

WASATCH PEAKS RANCH ROAD AND FIRE DISTRICT

4175 N Morgan Valley Drive
Morgan, UT 84050

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, August 22, 2023
TIME: 5:00 p.m.
LOCATION: Bar W Lodge
4175 N Morgan Valley Drive
Morgan, UT 84050

You can also attend the meeting in the following ways:

- 1. Online Microsoft Teams Meeting via link below:

ACCESS:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTc0ZTMyNTetYTNIZS00YmZkLTkyYzMtYTFIN2FmNmY2YzY5%40thread.v2/0?context=%7b%22Tid%22%3a%223e95e77c-c839-42d7-a767-aac8531785ff%22%2c%22Oid%22%3a%2202bbcf16-6e6d-4e0a-b995-c32f747a24c3%22%7d

Meeting ID: 7225 969 653 610
Passcode: Guje6i

BOARD OF TRUSTEES

Gary Derck
Vance Bostock
Ed Schultz

PUBLIC NOTICE is hereby given that the Board of Trustees (the “Board”), of WPR Road and Fire District (the “District”), will hold a meeting of the Board on Tuesday, August 22, 2023, commencing at 5:00 p.m., at the Bar W Lodge located at 4175 N. Morgan Drive, Morgan, Utah, 84050 and via Microsoft Teams, at which time the Board shall proceed according to the following agenda:

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Confirm quorum, location of meeting and posting of meeting notices.

- C. Public comment.

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

- E. Discuss 2024 Board meeting schedule.

II. FINANCIAL MATTERS

- A. Review and consider acceptance of Unaudited Financial Statements as of June 30, 2023 (enclosed).
- B. Review and consider approval and ratification of claims (enclosed).

III. MANAGER MATTERS

IV. OPERATIONAL MATTERS

- A. Review and consider approval of Interlocal Agreement Providing for Joint Consulting Engineering Services by and between the District and the WPR Utility District (enclosed).
- B. Review and consider approval of Resolution No. 2023-08-01 Authorizing the Execution of the Interlocal Agreement Providing for Joint Consulting Engineering Services (enclosed).
- C. Discuss residential sewer and water inspections.
- D. Discuss Will-Serve Letters and addressed entities.

V. LEGAL MATTERS

VI. BOARD MEMBER MATTERS

VII. OTHER BUSINESS

VIII. ADJOURNMENT

[This notice to be posted at the District office, published on the Utah Public Notice Website, and a copy sent to the Ogden Standard Examiner at least 24 hours prior to the meeting.]

District Clerk

WASATCH PEAKS RANCH ROAD & FIRE DISTRICT

June 30, 2023
Financial Highlights
As of August 10, 2023

Listed below are some noteworthy items as they relate to the June 30, 2023 Financial Statements of the District:

- In fiscal year 2023, the District collected \$44,552 in tax revenue. This exceeded the annual budget by \$21,745 due to uniform fees on personal property which are collected by the County and remitted to the District on a monthly basis. The budget did not include an amount for uniform fees.
- The District budgeted \$100,000 for usage and drainage fees. These are anticipated to be collected annually however were not charged in FY23 as the District does not yet own the facilities and infrastructure.
- Total expenditures for the year were \$480,362 compared to an original annual budget of \$166,228. An amended budget will be proposed at an upcoming meeting. The primary variances are as follows:
 - District management services totaled \$7,561 which is reflected as a negative variance, however the other professional services budget of \$15,000 covers the district management costs.
 - Portable water tanks were budgeted at \$75,000 for FY23 and the actual cost incurred was \$58,500.
 - Equipment purchases of \$343,607 include the fire truck and can-am that the Developer purchased on behalf of the District. The District recognized these costs in the current fiscal year. This is the primary cause of the necessary budget amendment.
- The District recognized Developer advances of \$430,261 in FY23 which primarily consists of costs paid directly by the Developer for equipment purchases. Although reported as a revenue on the fund basis statements, this amount constitutes a long term liability of the District and is eligible for reimbursement in the future with available revenues.

WASATCH PEAKS RANCH ROAD & FIRE DISTRICT
FINANCIAL STATEMENTS
JUNE 30, 2023

WASATCH PEAKS RANCH ROAD & FIRE DISTRICT
 BALANCE SHEET - GOVERNMENTAL FUNDS
 JUNE 30, 2023

		General
ASSETS		
Cash - Checking	\$	51,300
Receivable from County Treasurer		1,143
TOTAL ASSETS	\$	52,443
LIABILITIES AND FUND BALANCES		
CURRENT LIABILITIES		
Accounts payable	\$	13,051
Total Liabilities		13,051
FUND BALANCES		
Total Fund Balances		39,392
TOTAL LIABILITIES AND FUND BALANCES	\$	52,443

