326</b>
<b>Net position at end of year</b>	<b>\$ 908,092</b>	<b>\$ 377,308</b>	<b>\$ 2,144,825</b>	<b>\$ 142,784</b>	<b>\$ 710,017</b>	<b>\$ 4,283,026</b>

Wasatch County, Utah  
Combining Statement of Cash Flows – Internal Service Funds  
For the Year December 31, 2024

	Internal Service Funds					Total
	Computer Replacement	Auto Fleet Maintenance	Auto Fleet Replacement	Information System Services	Communication Equipment	
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>						
Receipts from customers and users	\$ 436,290	\$ 68,100	\$ 680,232	\$ 3,017,751	\$ 218,739	\$ 4,421,112
Payments to suppliers	(151,624)	(70,714)	(19,356)	(1,218,317)	(40,358)	(1,500,369)
Payments to employees	-	-	-	(1,751,088)	(99,431)	(1,850,519)
Net cash from operating activities	<u>284,666</u>	<u>(2,614)</u>	<u>660,876</u>	<u>48,346</u>	<u>78,950</u>	<u>1,070,224</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>						
Due from/(to) other funds	-	-	-	(78,322)	-	(78,322)
Transfers from/(to) other funds	-	-	-	-	(8,539)	(8,539)
Net cash from noncapital financing activities	<u>-</u>	<u>-</u>	<u>-</u>	<u>(78,322)</u>	<u>(8,539)</u>	<u>(86,861)</u>
<b>CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES</b>						
Purchase of capital assets	(75,790)	-	(966,631)	-	(147,983)	(1,190,404)
Proceeds from disposal of assets	-	-	91,887	-	-	91,887
Payment of subscription liability	-	-	-	(36,507)	-	(36,507)
Interest and fees paid on capital debt	-	-	-	(1,993)	-	(1,993)
Net cash from capital and related financing activities	<u>(75,790)</u>	<u>-</u>	<u>(874,744)</u>	<u>(38,500)</u>	<u>(147,983)</u>	<u>(1,137,017)</u>
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>						
Interest income	37,973	18,697	32,871	-	27,035	116,576
Net cash provided by investing activities	<u>37,973</u>	<u>18,697</u>	<u>32,871</u>	<u>-</u>	<u>27,035</u>	<u>116,576</u>
Net increase in cash and cash equivalents	<u>246,849</u>	<u>16,083</u>	<u>(180,997)</u>	<u>(68,476)</u>	<u>(50,537)</u>	<u>(37,078)</u>
Cash and cash equivalents - beginning of year	589,912	362,983	717,070	-	571,926	2,241,891
Cash and cash equivalents - end of year	<u>\$ 836,761</u>	<u>\$ 379,066</u>	<u>\$ 536,073</u>	<u>\$ (68,476)</u>	<u>\$ 521,389</u>	<u>\$ 2,204,813</u>
<b>Reconciliation of operating income to net cash</b>						
from operating activities:						
Operating income (loss)	\$ 280,327	\$ (2,210)	\$ 407,660	\$ (149,143)	\$ 50,341	\$ 586,975
Adjustments to reconcile operating income to net cash						
from operating activities:						
Depreciation expense	3,384	-	251,078	96,669	32,713	383,844
Increase in receivables	-	-	-	-	(6,195)	(6,195)
Increase in accounts payable and accrued liabilities	955	(404)	2,138	45,307	2,091	50,087
Increase in compensated absences	-	-	-	55,513	-	55,513
Total adjustments	<u>4,339</u>	<u>(404)</u>	<u>253,216</u>	<u>197,489</u>	<u>28,609</u>	<u>483,249</u>
Net cash used in operating activities	<u>\$ 284,666</u>	<u>\$ (2,614)</u>	<u>\$ 660,876</u>	<u>\$ 48,346</u>	<u>\$ 78,950</u>	<u>\$ 1,070,224</u>

**Wasatch County, Utah**  
**Statement of Receipts and Disbursements – Tax Collection Agency Fund**  
**For the Year December 31, 2024**

