

# WASATCH PEAKS RANCH UTILITY DISTRICT

36 S. State Street  
Suite 500  
Salt Lake City, UT 84111

## NOTICE OF SPECIAL MEETING AND AGENDA

**DATE:** Tuesday, March 26, 2024

**TIME:** 5:15 p.m.

**LOCATION:** 36 S. State Street  
Suite 500  
Salt Lake City, UT 84111

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\\_OGNjMGVIYzQtYmRjMy00ZjNmLWlzMjMtYjExNjQ4NmQ1ODhh%40thread.v2/0?context=%7b%22id%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%225b9f6fa2-e9dd-42cc-bfd8-f7dd2ed196a6%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGNjMGVIYzQtYmRjMy00ZjNmLWlzMjMtYjExNjQ4NmQ1ODhh%40thread.v2/0?context=%7b%22id%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%225b9f6fa2-e9dd-42cc-bfd8-f7dd2ed196a6%22%7d)

- 2. To join via telephone, dial 720-547-5281 and enter the following information:  
Conference ID: 353 827 842#

**BOARD OF TRUSTEES**  
Gary Derck  
Vance Bostock  
Ed Schultz

PUBLIC NOTICE is hereby given that the Board of Trustees (the “Board”), of WPR Utility District (the “District”), will hold a meeting of the Board on Tuesday, March 26, 2024, commencing at 5:15 p.m., at 36 South State Street, Suite 500, Salt Lake City, Utah, 84111 and via Microsoft Teams, at which time the Board shall proceed according to the following agenda:

*“As the Chair of the Board of Trustees of the WPR Utility District, I hereby call this regular meeting of the Board to order at 5:15 P.M. on Tuesday, March 26, 2024, at 36 S State Street, Suite 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah’s Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.”*

### **I. ADMINISTRATIVE MATTERS**

- A. Call to order.
- B. 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.

- C. Review and consider approval of minutes from February 27, 2024 regular meeting (enclosure).

**II. FINANCIAL MATTERS**

- A. Approve and/or ratify approval of payment of claims (enclosure).
- B. Conduct public hearing on the amendment of the budget for calendar year 2024 and consider adoption of the same (enclosure).

**III. OPERATIONAL MATTERS**

**IV. MANAGER’S MATTERS**

- A. Discuss utilization of website.
- B. Review and consider approval of CliftonLarsonAllen LLP Master Services Agreement and related Statements of Work for 2024 (enclosure).

**V. LEGAL MATTERS**

**VI. TRUSTEES’ MATTERS**

**VII. OTHER BUSINESS**

**VIII. ADJOURNMENT**

**[This notice to be posted at the District office, published on the Utah Public Notice Website at least seven days prior to the meeting.]**

*Mitchell Lee*

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District Clerk

## RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF TRUSTEES OF THE  
WASATCH PEAKS RANCH UTILITY DISTRICT (THE “DISTRICT”)  
HELD  
FEBRUARY 27, 2024

A special meeting of the Board of Trustees of the Wasatch Peaks Ranch Utility District (referred to hereafter as the “Board”) was convened on Tuesday, February 27, 2024, at 5:15 p.m., at 36 S. State Street, Suite 500, Salt Lake City, Utah 84111. This District Board meeting was also held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

#### Trustees In Attendance Were:

Vance Bostock, Chair (via Microsoft Teams)  
Ed Schultz, Vice Chair  
Gary Derck, Secretary

#### Also, In Attendance Were:

Shelby Clymer, CliftonLarsonAllen LLP (“CLA”) (via Microsoft Teams)  
Mitchell Lee, District Clerk  
Evan Tufts, District Treasurer (via Microsoft Teams)  
D. Brent Rose, Clyde Snow & Sessions, P.C. (via Microsoft Teams)  
Nate Bell, WPR Development Company (via Microsoft Teams)  
Jenny Robinson; Wasatch Peaks Ranch

