

WPR UTILITY DISTRICT

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

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, July 22, 2025

TIME: 5:00 p.m.

LOCATION: 36 S. State St., Suite 500
Salt Lake City, UT 84111
And Via Microsoft Teams

ACCESS: To attend via Microsoft Teams Videoconference, use the below link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDM5MmUyZTktODZiNi00MzU3LWEwNDEtZDM3N2IwZGQ2ZjY2%40thread.v2/0?context=%7b%22Tid%22%3a%223e95e77c-c839-42d7-a767-aac8531785ff%22%2c%22Oid%22%3a%228d48df21-9763-40d0-ba52-983e5a92dcea%22%67d

BOARD OF Gary Derck

TRUSTEES: Ed Schultz
Jenny Robinson

PUBLIC NOTICE is hereby given that the Board of Trustees (the “Board”), of the WPR Utility District (the “District”), will hold a meeting of the Board on Tuesday, July 22, 2025, commencing at 5:00 p.m., at 36 S. State St., Ste. 500, Salt Lake City, Utah, 84111 and via Microsoft Teams, at which time the Board shall proceed according to the following agenda:

[FOR REFERENCE] “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 5:00 P.M. on Tuesday, July 22, 2025, 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 June 24, 2025, regular meeting (enclosure).

II. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims (enclosure).
- B. Update on the Tentative Budget for Fiscal Year 2025–2026 and discussion on scheduling a special meeting to amend prior to public hearing.
- C. Consider appointment of District Budget Officer (Evan Tufts).
- D. Review and consider approval of Engagement Letter with Hinton Burdick (enclosure).

III. MANAGER AND OPERATIONAL MATTERS

IV. LEGAL MATTERS

- A. Conduct a public hearing on the addition of propane as a District service and consider adoption of a resolution regarding the same (enclosure).
- B. Discussion of propane service proposals.

V. TRUSTEES' MATTERS

VI. OTHER BUSINESS

VII. ADJOURNMENT

[This notice to be posted at the District office, published on the Utah Public Notice Website, at least 7 days prior to the meeting.]

June 24, 2025, Meeting Minutes

MINUTES OF REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
WPR UTILITY DISTRICT (THE “DISTRICT”)
JUNE 24, 2025

A regular meeting of the Board of Directors of the WPR Utility District (referred to hereafter as the “Board”) was convened on Tuesday, June 24, 2025, at 5:00 p.m., at 36 S. State St., Ste. 500, Salt Lake City, UT 84111 and via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Trustees in attendance were:

Gary Derck

Ed Schultz

Jenny Robinson

Also, In Attendance Were:

Nic Carlson, CliftonLarsonAllen LLP (“CLA”)

Carley Herrick, Evan Tufts, Suzanne Bennett, Nathan Bell and Kelli Reid; Wasatch Peaks Ranch

Todd Godfrey; Hayes Godfrey Bell, P.C.

ADMINISTRATIVE MATTERS

Call to Order:

The meeting was called to order at 5:03 p.m. by Trustee Derck, who recited the following:

“As a Trustee of the Board of Trustees of the WPR Utility District, I hereby call this regular meeting of the Board to order at 5:03 P.M. on June 24, 2025, at 36 S. State St., Ste. 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:

None.

Minutes from May 27, 2025 Regular Meeting:

Trustee Derck reviewed the minutes with the Board. Following discussion, Trustee Robinson made a motion to approve the minutes from the May 27, 2025, regular meeting. Trustee Schultz seconded the motion. The motion passed unanimously.

Annual Meeting Schedule for the 2025-2026 Fiscal Year:

Trustee Derck reviewed the annual meeting schedule with the Board. Trustee Robinson

made a motion to approve the annual meeting schedule for the 2025-2026 fiscal year. Trustee Schultz seconded the motion. The motion passed unanimously.

FINANCIAL MATTERS

Payment of Claims:

Mr. Tufts and Ms. Bennett reviewed the claims with the Board. Following review, Trustee Robinson made a motion to approve the claims in the amount of \$50,164.79. Trustee Schultz seconded the motion. The motion passed unanimously.

Public Hearing and Adoption on the Amendment to the General Fund of the Budget for Fiscal Year 2024-2025:

Trustee Robinson made a motion to open the public hearing at 5:07 p.m. to consider an amendment to the General Fund of the Budget for Fiscal Year 2024-2025. Trustee Schultz seconded the motion. The motion passed unanimously.

Mr. Tufts reviewed the amendment with the Board. No public comments were received. Trustee Robinson made a motion to close the public hearing at 5:09 p.m. Trustee Schultz seconded the motion. The motion passed unanimously.

