

Roy Water Conservancy District

5440 Freeway Park Drive
Riverdale, UT 84405

AGENDA

Monthly Board of Trustees' Meeting
December 14, 2022
5:00 P.M.

- 5:00 p.m.
- | | |
|--|-------------|
| I. CALL TO ORDER | Chair Ohlin |
| II. PLEDGE OF ALLEGIANCE | Gary Newman |
| III. APPROVAL OF MINUTES | MOTION |
| IV. BUSINESS | |
| A. Consideration of 2022 Fraud Risk Assessment | MOTION |
| B. Consideration of Opening PTIF Account for Bond | MOTION |
| C. Consideration of 2022 CAT 938M Sale and CAT 914 Purchase | MOTION |
| D. Consideration of Final Payment for WaterSMART Grant
R22AP00053 | MOTION |
| E. Consideration of Final Payment for 2022 Main Line Valve
Replacement Project | MOTION |
| F. Consideration of Secondary Water Metering Grant and Loan Second
Application | MOTION |
| G. Consideration of Prescriptive Easement | MOTION |
| H. Consideration of 2023 Holidays | MOTION |
| I. Consideration of 2023 Conferences | MOTION |
| J. Consideration of 2023 Board Meetings and Public Hearings | MOTION |
| K. Consideration of Letter of Participation in Weber County's Pre-
Disaster Mitigation Plan | MOTION |
| L. Discussion of Master Agreement for UDOT's 5600 South Project | |
| M. Public Comments | |
| V. REPORTS FROM MANAGER AND TRUSTEES | |
| A. Manager & Trustees Reports | |
| B. Review of Monthly Bank Statements and Cancelled Checks | Gary Newman |
| VI. FINANCIAL REPORT | |
| A. Approval of Monthly Financial Report | MOTION |
| VII. APPROVAL OF CHECKS | |
| A. Current Checks | MOTION |
| VIII. ADJOURNMENT | MOTION |

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should call the District at (801) 825-9744, giving at least three (3) working days notice.

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.A. Consideration of 2022 Fraud Risk Assessment**

The attached 2022 Fraud Risk Assessment (Assessment) is required by the Utah State Auditor and will be uploaded to the State Auditor's reporting website. The Assessment will be reviewed in board meeting.

A suggested motion would be, "I move that we accept the 2022 Fraud Risk Assessment."

Fraud Risk Assessment

Continued

*Total Points Earned: 385/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	Yes	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	Yes	5
b. Procurement?	Yes	5
c. Ethical behavior?	Yes	5
d. Reporting fraud and abuse?	Yes	5
e. Travel?	Yes	5
f. Credit/Purchasing cards (where applicable)?	Yes	5
g. Personal use of entity assets?	Yes	5
h. IT and computer security?	Yes	5
i. Cash receipting and deposits?	Yes	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	Yes	20
a. Do any members of the management team have at least a bachelor's degree in accounting?		10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	Yes	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	Yes	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	Yes	20
7. Does the entity have or promote a fraud hotline?	Yes	20
8. Does the entity have a formal internal audit function?	Yes	20
9. Does the entity have a formal audit committee?	Yes	20

*Entity Name: Roy Water Conservancy District

*Completed for Fiscal Year Ending: 2022 *Completion Date: 12/30/2022

*CAO Name: Rodney Banks *CFO Name: Linda Toupin

*CAO Signature: _____ *CFO Signature: _____

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?		✓	✓	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".		✓	✓	
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.B. Consideration of Opening PTIF Account for Bond**

In order to keep the bond funds for the secondary water metering project separate, the Board of Water Resources (BWRe) requires the District to open a separate Public Treasurers Investment Fund (PTIF) to deposit those funds into once the bond closes. The District's Fiscal Policy requires the board of trustees to approve opening all financial accounts.

A suggested motion would be, "I move that we approve opening a PTIF account to deposit the Board of Water Resources bond funds into."

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.C. Consideration of 2022 CAT 938M Sell and CAT 914 Purchase**

Listed below is the original purchase price of the 2017 CAT 938M followed by the actual sell price, then the 2018 CAT 938M original purchase price followed by the actual sell price, then the 2019 CAT 938M original purchase price followed by the actual sell price, then the 2020 CAT938M original purchase price followed by the actual sell price, and then the 2022 CAT 938M original purchase price followed by the actual sell price. The CAT 914 purchase price is then listed. It is anticipated that the District will keep the 914 for several years before considering selling it for a newer year model. The total amount the District has made on the purchase and sell of the CAT 938M wheel loaders is \$74,095.00.