	Treasurer's Balance December 31, 2023	Tax Collection Receipts	Current Taxes Apportioned	Delinquent Taxes, Interest and Other Apportioned	Total	Distributions	Treasurer's Balance December 31, 2024
<b>Tax Collection Accounts</b>	\$ 58,239,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,010,347
Current year taxes & assessments			163,404,801			(168,834,119)	
Fee in lieu			-	3,774,827		(3,665,892)	
Redemptions of prior year tax			-	15,039,784		(15,572,450)	
Penalties, interest, and cost			-	1,023,563		(409,292)	
Other collections and refunds		(1,291,367)				1,301,264	
	<u>\$ 58,239,228</u>	<u>\$ (1,291,367)</u>	<u>\$ 163,404,801</u>	<u>\$ 19,838,174</u>	<u>\$ -</u>	<u>\$ (187,180,489)</u>	<u>\$ 53,010,347</u>

	Begin	Refunds	Current	Delq UPP DMV Misc	Total	Total Distribution	End
<b>Taxing Units</b>							
<b>County Funds</b>							
General	5,842,184	(144,631)	15,604,616	1,732,605	17,192,590	18,400,636	4,634,138
County bonds	128,679	(3,745)	313,328	44,482	354,066	389,358	93,386
County interest and penalty	63,183		-	613,915	613,915	590,670	86,428
Library	559,864	(15,183)	1,890,987	163,563	2,039,367	2,037,648	561,582
Health	325,072	(8,070)	873,286	94,388	959,604	1,025,328	259,349
Multi-County assessing and collecting 82%	-	-	1,392	-	1,392	1,258	134
Multi-County assessing and collecting 18%	21		-	-	-	21	-
Local assessing and collecting taxes	90,368	(2,184)	249,066	24,332	271,214	287,543	74,039
Midway Bond	683,282	(16,836)	1,826,967	197,692	2,007,823	2,147,639	543,466
Park City Bond	127,893	(2,051)	302,838	25,999	326,786	378,795	75,884
Parks and recreation SSD #21	59,162	(50)	230,436	12,456	242,842	186,543	115,460
Public infrastructure	955,164	(23,549)	2,557,721	274,571	2,808,744	3,003,067	760,840
Rollback County Special	73,145	(1,048)	222,723	39,911	261,586	271,253	63,479
Tax Sale Fees	-		48,800	400	49,200	49,200	-
MIDA	766,665	-	3,575,318	59,536	3,634,854	3,126,747	1,274,772
<b>School Districts</b>							
Basic state school levy	8,490,545	(209,976)	23,378,686	2,377,979	25,546,689	27,084,668	6,952,566
Wasatch County School District	28,284,999	(663,478)	76,248,341	7,682,269	83,267,131	88,889,594	22,662,536
Wasatch County School District Bond	1,568,017	(51,520)	3,740,167	616,858	4,305,504	4,753,696	1,119,825
Charter School Fund	204,816	(4,763)	515,214	56,377	566,827	618,460	153,183
<b>Cities and Towns</b>							
Charleston	77,665	(462)	247,139	26,394	273,071	249,258	101,478
Daniel	21,880	(1,043)	52,609	7,620	59,186	69,447	11,619
Heber City	1,262,332	(17,274)	3,223,899	338,651	3,545,276	3,961,351	846,256
Hideout	114,794	(828)	395,814	61,763	456,749	438,323	133,221
Midway	421,732	(6,935)	1,041,880	115,978	1,150,922	1,311,832	260,822
Park City	67,365	(57)	299,007	14,090	313,040	230,334	150,071
Wallsburg	29,123	-	64,827	14,096	78,923	95,227	12,819
Interlaken	83,495	(182)	192,595	12,639	205,051	242,319	46,227
<b>Other Districts</b>							
Fire Protection SSD	2,545,201	(62,775)	6,803,163	719,825	7,460,213	7,993,900	2,011,514
Central Utah Water Conservancy District	2,411,052	(58,294)	6,641,763	661,795	7,245,264	7,681,797	1,974,519
Charleston Development Fees	946		11,774	-	11,774	6,298	6,422
Charleston Water Conservancy District	1,497	(8)	4,240	506	4,738	4,698	1,537
Soldier Summit SSD	-	(1,115)	16,438	5,067	20,390	19,807	583
Park City Fire District	3,887	-	45,040	132	45,173	24,733	24,326
Midway Sanitation Improvement District	29,190	(595)	70,700	7,754	77,858	88,966	18,081
Midway Sewer Improvement District	19,220		23,094	7,139	30,234	45,010	4,444
Twin Creek SSD	11,935	(183)	15,307	38,442	53,566	49,516	15,986
North Village SSD	1,001		175	-	175	1,176	-
Jordanelle SSD	12,960		16,351	8,173	24,524	33,890	3,593
Timberlakes Water	1,040		1,632	8,438	10,069	11,109	-
MMV PIDE	-	-	2,007,458	-	2,007,458	497,645	1,509,813
Hideout Local District 1	36,972	(265)	93,479	20,396	113,610	117,276	33,306
Hideout District 1 Fees	166,967		616,641	121,366	738,007	649,893	255,081
Hideout Noxious Weeds	-	-	622	-	622	466	155
MIDA Golf PID	-	-	42,243	42,634	84,877	42,634	42,243
Solid Waste Disposal SSD	128,487	(685)	286,990	23,177	309,482	394,115	43,854
Jordanelle Ridge SSD	-		210,981	474	211,455	142,403	69,052
Strawberry Lake SSD	1,242		1,253	161	1,413	1,403	1,253
MIDA	2,566,187	6,418	9,397,805	3,564,132	12,968,355	9,533,541	6,001,001
<b>Total Due to Taxing Districts</b>	<u>\$ 58,239,228</u>	<u>\$ (1,291,367)</u>	<u>\$ 163,404,801</u>	<u>\$ 19,838,174</u>	<u>\$ 181,951,608</u>	<u>\$ 187,180,489</u>	<u>\$ 53,010,347</u>

