

# WPR ROAD AND FIRE DISTRICT

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

## **NOTICE OF REGULAR MEETING AND AGENDA**

**DATE:** Tuesday, November 25, 2025

**TIME:** 5:15 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%7d](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%7d)

**BOARD OF** Gary Derck

**TRUSTEES:** Ed Schultz  
Jenny Robinson

PUBLIC NOTICE is hereby given that the Board of Trustees (the “Board”), of the WPR Road and Fire District (the “District”), will hold a meeting of the Board on Tuesday, November 25, 2025, commencing at 5:15 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 Road and Fire District, I hereby call this regular meeting of the Board to order at 5:-- P.M. on Tuesday, November 25, 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 October 28, 2025, regular meeting (enclosure).

**II. FINANCIAL MATTERS**

- A. Approve and/or ratify approval of payment of claims (enclosure).

**III. MANAGER AND OPERATIONAL MATTERS**

- A. Update on R&F District operations.

**IV. LEGAL MATTERS**

- A. Update on changes to District Privacy Notice.
- B. Approval of Ambulance Grant Agreement (enclosure).

**V. BOARD MEMBER MATTERS**

- A. Comments, reports, updates, and discussion of ongoing issues and future agenda topics.

**VI. OTHER BUSINESS**

**VII. ADJOURNMENT**

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

# **Draft October 28, 2025, Meeting Minutes**

MINUTES OF REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
WPR ROAD AND FIRE DISTRICT (THE “DISTRICT”)  
HELD  
OCTOBER 28, 2025

A regular meeting of the Board of Directors of the WPR Road and Fire District (referred to hereafter as the “Board”) was convened on Tuesday, October 28, 2025, at 5:20 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:

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 5:20 p.m. by Trustee Derck, who recited the following:

*“As 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 5:20 P.M. on October 28, 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 September 23, 2025 Regular Meeting:

The Board reviewed the minutes. Trustee Schultz made a motion to approve the Minutes from the September 23, 2025 Regular Meeting. Trustee Robinson seconded the motion. The motion passed unanimously.

FINANCIAL MATTERS

**Payment of Claims:**

The Board reviewed the payment of claims. Trustee Schultz made a motion to approve and/or ratify approval of the payment of claims. Trustee Robinson seconded the motion. The motion passed unanimously.

**Q3 Financials:**

Mr. Tufts reviewed the Q3 financials with the Board. Various questions were asked and answered. Trustee Schultz made a motion to approve the Q3 Financials. Trustee Robinson seconded the motion. The motion passed unanimously.

**LEGAL MATTERS**

**Snowplow Lease Agreement:**

Mr. Bell reviewed the Snowplow Lease agreement with the Board. Trustee Schultz made a motion to approve the Snowplow Lease Agreement. Trustee Robinson seconded the motion. The motion passed unanimously.

**Plat 6A ICA and Easement Agreement:**

Ms. Herrick reviewed the Plat 6A ICA and Easement Agreement. Trustee Schultz made a motion to approve the Plat 6A ICA and Easement Agreement. Trustee Robinson seconded the motion. The motion passed unanimously.

**MANAGER AND OPERATIONAL MATTERS**

Mr. Bell reported that the septic tank installation is scheduled for completion within the next two weeks. He also addressed ongoing issues with residents and contractors parking along the roadways, noting that such activity impedes effective snow removal operations. The Board discussed updates to District towing procedures and the installation of revised “No Parking” signage to support enforcement efforts.

**BOARD MEMBER MATTERS**

None.

**OTHER BUSINESS**

None.

**ADJOURNMENT**

There being no further business to come before the Board at this time, Trustee Schultz motioned to adjourn the meeting at 5:30 p.m. Trustee Robinson seconded the motion. The motion passed unanimously.