These purchases are made through Utah State Contract MA3383.

<u>Machine</u>	<u>Purchase Price</u>
CAT 914	\$173,787.00

<u>Machine</u>	<u>Purchase Price</u>	<u>2022 Sell Price</u>	<u>Price Difference</u>
2022 CAT 938M	\$178,450.00	\$210,000.00	\$31,550.00

<u>Machine</u>	<u>Purchase Price</u>	<u>2021 Sell Price</u>	<u>Price Difference</u>
2020 CAT 938M	\$169,251.00	\$178,500.00	\$9,249.00

<u>Machine</u>	<u>Purchase Price</u>	<u>2020 Sell Price</u>	<u>Price Difference</u>
2019 CAT 938M	\$164,319.00	\$173,446.00	\$9,127.00

<u>Machine</u>	<u>Purchase Price</u>	<u>2019 Sell Price</u>	<u>Price Difference</u>
2018 CAT 938M	\$158,762.00	\$167,580.00	\$8,818.00

<u>Machine</u>	<u>Purchase Price</u>	<u>2018 Sell Price</u>	<u>Price Difference</u>
2017 CAT 938M	\$155,649.00	\$171,000.00	\$15,351.00

A *suggested* motion would be, "I move that we approve the CAT 914 purchase and the 2022 CAT 938M sell."

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.D. Consideration of Final Payment for WaterSMART Grant R22AP00053 Project**

The District has received a request for a final payment from Ormond Construction for the WaterSMART Grant R22AP00053 Meter Retrofit Project. The final payment is in the amount of \$135,014.85. The items being requested for payment have been verified as installed.

A suggested motion for approval would be, “I move that we approve a Final Payment for the WaterSMART Grant R22AP00053 Meter Retrofit Project in the amount of \$135,014.85 to Ormond Construction.”

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.E. Consideration of Final Payment for 2022 Main Line Valve Replacement Project**

The District has received a request for a final payment from E.H. Knudson Construction for the 2022 Main Line Valve Replacement Project. The final payment is in the amount of \$35,160.00. The items being requested for payment have been verified as installed.

A suggested motion for approval would be, “I move that we approve a Final Payment for the 2022 Main Line Valve Replacement Project in the amount of \$35,160.00 to E.H. Knudson Construction.”

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.F. Consideration of Secondary Water Metering Grant and Loan Second Application**

Attached is the second secondary water metering grant and loan application with the Utah Department of Water Resources (DWRe). Submitting a second application for grant and loan money was discussed in a previous board meeting. The second grant and loan have been finalized and all the items have been filled in. The District's engineer created a map and an estimate of costs that will be submitted with the second grant and loan application to DWRe. It is recommended that the trustees approve the submission of the second grant and loan application to DWRe and authorize the General Manager to sign the application.

A suggested motion would be, "I move that we approve the submission of a second Secondary Water Metering Grant and Loan application and authorize the General Manager to sign the application."



ARPA GRANT APPLICATION - SECONDARY METERING
Utah Board of Water Resources

(FOR OFFICE USE ONLY)	Rev. 06/08/22
Application Number:	<input type="text"/>
Date Received:	<input type="text"/>

INTRODUCTION:			
<p>This application is for eligible entities to apply for grant funds made available by the American Rescue Plan Act (ARPA) to the Utah Board of Water Resources, for the purchase and installation of secondary water meters on existing, unmetered pressurized systems. To review and download the statute governing eligibility, distribution and use of the funds, click the following web link: H.B.242 Secondary Water Metering Amendments</p>			
APPLICATION INSTRUCTIONS:			
<p>(1) Fill out the application.</p> <p>(2) Attach a detailed cost estimate of proposed secondary metering project from a licensed professional engineer, a project map, and any other pertinent information.</p> <p>(3) Sign and date the completed application.</p> <p>(4) Email the completed application to: secondarymetergrants@utah.gov</p>		<p>(5) optional mailing address: <i>(email is preferred)</i></p> <p>Marisa Egbert, Project Funding Section Manager Utah Division of Water Resources PO Box 146201 Salt Lake City, UT 84114 801-403-8077 (marisaegbert@utah.gov)</p>	
CONTACT INFORMATION:			
Applicant (Irrigation Company, Municipality, District, etc.)			Federal Tax ID Number
Official Business Address	City	State	Zip Code
President, Chairman, Mayor, etc. (First & Last Name)	Phone	Email Address	
Address	City	State	Zip Code
Primary Contact (If different from President, Chairman, Mayor, etc. above)	Phone	Email Address	
Address	City	State	Zip Code
Secretary/Clerk Name (First & Last Name)	Phone	Email Address	
Address	City	State	Zip Code
Attorney (First & Last Name, Firm)	Phone	Email Address	
Address	City	State	Zip Code
ADDITIONAL CONTACT INFORMATION:			
Project Engineer Name (First & Last Name)	Phone	Email Address	
Address	City	State	Zip Code
Financial Advisor Name if applicable (First & Last Name)	Phone	Email Address	
Address	City	State	Zip Code