Following discussion, Trustee Schultz made a motion to adopt the Amendment to the General Fund of the Budget for Fiscal Year 2024-2025. Trustee Robinson seconded the motion. The motion passed unanimously.

Update on Fiscal Year 2025-2026 Tentative Budget:

Mr. Tufts reviewed the Fiscal Year 2025-2026 Tentative Budget with the Board. Discussion ensued regarding the prepayment of impact fees. Mr. Tufts and Ms. Herrick will research payment arrangements and discuss at a future Board meeting. No action was taken.

MANAGER'S MATTERS

Mr. Bell provided an update for the Board, noting that irrigation has commenced and Morgan County Fire coordination is ongoing.

OPERATIONAL MATTERS

None.

LEGAL MATTERS

Legal Services Agreement with Hayes Godfrey Bell:

Ms. Herrick reviewed the agreement with the Board. Following discussion, Trustee Schultz made a motion to approve the Legal Services Agreement with Hayes Godfrey Bell as presented. Trustee Robinson seconded the motion. The motion passed unanimously.

TRUSTEES' MATTERS

None.

OTHER BUSINESS

Ms. Herrick discussed the official District address and Mr. Bell stated he will confirm the address using the building permit.

ADJOURNMENT

There being no further business to come before the Board at this time, Trustee Schultz made a motion to adjourn the meeting at 5:35 p.m. Trustee Robinson seconded the motion. The motion passed unanimously.

Respectfully submitted,

By _____

District Chair

Attest:

By _____

District Clerk

Payment of Claims

WPR Utility District

For the period 6/17/2025-7/10/2025

Paid Claims

Date	Person/Description	Reference	Balance	Remarks
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(4,886.56)	PS2
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(3,436.26)	Well 1A
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(3,436.26)	Well 2A
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(2,972.19)	PS1
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(1,832.70)	Pump Station 3
6/19/2025	CLYDE SNOW & SESSIONS P.C. (v0000027)	2059	(1,131.50)	General Matters through 5/31/25
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(454.43)	Lift Station 1 - Sewer
6/19/2025	CLYDE SNOW & SESSIONS P.C. (v0000027)	2059	(288.50)	General through 5.31.25
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(247.38)	PS2
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(179.41)	Well 2A
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(179.40)	Well 1A
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(153.33)	PS1
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(119.22)	Tank 1
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(98.32)	Pump Station 3
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(75.54)	Tank 4
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(27.44)	Lift Station 1 - Sewer
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(25.35)	Intermediate Lift Station 1 -Sewer
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(0.73)	Tank 1
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(0.73)	Tank 4
6/19/2025	ROCKY MOUNTAIN POWER (v0000087)	9999061925	(0.69)	Intermediate Lift Station 1 -Sewer
6/23/2025	June 2025 Bank Fees		(13.35)	June 2025 Bank Fees
6/26/2025	ULINE, INC. (v0000240)	2060	(948.14)	Ranch - will be billed in clockify to gold road mirrors
6/26/2025	CLIFTONLARSONALLEN LLP (v0000514)	2061	(921.90)	District Management Sertvices through 5/30/25
6/26/2025	CORE & MAIN LP (v0000548)	2062	(732.46)	Club- will be added in clockify under village cart path (irrigation connection)
6/27/2025	WATERFORD SERVICES, LLC (v0000665)	9999062725	(1,588.80)	Accutab (60 lb pail) - water treatment (chlorine tablets)
6/30/2025	April and May 2025 Interco Reimbursement 6.30.25	6.30.25 ETL	(516.49)	April and May 2025 Interco Reimbursement 6.30.25
7/3/2025	USA BLUE BOOK (v0000623)	2064	(817.02)	Lithium Battery & Paint For Fire Hydrants
7/3/2025	USA BLUE BOOK (v0000623)	2064	(168.46)	Brushes & Paint for fire hydrants
7/3/2025	WEBER BASIN WATER CONSERVANCY DISTRICT (v0000061)	2063	(12.00)	May Lab Billing
7/7/2025	THOMAS P. TORONTO, GISP (v0000604)	9999070725	(3,120.00)	GIS Mapping
7/7/2025	WATERFORD SERVICES, LLC (v0000665)	9999070725	(794.40)	4 additional Accutab (60lb pail) - water treatment (chlorine tabs)
				<u>(29,178.96)</u>

Unpaid Claims

Vendor	Amount
There are no unpaid claims as of 7/10/2025	<u>-</u>

Hinton Burdick Engagement Letter

July 10, 2025

Board of Directors and Management
WPR Utility District
36 South State Street, Suite 500
Salt Lake City, UT 84111

The following represents our understanding of the services we will provide WPR Utility District.