### ADMINISTRATIVE MATTERS

**Call to Order:** The meeting was called to order at 5:33 p.m. by Trustee Bostock, who recited the following:

*“As the Chair of the Board of Trustees of the WPR Road and Fire District, I hereby call this regular meeting of the Board to order at 5:33 P.M. on February 27, 2024, at 36 S State Street, Suite 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah’s Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.”*

**Public Comment:** The Chair noted that there was no one from the public in attendance or participating electronically.

#### **Minutes from October 31, 2023 Special Meeting and December 27, 2023**

**Special Meeting:** Following discussion, Trustee Derck made a motion to approve the Minutes from October 31, 2023 Special Meeting and December 27, 2023 Special Meeting. Trustee Bostock seconded the motion. The motion passed unanimously.

## RECORD OF PROCEEDINGS

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### FINANCIAL MATTERS

**Payment of Claims:** Ms. Clymer reviewed the claims with the Board. Following review, Trustee Schultz made a motion to ratify approval of the payment of claims in the amount of \$1,292,466.74. Trustee Derck seconded the motion. The motion passed unanimously.

**December 31, 2023 Unaudited Financial Statements:** Ms. Clymer reviewed the financial statements with the Board. Following review, Trustee Derck made a motion to accept the December 31, 2023 Unaudited Financial Statements. Trustee Schultz seconded the motion. The motion passed unanimously.

**Proposed Amendment to the Operating and Capital Budget for Calendar Year 2023 and Set a Public Hearing to take Public Comment on the Same:** The Board discussed statutory requirements to amend a budget. Trustee Derck made a motion to set a public hearing to take public comment on the proposed amendment to the operating and capital budget for fiscal year ending June 30, 2024 on March 26, 2023 at 5:30 p.m. Trustee Schultz seconded the motion. The motion passed unanimously.

**7% Interest Rate for Section 8 of the Funding and Reimbursement Agreement:** Following discussion, the Board deferred approval, noting that it is not needed at this time.

### OPERATIONAL MATTERS

**Residential Water and Sewer and Specifications / Inspection Guidelines:** Following discussion, Trustee Derck made a motion to ratify approval of Residential Water and Sewer and Specifications / Inspection Guidelines. Trustee Schultz seconded the motion. The motion passed unanimously.

**Cross Connection Control Policy:** Following discussion, Trustee Derck made a motion to approve the Cross Connection Control Policy. Trustee Schultz seconded the motion. The motion passed unanimously.

**Cross Connection Control Ordinance:** Following discussion, Trustee Derck made a motion to approve a resolution approving the Cross Connection Control Ordinance. Trustee Schultz seconded the motion. The motion passed unanimously. Attorney Rose will reformat the document accordingly.

### MANAGER MATTERS

**Utilization of Website:** This item was deferred. Mr. Miller will provide recommendations for utilization moving forward at a future meeting.

**CliftonLarsonAllen LLP Master Services Agreement and related Statements of Work for 2024:** This item was deferred.

### LEGAL MATTERS

**First Amendment to Easement Agreement between Wasatch Peaks Ranch, LLC and WPRUD:** Following review and discussion, Trustee Derck made a motion to approve and ratify the execution of the First Amendment to Easement

**RECORD OF PROCEEDINGS**

Agreement between Wasatch Peaks Ranch, LLC and WPRUD. Trustee Schultz seconded the motion. The motion passed unanimously.

**Easement Agreement between Wasatch Peaks Ranch North Village Condominium Owners Association, INC and WPRUD:** Following review and discussion, Trustee Derck made a motion to approve and ratify the execution of the Easement Agreement between Wasatch Peaks Ranch North Village Condominium Owners Association, INC and WPRUD. Trustee Schultz seconded the motion. The motion passed unanimously.

TRUSTEES’  
MATTERS

None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, Trustee Derck motioned to adjourn the meeting at 5:54 p.m. Trustee Schultz seconded the motion. The motion passed unanimously.