Respectfully submitted,

By \_\_\_\_\_

District Chair

Attest:

By \_\_\_\_\_

District Clerk

DRAFT

# **Payment of Claims**

## WPR R&F District

For the period 10/14/2025-11/12/2025

### Paid Claims

Date	Person/Description	Reference	Amount	Remarks
10/16/2025	MORGAN COUNTY FIRE DEPARTMENT (v0000758)	2064	(33,880.17)	October Payment
10/17/2025	HAYES GODFREY BELL PC (v0000749)	9999101725	(340.00)	September Legal Services
10/21/2025	Oct 2025 Bank Fees		(14.64)	Oct 2025 Bank Fees
10/23/2025	TOM RANDALL DISTRIBUTING (v0000231)	2065	(2,421.76)	Diesel Fuel
10/23/2025	TOM RANDALL DISTRIBUTING (v0000231)	2065	(35.97)	Coolant
10/23/2025	ALPHA COMMUNICATIONS SITES INC (v0000278)	2066	(108.00)	Connect Plus System - 6 Radios
10/23/2025	LES SCHWAB TIRE CENTER (v0000738)	2067	(103.96)	301 Winter Tires Change Over
10/23/2025	LES SCHWAB TIRE CENTER (v0000738)	2067	(1,308.92)	Truck 300 Winter Tires
10/23/2025	MORGAN ACE HARDWARE (v0000765)	2068	(47.78)	Supplies
10/23/2025	MORGAN ACE HARDWARE (v0000765)	2068	(120.54)	Supplies
10/24/2025	MORTY'S CAR WASH LLC (v0000487)	9999102425	(31.05)	Car Wash - September 2025
10/24/2025	WHEELER MACHINERY CO. (v0000510)	9999102425	(38,000.00)	Caterpillar 150 AWD 10/8/25-10/8/26
10/24/2025	PETERSON PIPELINE ASSOCIATION (v0000629)	9999102425	(53.00)	September Water Bill
10/24/2025	JLP EXCAVATING (v0000673)	9999102425	(6,506.85)	Billable work - Clockify
10/24/2025	REDMOND MINERALS (v0000776)	9999102425	(4,410.59)	Salt for roads
10/24/2025	REDMOND MINERALS (v0000776)	9999102425	(8,752.10)	Salt for roads
10/24/2025	PANO AI (v0000763)	9999102425	(100,000.00)	Annual Billing 9/15/25-9/14/26
10/30/2025	CLIFTONLARSONALLEN LLP (v0000514)	2069	(231.00)	Public Admin Services through 9/30/25
11/4/2025	ROCKY MOUNTAIN POWER (v0000087)	9999110425	(206.34)	October 2025 Usage - Fire Station
11/6/2025	WPR DEVELOPMENT COMPANY LLC (v0000069)	9999110625	(29,800.00)	November 2025 Management Fee
11/6/2025	WPR DEVELOPMENT COMPANY LLC (v0000069)	9999110625	(3,000.00)	November 2025 Administrative Fee
11/6/2025	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999110625	(2,000.00)	November 2025 Accounting Services
11/6/2025	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999110625	(5,000.00)	November 2025 Snow Plow Rental
11/6/2025	ENBRIDGE GAS (v0000695)	9999110625	(121.63)	October 2025 Usage 9/24-10/20/25
11/7/2025	BLUE LINE TECHNOLOGIES INC (v0000039)	9999110725	(72.96)	October Billing
11/7/2025	MORGAN ASPHALT, INC. (v0000597)	9999110725	(15,300.00)	0A Asphalt Repair - Pay App 1
11/7/2025	NORTHERN TRUCK EQUIPMENT CORP (v0000778)	9999110725	(70,750.00)	Rent-to-buy agreement 2022 RPM Tech 217 Snowblower, 174 hp

(322,617.26)

### Unpaid Claims

Date	Vendor	Amount
There are no unpaid claims as of 11/12/2025		<u>  </u> <u>  </u> <u>-</u>

# **Ambulance Grant Agreement**

## GRANT AGREEMENT

This Grant Agreement (this “Agreement”) dated effective as of November 25, 2025 (the “Effective Date”), is by and between Wasatch Peaks Ranch Community Foundation, (the “Grantor”), a Utah nonprofit corporation described under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and WPR Road and Fire District (the “Grantee”), a Utah special district. The Grantor and the Grantee are each sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

### RECITALS

- A. WHEREAS, the Grantee is a Utah special district;
- B. WHEREAS, the Grantor is willing, subject to the terms and conditions of this Agreement, to make a grant to the Grantee (the “Grant,” and the granted funds, the “Grant Funds”), to be applied exclusively by the Grantee to fund the purchase of an Ambulance to be used in providing emergency services to the community in Morgan County, Utah (the “Exempt Purposes”); and
- C. WHEREAS, the Grantor has determined that the Grantee’s use of the Grant Funds will further the charitable and other exempt purposes of the Grantor and that the Grant Funds will be expended and directed exclusively for the Exempt Purposes.