PROJECT INFORMATION:

County where the project is located:	Town or city where the project is located:	When construction is expected to begin:
Brief description of the project:		
Benefits of the project:		

SECONDARY WATER SYSTEM INFORMATION:

Total number of secondary system connections:	Total number of secondary meters to be installed under this application:
Average lot size (acres):	Average irrigated surface per Lot (acres):
Current average secondary water assessment (\$/month, \$/year):	
List water sources:	
Amount and type of storage (million gallons (MG) or acre-feet (ACFT):	
Describe the secondary distribution system (include the type, e.g. lined or unlined canal/ditch, pipeline, etc.):	

ESTIMATED ANNUAL SECONDARY WATER USE BEFORE AND AFTER METER INSTALLATION:

Estimated average water use per lot BEFORE meter installation (acre-feet):	Estimated average water use per lot AFTER meter installation (acre-feet):
Estimated water conserved by meter installation (acre-feet):	

FUTURE NEED FOR WATER:

Do you currently anticipate a future secondary water shortage? If so what year will this next occur?	If you anticipate a future water shortage, please estimate the volume of water shortage for the first year (acre-feet):
Do you anticipate that water use reductions, due to the installation of meters, will alleviate your anticipated future water shortages? Why? With the installation of meters, as proposed, what year do you anticipate a secondary water shortage and the need to develop additional water?	Please describe the project timeline for purchase and installation of the meters, including the date installations will begin and the date the project will be complete:

PROPOSED FINANCING PLAN: (See policy below)**PROJECT WATER RIGHTS:**

American Rescue Plan Act Grant (Up to 70% of Total Cost)	\$	%	List or attach all relevant water rights numbers (may also include decrees, diligence claims, change applications, and exchange applications):
Applicant Funds (4.5% to 30% of Total Cost)	\$	%	
Board of Water Resources Loan (0% to 25.5% of Total Cost)	\$	%	
Other (Specify)	\$	%	
TOTAL	\$	100%	

POLICY REGARDING COST-SHARING:

The applicant may request American Rescue Plan Act (ARPA) grant funds up to 70% of the total project cost. If the applicant cannot cover the remaining 30% cost share, the applicant may request financing assistance through the Board of Water Resources' revolving loan funds up to 25.5% of the total project cost. The Board's financing will be repaid at 1% interest over a period not to exceed five years less than the warranty on the meters. The remaining is expected to be paid by the applicant. The Board's share of the project will also include a nominal administrative fee for costs incurred by the Division of Water Resources for project administration. This fee will be included in the feasibility report presented to the Board. The Board's cost-share will be repaid by the applicant according to the terms set by the Board of Water Resources at the time funds are committed to the project. The administrative fee will not be charged if the project is found infeasible, denied by the Board, or if the application is withdrawn.

ACKNOWLEDGEMENT AND SIGNATURE:

By signing and submitting this application, you acknowledge that you:

- (1) Are authorized to make an application for assistance on behalf of the applicant.
- (2) Have read H.B. 242 Secondary Water Metering Amendments governing the distribution and use of grant funds
- (3) Have read the "Guidelines for Board of Water Resources Financial Assistance" if applying for Board loan funds.
- (4) Are a qualified applicant and accept the terms and conditions enumerated herein, in Utah Admin. Code R653-10, and in the Guidelines for Board of Water Resources Financial Assistance (if applicable).
- (5) Agree to provide secondary water customers with a monthly water use statement that a) includes an educational component on water conservation; and/or b) charges customers according to metered usage on a tiered conservation rate structure.
- (6) Agree to a) commit all project grant funds through contract no later than December 31, 2024; and b) spend all project grant funds and complete construction of the project no later than December 31, 2026.
- (7) Verify that the information provided in this application is accurate and any estimates or projections submitted are based on sound professional judgement and the best available data.