# Wasatch County, Utah

## Statement of Taxes Charged, Collected, and Distributed

### For the Year December 31, 2024

Taxing Units	Tax Valuation in Dollars	Tax Percent	Total Taxes Charged	Treasurer's Relief				Net Taxes Collected and Apportioned		Other Collections					
				Unpaid Taxes	Abatements	Other	Total	Amount	Percent	Fee in Lieu	Misc. Collections	Tax Increment Paid	Delinquencies Tax	Int/Pen	
<b>Wasatch County</b>															
General	\$ 18,242,542,703	0.000947	\$ 17,591,812	\$ 1,448,938	\$ 98,045	\$ 26,499	\$ 1,573,482	\$ 16,018,330	91.06%	\$ 402,354	\$ 83,806	\$ (493,458)	\$ 1,287,334	\$ 42,917	
Interest and Sinking Fund/Bond	\$ 18,242,542,703	0.000019	353,222	28,822	1,969	532	31,323	321,901	91.13%	8,629	1,681	(9,900)	34,156	1,698	
Library	\$ 18,242,542,703	0.000115	2,131,903	179,955	11,883	3,216	195,054	1,936,849	90.85%	39,390	10,177	(59,924)	119,693	4,479	
Health	\$ 18,242,542,703	0.000053	984,496	81,137	5,487	1,483	88,107	896,390	91.05%	22,346	4,690	(27,617)	69,487	2,555	
Multicounty Assessing & Collecting	\$ 18,242,542,703	0.000015	278,581	23,008	1,553	420	24,981	253,601	91.03%	6,218	1,327	(5,862)	17,639	475	
County Assessing & Collecting	\$ 18,242,542,703	0.000110	2,043,457	168,240	11,389	3,078	182,707	1,860,751	91.06%	46,726	9,735	(42,989)	145,632	5,334	
<b>Total County</b>			<b>23,383,471</b>	<b>1,930,100</b>	<b>130,326</b>	<b>35,228</b>	<b>2,095,654</b>	<b>21,287,822</b>		<b>525,663</b>	<b>111,416</b>	<b>(639,750)</b>	<b>1,673,941</b>	<b>57,458</b>	
<b>Wasatch County School District</b>															
Basic School Levy	\$ 18,242,542,703	0.001408	26,149,122	2,160,000	145,739	39,397	2,345,136	23,803,986	91.03%	582,891	124,603	(550,256)	1,739,442	55,646	
GO Bond Payments	\$ 18,242,542,703	0.000225	4,183,307	340,918	23,314	6,297	370,529	3,812,778	91.14%	103,052	19,912	(87,931)	485,545	28,261	
Capital Local Levy	\$ 18,242,542,703	0.001890	35,109,512	2,891,748	195,675	52,887	3,140,310	31,969,203	91.06%	800,329	167,258	(738,624)	2,294,325	67,944	
Voted Local Levy	\$ 18,242,542,703	0.001179	21,901,592	1,803,900	122,064	32,991	1,958,955	19,942,637	91.06%	499,253	104,337	(460,761)	1,431,222	42,384	
Board Local Levy	\$ 18,242,542,703	0.001522	28,272,518	2,328,699	157,575	42,589	2,528,863	25,743,655	91.03%	644,498	134,691	(594,808)	1,847,599	54,714	
Charter School Levy	\$ 18,242,542,703	0.000031	576,264	47,070	3,212	868	51,150	525,115	91.12%	13,979	2,743	(12,115)	41,185	1,213	
<b>Total School District</b>			<b>116,192,315</b>	<b>9,572,335</b>	<b>647,579</b>	<b>175,029</b>	<b>10,394,943</b>	<b>105,797,374</b>		<b>2,644,002</b>	<b>553,544</b>	<b>(2,444,495)</b>	<b>7,839,318</b>	<b>250,162</b>	
<b>Cities and towns</b>															
Charleston Town	\$ 231,658,593	0.000994	261,323	14,678	3,087	989	18,754	242,569	92.82%	6,484	5,122	-	19,295	616	
Daniel Town	\$ 193,513,052	0.000291	57,329	3,545	1,021	170	4,736	52,593	91.74%	3,076	-	-	4,289	256	
Heber City	\$ 4,414,530,071	0.000771	3,469,778	226,267	31,233	5,198	262,698	3,207,081	92.43%	120,023	14,239	-	211,359	7,268	