Respectfully submitted,

By \_\_\_\_\_  
District Chair

Attest:  
\_\_\_\_\_  
District Clerk

Wasatch Peaks Ranch Utility District  
Interim Claims  
February 22, 2024 - March 19, 2024

Process Date	Vendor	Payment Method	Amount
2/28/2024	CliftonLarsonAllen LLP	BILL EFT	\$ 1,837.50
2/28/2024	Streamline	BILL Check	50.00
3/8/2024	All West Communications	Vendor Direct Virtual Card	119.23
3/8/2024	CliftonLarsonAllen LLP	BILL EFT	540.23
3/8/2024	Clyde Snow & Sessions	Vendor Direct Virtual Card	1,396.48
3/8/2024	Rocky Mountain Power	BILL Check	14,025.55
3/8/2024	SKM Engineering, LLC	BILL Check	922.62
			<u>\$ 18,891.61</u>

**WASATCH PEAKS RANCH UTILITY DISTRICT  
GENERAL FUND  
FISCAL YEAR 2024 AMENDED BUDGET**

	BUDGET FY2024	AMENDED FY2024
BEGINNING FUND BALANCE	\$ 63,152	\$ 62,609
<b>REVENUES</b>		
Property taxes	141,632	141,632
Water connection fees	355,000	355,000
Water usage fees	941,570	941,570
Construction water usage fees	67,500	67,500
Developer advance	1,194,058	1,194,058
Contribution of infrastructure	-	57,262,877
Total revenues	<u>2,699,760</u>	<u>59,962,637</u>
Total funds available	<u>2,762,912</u>	<u>60,025,246</u>
<b>EXPENDITURES</b>		
Water operating expenses		
Weber Basin annual contract	1,163,820	1,163,820
Contract operator	35,000	35,000
Construction inspector	40,000	40,000
Engineering	20,000	20,000
Training and safety	1,500	1,500
Tools	14,000	14,000
Equipment rental/purchase	32,500	32,500
Meter box costs	261,457	261,457
Construction water equipment	4,100	4,100
Emergency repair contractor	20,000	20,000
Operating supplies - system	20,000	20,000
Repairs and maintenance - wells	5,000	5,000
Repairs and maintenance - pump stations	5,000	5,000
Utilities	938,925	938,925
Water sampling	5,000	5,000
SCADA system	5,000	5,000
Sewer operating expenses		
200 ERU Standby	5,000	5,000
General and administrative		
Accounting	25,000	25,000
Banking fees	400	400
District management	22,000	22,000
Dues and membership	1,000	1,000
Professional fees	4,000	4,000
Billing	10,878	10,878
Insurance	3,000	3,000
Legal	20,000	20,000
Software	750	750
Contingency	74,976	74,976
Capital		
Recognition of contributed infrastructure	-	57,262,877
Total expenditures	<u>2,738,306</u>	<u>60,001,183</u>
Total expenditures and transfers out requiring appropriation	<u>2,738,306</u>	<u>60,001,183</u>
ENDING FUND BALANCE	<u>\$ 24,606</u>	<u>\$ 24,063</u>



CliftonLarsonAllen LLP  
<https://www.claconnect.com>

# Special Districts Master Services Agreement

Wasatch Peaks Ranch Utility District  
 36 South State Street, Suite 500, Salt Lake City, UT, 84111  
 MSA Date: October 15, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Wasatch Peaks Ranch Utility District (“you,” “your,” “board of trustees” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

## **Scope of professional services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

## **Board of trustee responsibilities**

The board of trustees of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of trustees of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of trustees of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

## **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate



the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

### **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

### **Other Fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

### **Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Utah law.

### **Limitation of remedies**

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Utah state statutes and case law.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we may pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments
  - ACH/Wire – we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of trustees to approve disbursements using the above methods.

- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash

**Board of Trustees' responsibilities relevant to CLA's access to your cash**

All members of your board of trustees are responsible for the processes below; however, we understand that you will designate one or more board of trustees to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of trustees will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

**Other provisions**

Except as expressly permitted by the “Consent” section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Utah Government Records Access and Management Act, Utah Code 63G-2 (“GRAMA”).