Rodney Banks, GM/Treasurer

Name of Authorized Agent

11/18/22

Date

– Complete pages 4 through 6 to apply for a Board of Water Resource Loan –

TO BE COMPLETED BY THE MEMBER OF THE BOARD OF WATER RESOURCES ASSIGNED TO THE AREA:

I have reviewed this application and forwarded it to the staff of the Division of Water Resources to prepare a feasibility report.

Comments (if any):



Board Member

11/18/22

Date



APPLICATION FOR FINANCIAL ASSISTANCE
Utah Board of Water Resources

(FOR OFFICE USE ONLY)

Rev. 06/08/22

Application Number:

Date Received:

If you only require grant funds, click the check box and our staff will discard the Loan Funding pages 4 through 6

INTRODUCTION:

The purpose of this form is for eligible entities to apply for financial assistance from the Utah Board of Water Resources to construct water projects pursuant to *Utah Code Annotated §73-10-8, 22, and 24*. Entities eligible for funding include: non-profit incorporated groups, such as mutual irrigation and water companies; political subdivisions of the state, such as cities, towns, and districts; the federal government; and Native American tribes. For a full description of the policies and procedures associated with these funds, please see [Utah Administrative Code R653-2-1 through 7, and 11.](#)

APPLICATION INSTRUCTIONS:

To submit an application, please follow these steps:

- (1) Fill out this page and the next page of the application, then fill out all of the additional pages that apply: Agricultural, Municipal or Public Water Supply, and Secondary Irrigation, depending on the type of project.
- (2) Attach a detailed cost estimate from a licensed professional engineer, a project map, and any other pertinent information (grant applications, studies, plans, etc.).
- (3) Sign and date the completed application.
- (4) Email (preferred) or mail the completed application to:

Marisa Egbert, Project Funding Manager
Utah Division of Water Resources PO Box 146201
Salt Lake City, UT 84114
marisaegbert@utah.gov, 801-403-8077

CONTACT INFORMATION:

Applicant (Irrigation Company, Municipality, District, etc.)		Federal Tax Identification Number	
Official Business Address	City	State	Zip Code
President, Chairman, Mayor, etc. (First & Last Name, Title)	Phone	Email Address	
Address	City	State	Zip Code
Primary Contact (If different from President, Chairman, Mayor, etc. above)	Phone	Email Address	
Address	City	State	Zip Code
Secretary, Clerk, Treasurer, Finance Director (First & Last Name, Title)	Phone	Email Address	
Address	City	State	Zip Code
Attorney (First & Last Name, Company)	Phone	Email Address	
Address	City	State	Zip Code
Bond Counsel (First & Last Name, Firm)	Phone	Email Address	
Address	City	State	Zip Code

PROJECT INFORMATION:

County where project is located	Distance & direction from nearest community (ex. "3 miles west of Nephi")	When construction is expected to begin
---------------------------------	---	--

Brief Description of Project

Install meters on approximately 4,000 existing unmetered secondary water connections in several cities within Roy Water Conservancy District's boundaries. The number is approximate due to the varying costs for larger connections and different conditions for each secondary water connection.

Benefits of Project

The metering of unmetered secondary water connections within Roy Water Conservancy District boundaries is anticipated to result in a savings of water used outdoors. Meters also make it possible for customer education and other conservation measures. It is also meeting the requirements of HB242.

PROPOSED FINANCING PLAN: (See policy below)

PROJECT WATER RIGHTS:

Board of Water Resources	\$ 3,643,000	85.00%
Applicant	\$ 643,000	15.00%
Other (Specify)	\$	0.00%
Other (Specify)	\$	0.00%
TOTAL	\$ 4,286,000	100 %

List or attach all relevant water rights numbers (may also include decrees, diligence claims, change applications, and exchange applications).
Davis & Weber Counties Canal Company shares

POLICY REGARDING COST-SHARING:

The Board's cost-share of the project typically does not exceed 85% of the total project cost. The Board's share of the project will also include a nominal administrative fee for costs incurred by the Division of Water Resources for project administration, investigation, engineering, and construction observation. This fee will be added to the project's total cost. The Board's cost-share will be repaid by the applicant according to the terms set by the Board of Water Resources at the time funds are committed to the project. The administrative fee will not be charged if the project is found infeasible, denied by the Board, or if the application is withdrawn.