Hideout Town	\$ 964,660,427	0.000612	593,804	85,671	1,714	-	87,385	506,419	85.28%	5,419	-	(111,178)	54,392	1,952	
Interlaken Town	\$ 106,737,588	0.001950	208,502	11,406	4,028	477	15,911	192,591	92.37%	3,503	-	-	8,910	226	
Midway City General Operations	\$ 2,367,717,902	0.000468	1,115,664	62,395	10,717	1,602	74,714	1,040,950	93.30%	36,306	1,258	-	72,545	7,126	
Midway City Interest and Sinking Fund/Bond	\$ 2,367,717,902	0.000136	324,312	18,062	3,114	465	21,641	302,670	93.33%	11,168	366	-	14,398	434	
Park City General Operations	\$ 697,679,480	0.000542	382,528	83,506	14	-	83,520	299,007	78.17%	302	-	-	13,561	226	
Park City Interest and Sinking Fund/Bond	\$ 697,679,480	0.000417	294,704	63,858	12	-	63,870	230,834	78.33%	263	-	-	12,085	108	
Wallsburg Town	\$ 32,958,628	0.002097	71,763	4,052	1,731	1,121	6,904	64,860	90.38%	9,498	-	-	4,462	136	
<b>Total cities and towns</b>			<b>6,779,707</b>	<b>573,440</b>	<b>56,671</b>	<b>10,022</b>	<b>640,133</b>	<b>6,139,574</b>		<b>196,042</b>	<b>20,985</b>	<b>(111,178)</b>	<b>415,296</b>	<b>18,348</b>	
<b>Other Districts</b>															
Charlestown Water Conservancy District	\$ 253,428,551	0.000017	4,478	258	56	19	333	4,145	92.56%	133	107	-	361	12	
Midway Sanitation District	\$ 2,786,219,365	0.000027	75,795	4,351	723	103	5,177	70,617	93.17%	2,264	106	-	5,052	438	
Wasatch County Fire Protection Special Service District	\$ 18,100,734,351	0.000413	7,611,521	627,605	42,758	11,557	681,920	6,929,602	91.04%	174,506	36,549	(161,403)	528,397	16,922	
Park City Fire Service District	\$ 138,942,837	0.000350	48,639	3,599	-	-	3,599	45,040	92.60%	64	-	-	34	35	
Wasatch County Special Service District No 21	\$ 18,242,542,703	0.000154	2,860,805	235,030	15,944	4,309	255,283	2,605,522	91.08%	65,341	13,628	(60,184)	201,960	6,557	
Hideout Local District #1	\$ 624,685,525	0.000183	115,109	21,233	411	-	21,644	93,465	81.20%	1,004	-	-	18,662	730	
Central Utah Water Conservancy District	\$ 18,242,542,703	0.000400	7,428,828	613,545	41,404	11,192	666,141	6,762,687	91.03%	165,808	35,398	(156,323)	481,370	14,617	
Soldier Summit Special Service District	\$ 2,865,515	0.002466	17,486	1,083	-	-	1,083	16,403	93.81%	-	-	-	4,962	105	
MIDA Mountain Village Public Infrastructure District	\$ 220,364,485	0.003176	719,392	-	-	-	-	719,392	100.00%	-	1,288,066	-	-	-	
MIDA Gold and Equestrian Center Public Infrastructure D	\$ 701	0.020000	403	-	-	-	-	403	100.00%	-	41,840	-	42,634	-	
Jordanelle Ridge PID No 2	\$ 60,265,377	0.005000	307,123	-	-	-	-	307,123	100.00%	-	(96,142)	-	474	-	
<b>Total Other Districts</b>			<b>19,189,579</b>	<b>1,506,704</b>	<b>101,296</b>	<b>27,180</b>	<b>1,635,180</b>	<b>17,554,399</b>		<b>409,120</b>	<b>1,319,552</b>	<b>(377,910)</b>	<b>1,283,906</b>	<b>39,416</b>	
<b>GRAND TOTAL</b>			<b>\$ 165,545,072</b>	<b>\$ 13,582,579</b>	<b>\$ 935,872</b>	<b>\$ 247,459</b>	<b>\$ 14,765,910</b>	<b>\$ 150,779,169</b>		<b>\$ 3,774,827</b>	<b>\$ 2,005,497</b>	<b>\$ (3,573,333)</b>	<b>\$ 11,212,461</b>	<b>\$ 365,384</b>	