**Insurance:**

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of trustees and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance
- B. Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance
- F. Excess/Umbrella Liability Coverage

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those

normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

### **Annual Appropriation and Budget**

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of trustees and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

### **Governmental Immunity**

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Utah law.

### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data; an employer, student, or military identification number; or

a financial transaction device. CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

**CLA agrees to report within twenty-four (24) hours to the district’s board of trustees any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.**

#### **Consent to use financial information**

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Wasatch Peaks Ranch Utility District information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

#### **Technology**

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

#### **Counterpart Execution**

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

#### **Electronic Signatures**

The parties consent to the use of electronic signatures pursuant to Utah law, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

#### **MSA Modification**

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

**Termination of MSA**

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

**CliftonLarsonAllen LLP**

Shelby Clymer

Principal

303-265-7812

shelby.clymer@CLAconnect.com

**Response**

This MSA correctly sets forth the understanding of Wasatch Peaks Ranch Utility District and is accepted by:

**CLA**  
CliftonLarsonAllen LLP

*Shelby Clymer*

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Shelby Clymer, Principal

**SIGNED** 1/23/2024, 11:55:51 AM CST

**Client**  
Wasatch Peaks Ranch Utility District

SIGN:

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Vance Bostock, Board Chair

DATE:

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# Special Districts Public Management Services Statement of Work

Date: February 19, 2024

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Wasatch Peaks Ranch Utility District (“you,” “your,” “board of trustees” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

## **Scope of professional services**

Josh Miller is responsible for the performance of the engagement and other services identified in this agreement.

## **Scope of Management Services**

CLA will perform the following services for the district:

### **District Board of Trustees (“Board”) Meetings**

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of trustees
- Preparation and posting of notices required in conjunction with the meetings

### **Recordkeeping**

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of Utah Code 63G-2 Government Records Access and Management Act (GRAMA), addresses government records and the management of those records



**Communications**

- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

**General Administration**

- Coordination with district’s insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district’s board of trustees
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of trustees, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district’s rules and regulations as requested by the board

**Accounts Payable Services to be Provided**

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

**Fees and terms**

***Billing rates guaranteed through December 31, 2024:***

Services performed by	Rate per hour
-----------------------	---------------

Principal	\$320-\$460
Public Manager	\$190-\$265
Assistant Public Manager	\$150-\$180
Public Management Analyst	\$145-\$170
District Administrator	\$140-\$180
Records Retention Professional	\$110-\$155

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

### **Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

### **CliftonLarsonAllen LLP**

Josh Miller  
Principal  
7192847226  
josh.miller@claconnect.com

**Response**

This SOW correctly sets forth the understanding of Wasatch Peaks Ranch Utility District and is accepted by:

CLA  
CLA



---

Josh Miller, Principal

SIGNED 3/1/2024, 10:38:50 AM MST

**Client**

Wasatch Peaks Ranch Utility District

SIGN:

---

Vance Bostock, Board Chair

DATE:

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## Special Districts Preparation Statement of Work

Date: January 1, 2024

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Wasatch Peaks Ranch Utility District (“you,” “your,” “board of trustees” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

### **Scope of professional services**

Shelby Clymer is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

### **Ongoing normal accounting services:**

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of trustees
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of trustees and in accordance with state law
- At the direction of the board of trustees, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of trustees in monitoring actual expenditures against appropriation/budget
- If an audit or agreed-upon-procedures is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare a Small Entity Report
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of trustees' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
  - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW
  - These procedures may not satisfy district policies, procedures, and agreements' requirements

- Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
- Be available during the year to consult with you on any accounting matters related to the district
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of trustees
- Develop and track key business metrics as requested and review periodically with the board of trustees
- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report on cash flows
- Assist with bank communications
- Perform other non-attest services

#### **Preparation services - financial statements**

We will prepare the quarterly 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 if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

#### **Preparation services - annual**

If an audit or agreed-upon-procedures is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

**Preparation services – prospective financial information (i.e., unexpired budget information)**

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

**Engagement objectives and our responsibilities**

The objectives of our engagement are to:

- a) Prepare quarterly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your quarterly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Utah law based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Utah law.
- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.