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted

WASATCH PEAKS RANCH ROAD & FIRE DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED JUNE 30, 2023

6

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 22,807	\$ 44,552	\$ 21,745
Fire Usage Fees	25,000	-	(25,000)
Road Usage Fees	50,000	-	(50,000)
Storm Drainage Fees	25,000	-	(25,000)
TOTAL REVENUES	<u>122,807</u>	<u>44,552</u>	<u>(78,255)</u>
EXPENDITURES			
Accounting	12,000	9,946	2,054
Software	-	757	(757)
Dues and membership	-	786	(786)
Insurance	5,000	5,131	(131)
District management	-	7,561	(7,561)
Other professional fees	15,000	4,685	10,315
Legal	20,000	11,211	8,789
Fuel and lubricants	3,000	-	3,000
Training and safety	5,000	-	5,000
Radio communications - portable	31,228	30,067	1,161
Portable water tanks	75,000	58,500	16,500
Equipment purchases	-	343,607	(343,607)
Utilities	-	516	(516)
Operation supplies	-	423	(423)
Miscellaneous	-	2,974	(2,974)
Banking fees	-	253	(253)
Repairs and maintenance	-	3,945	(3,945)
TOTAL EXPENDITURES	<u>166,228</u>	<u>480,362</u>	<u>(314,134)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(43,421)</u>	<u>(435,810)</u>	<u>(392,389)</u>
OTHER FINANCING SOURCES (USES)			
Developer advance	43,421	430,261	386,840
TOTAL OTHER FINANCING SOURCES (USES)	<u>43,421</u>	<u>430,261</u>	<u>386,840</u>
NET CHANGE IN FUND BALANCES	<u>-</u>	<u>(5,549)</u>	<u>(5,549)</u>
FUND BALANCES - BEGINNING	<u>-</u>	<u>44,940</u>	<u>44,940</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ 39,391</u>	<u>\$ 39,391</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

WPR Road and Fire District
 Schedule of Developer Funding
 Updated as of June 30, 2023

<u>Summary of Developer Funding:</u>	<u>Operations Fund</u>
Administrative & operating expenditures FY23	\$ 3,942.91
Legal services FY23	1,689.25
Utilities FY23	515.82
Radio Purchase	30,462.60
Water Tank Purchase	58,500.00
Fire Truck	308,202.56
Can-Am	26,948.29
Totals	\$ 430,261.43

WPR Road and Fire District
Interim Claims
May 19, 2023 - August 17, 2023

Process Date	Vendor	Payment Method	Amount
6/7/2023	Blue Line Technologies, Inc.	BILL EFT	\$ 42.20
6/7/2023	CliftonLarsonAllen LLP	BILL Check	4,717.65
6/7/2023	Clyde Snow Sessions	BILL Check	5,607.75
6/7/2023	Streamline	BILL Check	100.00
6/15/2023	Commercial Tire	BILL Check	446.23
8/10/2023	Blue Line Technologies, Inc.	BILL EFT	42.20
8/10/2023	CliftonLarsonAllen LLP	BILL EFT	3,445.05
		Grand Total	<u>\$ 14,401.08</u>

FIRST DISCUSSION DRAFT – 27 July 23 (DBR)

**INTERLOCAL AGREEMENT
Providing for Joint Consulting Engineering Services**

THIS INTERLOCAL AGREEMENT (“*Agreement*”), is made and entered into as of this _____ day of _____, 2023 (the “*Effective Date*”), pursuant to authority of the Interlocal Co-Operation Act, §11-13-1, *et seq.*, U.C.A., 1953, as amended, by and between the **WPR Utility District**, a special district organized and existing pursuant to the provisions of § 17B-1-101, *et seq.*, U.C.A., 1953, as amended (hereinafter the “*The Utility District*”), and **WPR Road and Fire District**, a special district organized and existing pursuant to the provisions of § 17B-1-101, *et seq.*, U.C.A., 1953, as amended (hereinafter the “*R&F District*”). The Utility District and the R&F District are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

WHEREAS, the Utility District and the R&F District (sometimes referred to herein individually as a “*District*”) and collectively as the “*Districts*”), are both special districts authorized to provide public services to the inhabitants of Wasatch Peaks Ranch, a new real estate development being developed in Morgan County, Utah (the “*WPR Project*”); and

WHEREAS, the Utility District and the R&F District are both in need of consulting engineering services in connection with the review and approval of design plans and specifications, inspections, and cost evaluations pertaining to the construction, installation and acceptance of public improvements to be transferred to the respective districts by the developer of the WPR Project, and related engineering services (“*Engineering Services*”); and

WHEREAS, pursuant to the provisions of the Utah Interlocal Co-Operation Act § 11-13-1, *et seq.*, U.C.A., 1953, as amended (the “*Act*”), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Act; and