## OTHER REPORTS



COMMITTED. EXPERIENCED. TRUSTED.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

*Independent Auditor’s Report*

Honorable Members of the County Council  
Wasatch County, Utah

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Wasatch County, Utah (the County) as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the County’s basic financial statements, and have issued our report thereon dated July 7, 2025.

***Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the County’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County’s internal control. Accordingly, we do not express an opinion on the effectiveness of the County’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the County’s financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

PARTNERS

- MICHAEL L. SMITH, CPA
- JASON L. TANNER, CPA
- ROBERT D. WOOD, CPA
- AARON R. HIXSON, CPA
- TED C. GARDINER, CPA
- JEFFREY B. MILES, CPA
- JESSE S. MALMROSE, EA
- JANICE ANDERSON, EA
- TROY F. NILSON, CPA

***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the County’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

***Purpose of this Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

***ABMC, LLC***

July 7, 2025  
Bountiful, Utah



COMMITTED. EXPERIENCED. TRUSTED.

PARTNERS

MICHAEL L. SMITH, CPA  
JASON L. TANNER, CPA  
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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND  
REPORT ON INTERNAL CONTROL OVER COMPLIANCE AS REQUIRED BY  
THE STATE COMPLIANCE AUDIT GUIDE**

Honorable Members of the County Council  
Wasatch County, Utah

**Report on Compliance**

We have audited Wasatch County, Utah's (the County) compliance with the following applicable state requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor, for the year ended December 31, 2024:

Budgetary Compliance	Fund Balance
Justice Court	Fraud Risk Assessment
Restricted Taxes and Related Restricted Revenue	Government Fees
Cash Management	Impact Fees

***Management's Responsibility***

Management is responsible for compliance with the state requirements referred to above.

***Auditor's Responsibility***

Our responsibility is to express an opinion on the County's compliance based on our audit of the state compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *Utah State Compliance Audit Guide*. Those standards and the *Utah State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the state compliance requirements referred to above that could have a direct and material effect on a state compliance requirement occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary with those circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state compliance requirement reported above. However, our audit does not provide a legal determination of the County's compliance with those requirements.

### ***Opinion on Compliance***

In our opinion, Wasatch County, Utah complied, in all material respects, with the state compliance requirements referred to above as of and for the year ended December 31, 2024.

### ***Other Matters***

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the *Utah State Compliance Audit Guide* and which are described in the accompanying schedule of findings and responses as items 2024-01 through 2024-02. Our opinion on compliance is not modified with respect to these matters.