NOW, THEREFORE, the Grantor and the Grantee hereby agree as follows:

### AGREEMENT

1. Grant. The Grantor hereby agrees to grant up to \$346,397.00 to the Grantee, payable no later than thirty (30) days following Grantee’s written request for disbursement of funds. The Grantee hereby accepts the Grant and commits to all the terms and conditions hereof. The provisions of this Agreement do not imply any future funding commitment of any kind, and the Grantee understands that the Grant Funds shall not exceed \$346,397.00. The Grantee understands that the Grantor shall not increase the Grant Funds and/or make any additional contribution to the Exempt Purposes absent an additional written agreement.

2. Use of the Grant Funds. The Grantee understands and agrees that the Grant Funds will be spent exclusively for the Exempt Purposes. It is also understood that no substantial changes will be made from the approved use of the Grant Funds without the Grantor’s prior written approval. As the Grantee is a political subdivision of the State of Utah, contributions made to the Grantee are deductible pursuant to Section 170(c)(1) of the Internal Revenue Code if made exclusively for a public purpose. The Grant is made in furtherance of the Exempt Purposes and, therefore, is made exclusively for a public purpose. No part of the Grant Funds or any income therefrom may be used for any purpose other than the purposes described in section 170(c)(1) of the Code. The Grantee agrees, represents, and warrants to the Grantor that the Grant Funds shall only be spent on the Exempt Purposes pursuant to this Agreement.

3. Term. The term of the Grant (the “Term”) is eighteen months from the Effective Date, provided that the Parties may agree in writing to extend the Term to another later date.

Unless the Grantor agrees otherwise in writing, any amounts not expended by the end of the Term must be repaid to the Grantor no later than 30 days after the end of the Term.

4. **Prohibited Uses.** Notwithstanding the generality of Section **Error! Reference source not found.** above, the Grantee specifically agrees that it will not use any of the Grant Funds or any income earned thereon for any of the following, none of which are consistent with the Exempt Purpose:

- A) To carry on propaganda, or otherwise to attempt to influence legislation, within the meaning of the Code and applicable Treasury regulations;
- B) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive, within the meaning of the Code and applicable Treasury regulations;
- C) Make any expenditure for any purpose other than one specified in Section 170(c)(2)(B) of the Code.

5. **The Grantor's Right to Return of Funds.** Notwithstanding anything to the contrary in this Agreement, any portion of the Grant used by the Grantee in a manner inconsistent with the terms and conditions of this Agreement remains the property of the Grantor and shall be promptly returned to the Grantor immediately upon notice by the Grantor of the Grantee's failure to properly apply Grant Funds. The parties hereto agree that nothing contained in this Agreement shall limit or prevent the Grantor from taking legal action at any time to seek repayment of the Grant Funds already expended by the Grantee which were not applied in accordance with the terms of this Agreement. In such event, the prevailing party shall be entitled to reimbursement of the reasonable attorney and court fees, costs and expense related to such legal action.

6. **Representations of the Grantee.** The Grantee is a Utah special district. The Grantee has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Further, the Grantee warrants that the board of directors or other governing body has taken all action required by law, its organizational documents, or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated herein. This Agreement constitutes the valid and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms. The Grantee understands that the accuracy of these representations is a condition for the Grantor making the Grant.

7. **Maintenance, Inspection and Retention of Records.** The Grantee shall use reasonable best efforts to maintain records of receipts and expenditures and other customary books and records of its operations and use of funds and shall provide the Grantor with reasonable access to review relevant records for the purpose of evaluating the expenditure of the Grant Funds and ensuring compliance with the terms of this Agreement. The Grantee shall use reasonable best efforts to keep records of receipts and expenditures relating to the Grant for at least four years after the end of the Term or the complete expenditure or return of the Grant Funds, whichever is later, and must keep its accounts so that the Grant Funds can be distinguished from other funds.

