WHEELER BASIN LOCAL DISTRICT

3925 E. Snowbasin Road
Huntsville, UT 84317

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Monday, May 6, 2024

TIME: 2:30 p.m.

LOCATION: 3925 E. Snowbasin Road
Huntsville, Utah 84317
And via Microsoft Teams

ACCESS: You can also attend the meeting in the following ways:

To join online, use the link below:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTFmOTM4Y2ItMjFmMy00NDE2LTgyYjMtN2M0N2U5OTk1NTZh%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%225b9f6fa2-e9dd-42cc-bfd8-f7dd2ed196a6%22%7d

To join by phone, call 720-547-5281 and enter phone conference ID: 447 165 011#

BOARD OF TRUSTEES

Jim Hill

Steve Issowits

Eric Ahern

PUBLIC NOTICE is hereby given that the Board of Trustees (the "Board"), of Wheeler Basin Local District (the "District"), will hold a meeting of the Board on Monday, May 6, 2024, commencing at 2:30 p.m., at 3925 E. Snowbasin Road Huntsville, Utah 84317 and via Microsoft Teams, at which time the Board shall proceed according to the following agenda.

I. ADMINISTRATIVE MATTERS

A. Call to order.

B. Review and consider approval of December 11, 2023 Minutes (enclosure).

II. FINANCIAL MATTERS

A. Review and consider acceptance of March 31, 2024 Unaudited Financial Statements (enclosure).

B. Review and consider approval of claims in the amount of $5,454.02 (enclosure).

III. MANAGERS MATTERS

A. Consider approval of surety bond in the amount of $5,000.00 (enclosure).

IV. OTHER BUSINESS

V. ADJOURNMENT

[This notice to be posted at the District office, published on the Utah Public Notice Website at least 24 hours prior to the meeting.]

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF TRUSTEES OF WHEELER BASIN LOCAL DISTRICT
(THE "DISTRICT")
HELD
DECEMBER 11, 2023

A special meeting of the Board of Trustees of the Wheeler Basin Local District (referred to hereafter as the "Board") was convened on Monday, December 11, 2023, at 2:45 p.m., at 3925 E. Snowbasin Road, Huntsville, Utah 84317. This District Board meeting was also held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Trustees In Attendance Were:
Jim Hill, Chair (via Microsoft Teams)
Steve Issowits
Eric Ahern

Also, In Attendance Were:
Shelby Clymer and Josh Miller, CliftonLarsonAllen LLP ("CLA") (via Microsoft Teams)
Ragen Mansfield, District Clerk
D. Brent Rose, Clyde Snow & Sessions, P.C. (via Microsoft Teams)

ADMINISTRATIVE MATTERS

Call to Order: The meeting was called to order at 3:18 p.m. by Chairman Hill, who recited the following:

> *"As the Chair of the Board of Trustees of the Wheeler Basin Local District, I hereby call this regular meeting of the Board to order at 3:18 P.M. on December 11, 2023, at 3925 E. Snowbasin Road, Huntsville, Utah 84317. 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."*

November 28, 2023 Minutes: Trustee Issowits noted a spelling error and requested the addition of a note under Financial Matters that discussion ensued regarding reducing administrative costs and the meeting schedule. Trustee Issowits made a motion to approve the November 28, 2023 Minutes, as amended. Trustee Ahern seconded the motion. The motion passed unanimously.

2024 Annual Meeting Schedule and Publication of Notice: Mr. Miller presented a schedule for 2024 meetings for the Board. Trustee Ahern made a motion to adopt a meeting schedule of meetings on May 6, 2024, November 4, 2024 and December 2, 2024 at 2:30 p.m. at 3925 E. Snowbasin Road Huntsville, Utah 84317 and via video teleconference. Trustee Issowits seconded the motion. The motion passed unanimously.