ACKNOWLEDGEMENT AND SIGNATURE:

By signing below (including electronically typing your name) and submitting this application, you acknowledge that you:

- (1) Are authorized to make application for assistance on behalf of the applicant.
- (2) Have read the "Guidelines for Board of Water Resources Financial Assistance."
- (3) Are a qualified applicant and accept the policies and conditions enumerated therein and above.
- (4) Request assistance in constructing the project described.

Rodney Banks, GM/Treasurer

11/18/2022

Name of Authorized Agent

Date

TO BE COMPLETED BY THE MEMBER OF THE BOARD OF WATER RESOURCES ASSIGNED TO AREA:

I have reviewed this application and forward it to staff of the Division of Water Resources to prepare a feasibility report.

Comments (if any):

Kyle Stephens

Board Member

11/18/22

Date

SECONDARY IRRIGATION PROJECT DETAILS



SYSTEM INFORMATION:

# of Secondary System Connections	# of Residential Connections in System
Average Lot Size (acres)	One Share = (Ex. "1 acre-foot")
Average Monthly Secondary Bill or Annual Secondary Assessment (\$)	Average Monthly Drinking Water Bill (\$)
Existing Annual Debt Payments (\$)	Year Debt Will be Repaid
List Water Sources	
Amount and Type of Storage (MG or acre-feet)	
Describe the secondary distribution system (include the type: lined or unlined canal/ditch, pipeline, etc.)	

ESTIMATED ANNUAL OPERATION & MAINTENANCE (O&M) AND WATER CONSERVATION:

Pre-project O&M (\$)	Post-project O&M (\$)
Estimated water conserved by project (acre-feet)	

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.G. Consideration of Prescriptive Easement**

The attached prescriptive easement is for the existing secondary water transmission lines that are parallel to I-15 on the west side. As District personnel were researching the existing easements on the east and west sides of the freeway, it was discovered that the existing transmission water lines on the west side of the freeway did not have a recorded easement in place. There are multiple documents that show the intent of an easement and the intended location of the easement, but no executed documents could be found at the District's offices or Weber County. The secondary water transmission lines were constructed from approximately December 1976 to April 1977 which fits the criteria of current prescriptive easement requirements.

A *suggested* motion would be, "I move that we approve the Notice of Prescriptive Easement."

When Recorded, Please Return To:

Roy Water Conservancy District
5440 Freeway Park Drive
Riverdale, Utah 84405
Attn: District Manager

NOTICE OF PRESCRIPTIVE EASEMENT

ROY WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah, (the “District”), whose mailing address is 5440 Freeway Park Drive, Riverdale, Utah 84405, pursuant to and in conformance with the provisions of §57-13a-103, Utah Code Annotated, 1953, as amended (the “Statute”), hereby gives notice that it, as a water user as defined in the Statute, has duly established a prescriptive easement and right of way, including rights of ingress and egress, over, under, across and through the land described, by virtue of the District’s continuous, open, notorious and adverse use thereof since April 1977, a period long exceeding the prescriptive period of 20 years as provided in the Statute. The land burdened by the prescriptive easement is located solely in Weber County, State of Utah, and is more particularly described in EXHIBIT “A”, further depicted in EXHIBIT “B” attached hereto and by this reference incorporated herein.

The described land has been utilized by the District for the placement, ownership, operation, maintenance, repair and replacement of underground secondary irrigation water pipelines, and related equipment and facilities, utilized by the District for the transportation, distribution and delivery of water under duly established rights to the use of water authorized under State law.

DATED this 14th day of November, 2022.

ROY WATER CONSERVANCY DISTRICT

By: _____
Chair, Board of Trustees

ATTEST:

District Clerk

(seal)

STATE OF UTAH)
 §
County of Weber)

On the 14th day of November, 2022, personally appeared before me Mark Ohlin, and Linda Toupin, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as Chair of the Board of Trustees and Clerk, respectively, on behalf of Roy Water Conservancy District therein named, who duly acknowledged to me that said District executed the same.