The County's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and responses. The County's responses were not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

### ***Report on Internal Control Over Compliance***

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the state compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the state compliance requirements referred to above to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with those state compliance requirements and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or to detect and correct noncompliance with a state compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The County's responses to the internal control over compliance findings identified in our audit are described in the accompanying schedule of findings and responses. The County's responses were not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the responses.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *Utah State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

***Purpose of Report***

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

***ABMC, LLC***

July 7, 2025  
Bountiful, Utah

**Wasatch County, Utah**  
**Schedule of Findings – Utah State Compliance (Continued)**  
**For the Year December 31, 2024**

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**Finding 2024-01**

***Fund Balance***

Condition:

As of December 31, 2024, the County had deficit unrestricted fund balances in the Information System Services Fund. The County did not appear to budget at least 5 percent of 2024 actual revenues in the subsequent year's budget to begin retiring this deficit fund balance.

Criteria:

Utah Code 17-36-17 states that there shall be included as an item of appropriation in the budget of each fund for any fiscal period any existing deficit as of the close of the last completed fiscal period to the extent of at least 5% of the total revenue of the fund in the last completed fiscal period or if the deficit is less than 5% of the total revenue, an amount equal to the deficit.

Cause:

Policies and procedures do not appear to be in place for the County to adequately track, and appropriately budget to retire, any deficit fund balances.

Effect:

By failing to monitor fund balances, and budget to retire any deficit fund balances, the County is not in compliance with state law.

Recommendation:

The Clerk/Auditor's Office should establish policies and procedures to monitor fund balances and ensure they remain positive. In cases where fund balances become negative, the County should budget to retire these deficits in accordance with state law.

Views of responsible officials and planned corrective actions:

The County plans to combine the Information System Services fund with the Computer Replacement fund to eliminate the deficit unrestricted fund balance.

**Wasatch County, Utah**  
**Schedule of Findings – Utah State Compliance (Continued)**  
**For the Year December 31, 2024**

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**Finding 2024-02**

***Cash Management***

Condition:

HBME noted that bond trust funds totaling \$21,550,985 were not included on the “Deposit and Investment Report” as of December 31, 2024.

Criteria:

Utah State law, Utah Code 51-7-15(2), requires that the public treasurer file a written report containing information about the deposits and investments of that public treasurer during the preceding six months ending December 31 and June 30.

Cause:

Wasatch County has not implemented or followed procedures to ensure all deposits and investments are included in the “Deposit and Investment Report”.

Effect:

By not monitoring this requirement, the County is in violation of state law.

Recommendation:

The Treasurer’s Office or designee should ensure all deposits and investments that are recorded in the County’s financial records are included in the “Deposit and Investment Report”.

Views of responsible officials and planned corrective actions:

As bond proceeds are held in trust by Zion’s Bank and not in regular County accounts the Treasurer’s Office did not realize that they should be included in the “Deposit and Investment Report”. Going forward, the Treasurer will be sure to review all bond statements and include the amounts on the “Deposit and Investment Report”.

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## APPENDIX C

### PROPOSED FORM OF OPINION OF BOND COUNSEL

*Upon the issuance of the 2026 Bonds, Gilmore & Bell, P.C., Bond Counsel to the Authority, proposes to issue its approving opinion in substantially the following form:*

Re:     \$\_\_\_\_\_ Municipal Building Authority of Wasatch County, Utah Lease Revenue and Refunding Bonds, Series 2026

We have acted as bond counsel to the Municipal Building Authority of Wasatch County, Utah (the “Issuer”), in connection with the issuance by the Issuer of the above-captioned bonds (the “Series 2026 Bonds”). In this capacity, we have examined the law and such certified proceedings, certifications and other documents as we have deemed necessary to give the opinions below.

The Series 2026 Bonds are being issued pursuant to (i) the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the “Building Authority Act”), the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Bonding Act”), and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Refunding Act” and together with the Building Authority Act and the Bonding Act, the “Act”), and other provisions of state law; (ii) resolutions adopted on January 21, 2026, by the governing body of the Issuer and the County Council of Wasatch County, Utah (the “County”), and (iii) a General Indenture of Trust dated as of November 1, 2021 (the “General Indenture”), as previously supplemented and as further supplemented by a Third Supplemental Indenture of Trust dated as of April 1, 2026 (the “Third Supplemental Indenture” and together with the General Indenture, the “Indenture”), each between the Issuer and Zions Bancorporation, National Association, as trustee.

Capitalized terms used and not otherwise defined in this opinion have the meanings assigned to those terms in the Indenture.