FINANCIAL MATTERS

Public Hearing on the Operating and Capital Budget for Calendar Year 2024 and Adoption of the Same: Ms. Clymer presented the operating and capital budget for calendar year 2024 to the Board. Trustee Issowits expressed his desire to reduce annual costs as much as possible.

Following review and discussion, Trustee Issowits made a motion to adopt the operating and capital budget for calendar year 2024 and to adopt the Resolution Adopting the Operating and Capital Budget for Calendar Year 2024. Trustee Ahern seconded the motion. The motion passed unanimously.

MANAGERS MATTERS

CliftonLarsonAllen LLP Master Services Agreement and Statement(s) of Work for 2024: Following review and discussion, Trustee Ahern made a motion to approve the CliftonLarsonAllen LLP Master Services Agreement and statement(s) of work for 2024, subject to final review by legal and Chairman Hill. Trustee Issowits seconded the motion. The motion passed unanimously.

OTHER BUSINESS

Attorney Rose noted Utah's legislature removed the reference to local district and changed it to special district. He noted the District may need to update its name in the future.

ADJOURNMENT

There being no further business to come before the Board at this time, Trustee Issowits made a motion to adjourn the meeting at 3:36 p.m. Trustee Ahern seconded the motion. The motion passed unanimously.

Respectfully submitted,

By _____
District Chair

Attest:

_____
District Clerk/Manager

WHEELER BASIN LOCAL DISTRICT

FINANCIAL STATEMENTS

MARCH 3**1**, 202**4**

Wheeler Basin Local District
Balance Sheet - Governmental Funds
March 31, 2024

	General	Total
Assets		
Checking Account	$ 4,243.27	$ 4,243.27
Total Assets	$ 4,243.27	$ 4,243.27
Liabilities		
Accounts Payable	$ 17,111.77	$ 17,111.77
Total Liabilities	17,111.77	17,111.77
Fund Balances	(12,868.50)	(12,868.50)
Liabilities and Fund Balances	$ 4,243.27	$ 4,243.27

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.

Wheeler Basin Local District
General Fund Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Period Ending March 31, 2024

	Annual Budget	Actual	Variance
Revenues			
Interest income	$ -	$ 1.06	$ (1.06)
Total Revenue	-	1.06	(1.06)
Expenditures			
Accounting	8,250.00	1,629.58	6,620.42
Insurance	2,500.00	-	2,500.00
District management	9,350.00	1,948.28	7,401.72
Legal	5,250.00	480.00	4,770.00
Miscellaneous	500.00	-	500.00
Website	120.00	-	120.00
Contingency	4,030.00	-	4,030.00
Total Expenditures	30,000.00	4,057.86	25,942.14
Other Financing Sources (Uses)			
Developer advance	30,000.00	-	30,000.00
Total Other Financing Sources (Uses)	30,000.00	-	30,000.00
Net Change in Fund Balances	-	(4,056.80)	4,056.80
Fund Balance - Beginning	3,000.00	(8,811.70)	14,811.70
Fund Balance - Ending	$ 3,000.00	$ (12,868.50)	$ 18,868.50

SUPPLEMENTARY INFORMATION

WHEELER BASIN LOCAL DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

On February 8, 2022, the County Commission of Weber County, Utah (the County), acting in its capacity as the creating authority for the Trappers Loop Water Improvement District (the District), adopted a resolution creating the District. On April 29, 2022, the Office of the Lieutenant Governor of the State of Utah issued a Certificate of Creation for the District.

The District was established to provide the operation of parks and recreation facilities or services, construction and maintenance of rights-of-way, including curb, gutter, sidewalk, streets, roads, water lines, sewer lines, storm drain lines, electricity, communication, natural gas, and street lighting, transportation, including public transit and providing streets and roads, and an energy efficiency upgrade, a renewable energy system, or electric vehicle charging infrastructure.

The District has no employees, and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Developer Advance

The District is in the development stage. As such, the operating and administrative expenditures will be funded by the Develop. Advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds or other legally available revenues. The District also anticipated receiving a developer advance as matching revenues for the grant proceeds received for the purpose of funding sewer infrastructure.