WHEREAS, the respective boards of trustees of the Utility District and the R&F District have found and determined that inasmuch as: (i) the Districts provide public services to the same inhabitants within the limited geographical area of the WPR Project; (ii) the same individuals have been duly appointed to the boards of trustees of both Districts and are administered by the same management consultant; and (iii) there are economies of scale in having the same consulting engineering firm provide services to both Districts in terms of familiarity with all public facilities being developed within the WPR Project and personnel common to both the developer of Wasatch Peaks Ranch and the Districts; and

WHEREAS, the respective boards of trustees of the Utility District and the R&F District have determined that it is in the best interest of both Districts, for the present time, to jointly retain the same consulting engineer for the purpose of providing engineering services to both Districts, in conformance with the provisions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

FIRST DISCUSSION DRAFT – 27 July 23 (DBR)**AGREEMENT:**

1. JOINT CONSULTING ENGINEERING SERVICES. The Parties hereby agree that the consulting engineer currently retained by the Utility District shall be retained to jointly provide consulting engineering services to the R&F District during the pendency of the current consulting engineering contract, and that upon expiration of said contract, the two District's shall jointly procure and contract with the same consulting engineering firm to provide engineering services to the Districts during the Term hereof as defined below.
2. PAYMENT FOR CONSULTING ENGINEERING SERVICES. The engineering firm retained by the Districts shall be required to separately account for the engineering services provided to each District and each District shall be invoiced separately for such services. The cost of any engineering services that are equally applicable to both Districts shall be shared equally between the two Districts and shall be invoiced by the consulting engineer accordingly.
3. ENTIRE AGREEMENT; BINDING EFFECT. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements, understandings, statements, representations and warranties, oral or written, express or implied, by and among the Parties and their respective affiliates, representatives and agents in respect of the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest and assigns.
4. AMENDMENTS. This Agreement may only be changed, modified or amended upon mutual written agreement of the Parties.
5. NO THIRD-PARTY BENEFIT. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third-party.
6. NO SEPARATE LEGAL ENTITY. No separate legal entity is created by this Agreement.
7. TERM OF THE AGREEMENT. This Agreement shall continue for a term of 5 years, unless extended upon mutual written agreement of the Parties.
8. ASSIGNMENT. No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from the other Party, which consent shall not be unreasonably withheld, conditioned or delayed so long as the assignee thereof shall reasonably be expected to be capable and willing to perform the duties and obligations being assigned.
9. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties agree as follows:
 - (a) Pursuant to the provisions of Section 11-13-202.5 of the Interlocal Cooperation Act, this Agreement shall be authorized and adopted by a resolution of the board of trustees of both Districts;

FIRST DISCUSSION DRAFT – 27 July 23 (DBR)

(b) Pursuant to the provisions of Section 11-13-202.5(3) of the Interlocal Cooperation Act, this Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party; and

(c) Pursuant to the provisions of Section 11-13-209 of the Interlocal Cooperation Act, executed copies of this Agreement shall immediately be deposited with and remain in the official records of each District during the effective term hereof.

10. AUTHORITY TO BIND. Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first set forth above.

WPR UTILITY DISTRICT

Board Chair

APPROVED AS TO FORM:

District's Attorney

WPR ROAD AND FIRE DISTRICT

Board Chair

APPROVED AS TO FORM:

District's Attorney

WPR ROAD AND FIRE DISTRICT

RESOLUTION 2023-08-01

A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT PROVIDING FOR JOINT CONSULTING ENGINEERING SERVICES

WHEREAS, the Board of Trustees has determined it to be in the best interest of the WPR Road and Fire District (the “*District*”), to enter into that certain Interlocal Agreement Providing for Joint Consulting Engineering Services (the “*Interlocal Agreement*”), with the WPR Utility District, which provides, for the present time, that both Districts shall jointly retain the same consulting engineer for the purpose of providing consulting engineering services to both Districts in connection with the review and approval of design plans and specifications, inspections, and cost evaluations pertaining to the construction, installation and acceptance of public improvements to be transferred to the respective Districts by the developer of the Wasatch Peaks Ranch Project, and related engineering services; and

WHEREAS, applicable Utah law requires that the Interlocal Agreement be authorized and adopted by a resolution of the District’s Board of Trustees (the “*Board*”);

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The District hereby adopts the Interlocal Agreement, and the Board Chair is hereby authorized to execute the same on behalf of the District.
2. A certified copy of this resolution, together with the Interlocal Agreement, shall forthwith be deposited with and remain in the official records of the District.

Dated this ____ day of _____, 2023.

WPR ROAD AND FIRE DISTRICT

By: _____
Vance Bostock, Chair, Board of Trustees

CERTIFICATION

I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Board of Trustees of WPR Road and Fire District on the ____ day of _____, 2023.

Mitchell Lee, District Clerk