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of WPR Utility District, as of June 30, 2025, and for the year then ended, and the related notes, which collectively comprise WPR Utility District's basic financial statements.

The objectives of our audit 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 opinion. 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 auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and 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.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI) such as management's discussion and analysis and budgetary comparison be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, 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. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements. As part of an audit in accordance with GAAS

and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. 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 controls.
- Obtain an understanding of the system of internal control 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 entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- 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, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about WPR Utility District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements.

Although we are currently in the planning stage of our audit, we have identified the following significant risks during our audit to date that require special audit consideration:

1. Management override of controls – a risk that is present in most audit engagements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of WPR Utility District's compliance with the provisions of

applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
 - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting, and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary

information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform we agree to perform the following:

- Prepare the financial statements and related notes.

We will not assume management responsibilities on behalf of WPR Utility District. However, we will provide advice and recommendations to assist management of WPR Utility District in performing its responsibilities.

WPR Utility District 's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the financial statements and related notes, previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.
- *Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Reporting

We will issue a written report upon completion of our audit of WPR Utility District 's basic financial statements. Our report will be addressed to Board of Directors and Management of WPR Utility District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to

complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing of internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit on approximately August 1, 2025 and to issue our report no later than September 30, 2025.

R. McKay Hall, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising HintonBurdick, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our price estimate for the financial audit, including out-of-pocket costs (such as report reproduction, postage, travel, etc.), will not exceed \$12,500.

The above prices are based on anticipated cooperation from your personnel, timely receipt of information, and the assumption that unexpected circumstances will not be encountered during the audit.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If your personnel are unavailable to provide assistance in a timely manner, if your staff are unavailable during our scheduled fieldwork dates or requested information has not been prepared, it substantially increases the work we have to do to complete the engagement within the established deadlines. The following circumstances will result in additional fees:

- Delivery of the trial balance less than a week before the established fieldwork dates will result in a minimum increase in fees of 10% over our original fee estimate.
- New versions of the trial balance or more than 8 required audit adjustments will result in a minimum increase in fees of 10% over our original fee estimate.
- If the entity is unable to provide requested information before the final day of scheduled fieldwork or a mutually agreed upon date, inconveniences could create additional fees of 10% over our original fee estimate.

Fees requested or required for additional accounting, consultation and non-audit services beyond the above listed circumstances will be billed in addition to the above fees and will be dependent on the level of service provided.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to periods for which we are not engaged as auditors.

It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Either party may terminate this Agreement at any time, and we reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final.

Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute, each party is giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to Board of Directors and Management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of HintonBurdick, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of HintonBurdick, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report of our firm is available on our website for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

HintonBurdick, PLLC

RESPONSE:

This letter correctly sets forth the understanding of WPR Utility District

Management Signature (required): _____

Name and Title: _____

Governance Signature (optional): _____

Name and Title: _____

Propane Services Resolution

RESOLUTION NO. 2025-01

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WPR UTILITY DISTRICT AUTHORIZING THE DISTRICT TO PROVIDE THE OPERATION OF A PROPANE SYSTEM WITHIN THE BOUNDARIES OF THE DISTRICT

WHEREAS, pursuant to Resolution CR-21-03, the County Commission of Morgan County on December 6, 2021, created the WPR Utility District as an independent local district of the state of Utah; and

WHEREAS, the District, by operation of law, has become a special district pursuant to the provisions of Utah law; and

WHEREAS, the District, in the interest of the public welfare, has determined it will benefit the residents of the District to provide a propane system to provide for the energy needs of properties within the District; and

WHEREAS, the District has held a public hearing and has solicited public comment relating to the operation of a propane system and now finds that it will benefit the residents of the district to operate and provide a propane system;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WPR UTILITY DISTRICT AS FOLLOWS:

Section 1. Authorization. The Board of Trustees of the WPR Utility District hereby authorizes the District to build and to provide a propane system in accordance with provisions of Utah law. The Board hereby directs the staff of the District to take all necessary steps incident to the authorization provided in this resolution.

Section 2. Severability. If any section, clause, provision, sentence, paragraph or term of this Resolution or the application thereof, is deemed to be invalid as to any person, entity, establishment or circumstance, such invalidity shall not affect the other provisions of the Resolution which shall remain in effect, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF WPR UTILITY
DISTRICT ON THIS DAY OF JULY, 2025.**

WPR UTILITY DISTRICT

ATTEST:

Clerk

By: _____
Chair, Board of Trustees

Roll Call Vote**Aye****Nay**

Trustee Derck

Trustee Schultz

Trustee Robison