Expenditures

Administrative Expenditures

Administrative and operations expenditures include the estimated services necessary to maintain the District’s administrative viability such as legal, accounting, district management, insurance, and other administrative expenses.

Wheeler Basin Local District
Interim Claims
January 1, 2024 - April 30, 2024

Process Date	Vendor	Payment Method	Amount	
4/29/2024	CliftonLarsonAllen	BILL EFT	$	196.88
4/29/2024	CliftonLarsonAllen	BILL EFT		254.22
4/29/2024	CliftonLarsonAllen	BILL EFT		352.51
4/29/2024	CliftonLarsonAllen	BILL EFT		568.28
4/29/2024	CliftonLarsonAllen	BILL EFT		798.00
4/29/2024	CliftonLarsonAllen	BILL EFT		907.05
4/29/2024	CliftonLarsonAllen	BILL EFT		1,777.08
4/29/2024	Clyde Snow Sessions	Vendor Direct Virtual Card		560.00
4/29/2024	Streamline	BILL Check		40.00
			$	5,454.02

CNA SURETY

APPLICATION FOR INDIVIDUAL PUBLIC OFFICIAL BOND

The submission of this application by the Applicant and its owners is authorization to the Company to obtain a credit report on the Applicant and its owners. The Company reserves all rights and legal duties associated with this application and any and all bonds issued as a result; including, but not limited to the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding on the Applicant and its owners. This Agreement shall be in addition to and not in lieu of or in replacement of all other indemnity agreements.

Applicant Name (Exactly as shown on License or Bond) Please print or type				Social Security #	Date of Birth
Residence Address	(Street and Number)	(City)	(State)	(Zip)	(Telephone #)
Billing Address	(Street and Number)	(City)	(State)	(Zip)	(Telephone #)
Email Address		Amount of Bond		Effective Date	
Public Position		Years in Position	Previous Surety ☐ Yes ☐ No If yes, give name and reason for change.		
Complete Name and Address of Obligee/Public Entity					

Elected ☐ Appointed ☐	Date:	Term of Office:	Premium will be paid: ☐ Annually? ☐ for term?	Member #/Agency Customer ID (if applicable)

Please complete for bonds over $150,000

Will Applicant Sign Checks? ☐ Yes ☐ No	Is countersignature required? ☐ Yes ☐ No By Whom?	Regular Audits? ☐ Yes ☐ No By Whom?
Are bank accounts reconciled by someone not authorized to deposit or withdraw from the accounts? ☐ Yes ☐ No	Applicant's Net Worth $	Ever Discharged From any employment? ☐ Yes ☐ No Why?

For bonds over $500,000, please also provide signed indemnity, applicant's resume, agent's recommendation, and a copy of the most recent audit, including the auditor's report on controls.

Agent's Recommendation of Applicant

_____

_____

_____

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned applicant and indemnitors agree that an electronic signature, e-signature, eSignature, electronic image and/or digital copy of any signature shall be considered an original and shall be admissible in a court of law to the same extent as an original signature. The undersigned applicant and indemnitors hereby represent and warrant: (a) they have a substantial, material, and/or beneficial interest in obtaining bonds; (b) all information provided to the Company is true, accurate and complete; and (c) they hold the title shown with their signature and that they are authorized by the business entity to execute this document. The undersigned applicant and indemnitors authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

(1) To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due.
(2) **To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.**
(3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
(4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
(5) That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
(6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
(7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party.
(8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
(9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
(10) That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57103, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination.
(11) In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this _____ day of _____, _____

_____
"Indemnitor"

Agency _____

Address _____
Street

_____
City State Zip

Agent's Code ____ ____ – ____ ____ ____ ____ ____

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

AGENT: **Check here if this correspondence was previously faxed or emailed to CNA Surety.** ☐