- f) If applicable, we will complete the Small Entity Report in the form prescribed by the Utah Office of the State Auditor.

We will conduct our preparation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

### **Engagement procedures and limitations**

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Small Entity Report (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the quarterly financial statements, the annual budget, the Small Entity Report, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of trustees of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of trustees of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

### **No assurance statements**

The quarterly financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: "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 if applicable, For business type activities, the Statement of Cash Flows has been omitted".

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

### **Management responsibilities**

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S.

GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Utah law and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Utah law.

The Small Entity Report engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Small Entity Report in accordance with the requirements prescribed by the Utah Office of the State Auditor and assist management in the presentation of the Small Entity Report in accordance with the requirements prescribed by the Utah Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a)** The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Small Entity Report.
- b)** The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Utah law, and the preparation and fair presentation of the Small Entity Report (if applicable) in accordance with the requirements prescribed by the Utah Office of the State Auditor.
- c)** The presentation of the supplementary information.
- d)** The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Small Entity Report (if applicable) that are free from material misstatement, whether due to fraud or error.
- e)** The prevention and detection of fraud.
- f)** To ensure that the entity complies with the laws and regulations applicable to its activities.
- g)** The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h)** To provide us with the following:
  - i)** Access to all information relevant to the preparation and fair presentation of the financial

statements, and the annual budget, the Small Entity Report (if applicable) such as records, documentation, and other matters.

- ii) Additional information that may be requested for the purpose of the engagement.
- iii) Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Small Entity Report (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Small Entity Report (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the board treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

## **Fees and terms**

### ***Billing rates guaranteed through December 31, 2024:***

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and

administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

### **Use of financial statements, the annual budget, the Small Entity Report**

The financial statements, the annual budget, and the Small Entity Report (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Small Entity Report (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Small Entity Report (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Small Entity Report (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Small Entity Report (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

### **Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

### **CliftonLarsonAllen LLP**

Shelby Clymer

Principal

303-265-7812

shelby.clymer@CLAconnect.com

### **Response**

This SOW correctly sets forth the understanding of Wasatch Peaks Ranch Utility District and is accepted by:

**CLA**  
CliftonLarsonAllen LLP

*Shelby Clymer*

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Shelby Clymer, Principal

**SIGNED** 1/23/2024, 11:56:04 AM CST

**Client**  
Wasatch Peaks Ranch Utility District

SIGN:

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Vance Bostock, Board Chair

DATE:

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## Clymer, Shelby

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**From:** Clymer, Shelby  
**Sent:** Monday, February 26, 2024 1:53 PM  
**To:** Jenny Robinson  
**Cc:** Miller, Josh  
**Subject:** Rates - 2024

Hi Jenny,

As I suspected, the only bill rates that have changed as of 1/1/24 on our side are me and Josh. My bill rate went from \$360 to \$400 and Josh's went from \$300 to \$330. The other individuals working with us have a different cycle and any changes for them would go into effect on our side as of 7/1/24. Currently we have the following:

- Shelby Johnson as AP specialist - \$135
- Chad Johnson as staff accountant - \$125
- LaMont Harris as senior accountant - \$155
- Ashley Heidt as public analyst - \$150
- Rachel Alles as public analyst - \$150
- Natalis Herschberg as district administration - \$165

I am happy to discount Josh and my rates to what they were in 2023. I'm wondering if we could revisit discounting the rates right around fiscal year end depending on how things are progressing and if there continues to be improvements in our service. Is that something that you think you/the Board would be open to?

Feel free to give me a call to discuss further.

Thanks,  
 Shelby



**Shelby Clymer, CPA**  
 Principal  
 Business Operations (BizOps)  
**Direct 303-265-7812**  
 CLA (CliftonLarsonAllen LLP)  
[Shelby.Clymer@claconnect.com](mailto:Shelby.Clymer@claconnect.com)

*We'll get you there.*

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