The Series 2026 Project has been leased by the Issuer to the County on an annually renewable basis and with an option to purchase, exercisable by the County, pursuant to the terms of a Master Lease Agreement dated as of November 1, 2021 (the “Original Master Lease”) as previously supplemented and as further supplemented by a Second Amendment to Master Lease Agreement dated as of April 1, 2026 (the “Second Amendment to Master Lease” and together with the Original Master Lease, the “Lease”) between the Issuer and the County. Payments by the County under the Lease may be made only from funds which are budgeted and appropriated by the County for such purpose. Except to the extent payable from the proceeds of the Series 2026 Bonds and income from the investment thereof, the proceeds of certain insurance policies, performance bonds, condemnation awards and liquidation proceeds, if any, the Series 2026 Bonds are payable solely from, and are secured by a pledge of, rentals derived by the Issuer under the Lease. The Indenture provides that the Series 2026 Bonds and the interest thereon (i) are not general obligations, but are special, limited obligations of the Issuer, (ii) do not constitute an indebtedness of the County within the meaning of any constitutional provision or statutory limitation, and (iii) do not constitute or give rise to a pecuniary liability of the County or a charge against the general credit or taxing powers of the County. Neither the County nor the Issuer on its behalf has pledged the credit of the County to the payment of the Series 2026 Bonds or the interest thereon or rentals under the Lease.

Regarding questions of fact material to the opinions below, we have relied on the representations of the Issuer contained in the Indenture, on the certified proceedings and other certifications of representatives of the Issuer and the County and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based on the foregoing, we are of the opinion that:

1.       The Issuer is a validly existing nonprofit corporation incorporated and existing pursuant to the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, the Utah Code Annotated 1953, as amended and as provided in the Local Building Authority Act Title 17D, Chapter 2, Utah Code Annotated 1953, as amended with the power to execute the Indenture and perform the agreements on its part contained therein, and issue the Series 2026 Bonds.

2. The Indenture has been authorized, executed and delivered by the Issuer and constitutes a valid and binding obligation enforceable against the Issuer.

3. The Lease has been authorized, executed and delivered by the County and the Issuer, and constitutes a valid and binding obligation enforceable against the County and the Issuer.

4. The Series 2026 Bonds have been duly authorized and executed by the Issuer and are valid and binding limited obligations of the Issuer and the Series 2026 Bonds do not constitute a general obligation indebtedness of the Issuer or the County within the meaning of any State constitutional or statutory provision, limitation, or restriction. The Issuer has no taxing power.

5. The interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer and the County comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer and the County have covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds.

6. The interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

The rights of the owners of the Series 2026 Bonds and the enforceability of the Series 2026 Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding (a) the accuracy, adequacy or completeness of the Official Statement or other offering material relating to the Series 2026 Bonds, except as may be set forth in our supplemental opinion of even date herewith, (b) the attachment, perfection, or priority of the lien on the rentals derived by the Issuer under the Lease or other funds created by the Indenture, or (c) the tax consequences arising with respect to the Series 2026 Bonds other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

Respectfully submitted,

## APPENDIX D

### PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Disclosure Undertaking”) is executed and delivered by Wasatch County, Utah (the “County”) in connection with the issuance of the Municipal Building Authority of Wasatch County, Utah Lease Revenue and Refunding Bonds, Series 2026 in the aggregate principal amount of \$[\_\_\_\_\_] (the “Series 2026 Bonds”). The Series 2026 Bonds are being issued pursuant to a General Indenture of Trust dated as of November 1, 2021, as previously supplemented and as further supplemented by a Third Supplemental Indenture of Trust dated as of April 1, 2026 (collectively, the “Indenture”), by and between the Municipal Building Authority of Wasatch County, Utah (the “Issuer”) and Zions Bancorporation, National Association, as trustee (the “Trustee”), a resolution of the Issuer adopted on January 21, 2026, and a resolution of the County adopted on January 21, 2026.

The County covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the County for the benefit of the Bondholders and Beneficial Owners of the Series 2026 Bonds and in order to assist the Participating Underwriter in complying with the Rule (each as defined below). The County acknowledges that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Disclosure Undertaking, and has no liability to any person, including any holder or Beneficial Owner of the Series 2026 Bonds, with respect to any such reports, notices or disclosures. The County represents that it will be the only obligated person with respect to the Series 2026 Bonds at the time the Series 2026 Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after issuance of the Series 2026 Bonds.