8. **Report.** Upon the written request of the Grantor, the Grantee will provide a brief final narrative and financial report to the Grantor detailing how the Grant Funds were spent and confirming that the Grantee did in fact properly use the Grant Funds for the Exempt Purpose. At

the Grantor's request, the Grantee will provide promptly such additional information, reports and documents as the Grantor may reasonably request.

9. Publicity. The Parties shall have the right to review and approve prior to its release the text or images of any proposed publicity to be issued by the other Party relating to the Grant.

10. Discontinuation of Funding. If the Grantee breaches this Agreement, or if the Grantor becomes aware of facts that cast serious doubt on the Grantee's ability to use the Grant as intended or that cause the Grantor to determine that allowing the Grantee to retain the Grant Funds would present a significant risk to the Grantor's reputation or tax-exempt status, the Grantor reserves the right to discontinue, suspend, modify, or withhold any payments to be made under this Agreement, or to require a total or partial refund of any of the Grant Funds (other than Grant Funds already spent on or legal committed to be spent on the purposes of the Grant in full compliance with this Agreement) if the Grantor deems such action necessary in its sole discretion. The Grantee agrees to comply with any requirement that it refund amounts pursuant to the foregoing sentence.

11. Relationship of Parties. The Grantor and the Grantee agree that this Grant does not create a principal-agent relationship of any type between the parties and that the Grantee will not, by act of omission or commission, foster any belief on the part of third parties that such relationship exists.

12. Indemnification. The Grantor is a funding source only, and neither it nor its designee participate in or direct any of the activities or services of the Grantee. The Grantee is solely responsible for its activities relating to the Exempt Purposes, and any and all costs incurred on the Exempt Purposes that exceed the Grant Funds or are not intended to be covered by the Grant Funds. Accordingly, the Grantee understands and agrees that the Grantor and/or its directors, officers, employees and agents, including any designee appointed pursuant to this Agreement (collectively, the "Grantor Parties"), will not be liable for any of the Grantee's contracts, torts, or other acts or omissions, or those by the Grantee's directors, officers, members, employees, and/or agents. The Grantee understands and agrees that the Grantor will not provide any legal defense for the Grantee or any such person in the event of any claim against any or all of them. Unless prohibited by law, the Grantee shall defend and hold the Grantor and the Grantor Parties harmless from all liability, including but not limited to attorney and/or court cost and fees, costs of defense, from the contracts, torts or other acts or omissions of the Grantee, its employees, directors, officers or employees in any way connected with any activity of the Grantee, and/or its agents as related to the Project and any and all costs incurred on the Project that exceed the Grant Award.

13. Amendment. Any alteration to the terms of this Agreement must be in written form and must be signed by both the Grantor and the Grantee.

14. Miscellaneous. This Agreement shall be governed by, and construed and enforced under the laws of the State of Utah, and the Parties consent to the jurisdiction of the courts of Utah, state and Federal, relating to all actions or proceedings brought hereunder. All terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable by, the Parties hereto and their respective legal representatives, successors and assigns. This Agreement constitutes the entire agreement between the Parties relating to the subject matter above and supersedes all prior agreements and understandings, both written and oral, among the Parties relating to the subject

matter hereof. The headings are for ease of reference only and are not intended to be substantive. The term “including” means “including without limitation.” The Parties acknowledge each to the other that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments hereto.

15. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or electronic signature to this Agreement shall be deemed an original and binding upon the Party against whom enforcement is sought.

IN WITNESS WHEREOF, the undersigned, each having authority to enter this Agreement, have executed this Agreement to be effective as of the date first above written.

**GRANTOR:**

WASATCH PEAKS RANCH COMMUNITY FOUNDATION,  
A UTAH NONPROFIT CORPORATION

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Name:	Gale (Tiger) Shaw
Title:	President
Date:	
Address:	36 South State Street, Suite 500 Salt Lake City, UT 84111

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**GRANTEE:**

WPR ROAD AND FIRE DISTRICT

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Name:	Gary Derck
Title:	Chair of the Board of Trustees
Date:	
Address:	36 South State Street, Suite 500 Salt Lake City, UT 84111

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