Section 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories, or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean, initially, the County, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Financial Obligation” means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board, the address of which is the address of which is currently 1300 I Street, NW, Suite 1000, Washington D.C. 20005; Telephone (202) 838-1500; the current website address of which is [www.msrb.org](http://www.msrb.org) and [www.emma.msrb.org](http://www.emma.msrb.org) (for municipal disclosures and market data).

“Official Statement” shall mean the Official Statement of the Issuer dated [\_\_\_\_\_] , 2026 relating to the Series 2026 Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2026 Bonds required to comply with the Rule in connection with the offering of the Series 2026 Bonds.

“Rule” shall mean Rule 15c2–12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to, not later than nine months (September 30) following the end of each fiscal year of the Issuer (presently December 31) commencing with the fiscal year ending December 31, 2025, provide to the MSRB in electronic format an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than 15 business days prior to said date, the County shall provide the Annual Report to the Dissemination Agent (if other than the County). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide an Annual Report to the MSRB by the date required in subsection (a) or the Dissemination Agent has not received a copy to file by such date, the County or the Dissemination Agent shall, in a timely manner, provide a notice of failure to file the Annual Report to the MSRB in an electronic format.

(c) The County or the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) if the Dissemination Agent is other than the County, file a report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports.

(a) The Annual Report shall contain or incorporate by reference the following:

(i) A copy of the County’s annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If the County’s audited annual financial statements are not available by the time specified in 3(a) above, unaudited financial statements will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

(ii) An update of the information of the type contained in the Official Statement in the tables under the headings, “MUNICIPAL BUILDING AUTHORITY OF WASATCH COUNTY, UTAH—Debt Issuance of Lease Revenue Bonds,” “DEBT STRUCTURE OF WASATCH COUNTY, UTAH—Overlapping and Underlying General Obligation Debt of the County,” “—Debt Ratios Regarding General Obligations Debt of the County,” “FINANCIAL INFORMATION REGARDING WASATCH COUNTY, UTAH—Five-Year Financial Summaries.”

(b) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the Rule), which have been submitted to the public on the Internet website of the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County shall clearly identify each such document incorporated by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the County shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2026 Bonds in a timely manner not more than ten (10) business days after the event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2026 Bonds;
- (vi) Defeasances;
- (vii) Tender offers;
- (viii) Bankruptcy, insolvency, receivership or similar proceedings;
- (ix) Rating changes; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County or the Issuer, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the County shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2026 Bonds in a timely manner not more than 10 business days after the Listed Event, if material:

- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
- (ii) Appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent;
- (iii) Non-payment related defaults;
- (iv) Modifications to the rights of the owners of the Series 2026 Bonds;
- (v) Series 2026 Bond calls;
- (vi) Release, substitution or sale of property securing repayment of the Series 2026 Bonds; or
- (vii) Incurrence of a Financial Obligation of the County or Issuer or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County or the Issuer, any of which affect security holders.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the County shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the County has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the County shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the County determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the County shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the County to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format in a timely manner not more than ten (10) business days after the Listed Event.

Section 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Undertaking shall terminate upon the earlier of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Series 2026 Bonds; (ii) the date that the County shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written Agreement are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Series 2026 Bonds.

Section 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. Amendment, Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the County and the Dissemination Agent may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, without the consent of the holders of the Series 2026 Bonds, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws to the effect that such amendment or waiver does not, in and of itself, cause the Agreements herein to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The County will provide notice of such amendment or waiver to the MSRB.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the County shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any holder or Beneficial Owner of the Series 2026 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2026 Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the County, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Series 2026 Bonds and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: \_\_\_\_\_, 2026.

(SEAL)

WASATCH COUNTY, UTAH

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Chair

ATTEST:

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Clerk-Auditor

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## APPENDIX E

### BOOK-ENTRY SYSTEM

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at <http://www.dtcc.com>.

Purchases of 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2026 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2026 Bonds, except in the event that use of the book-entry system for the 2026 Bonds is discontinued.

To facilitate subsequent transfers, all 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2026 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of 2026 Bonds may wish to ascertain that the nominee holding the 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2026 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns

Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2026 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2026 Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2026 Bond certificates will be printed and delivered to DTC.

*The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.*

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