NOTARY PUBLIC

EXHIBIT "A"
To Notice of Prescriptive Easement

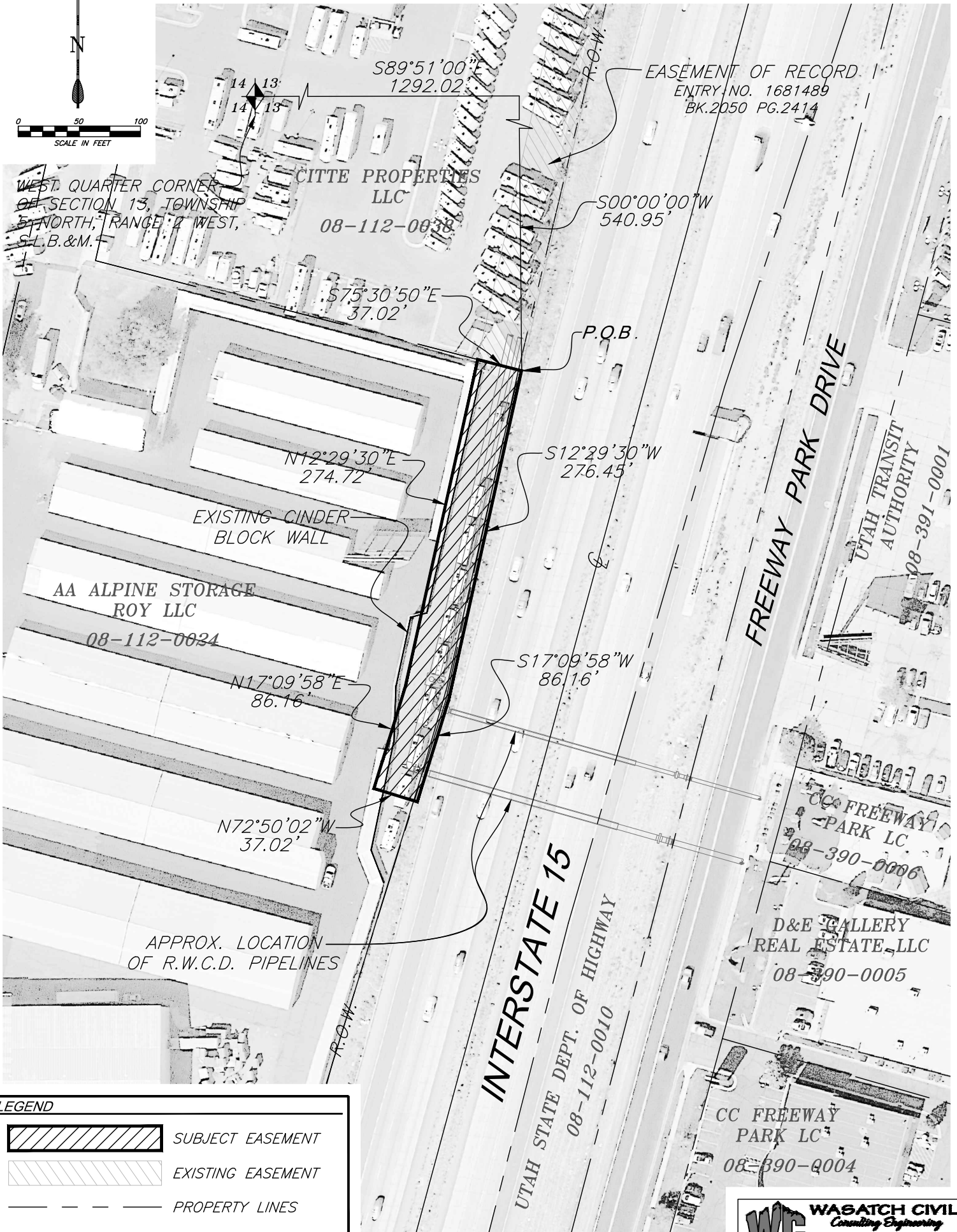
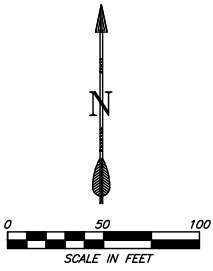
PRESCRIPTIVE EASEMENT LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY FENCE OF INTERSTATE 15 AND THE SOUTHEAST CORNER OF ROY WATER CONSERVANCY DISTRICT'S EXISTING EASEMENT, RECORDED AS ENTRY NO. 1681489 AT THE WEBER COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 89°51'00" EAST 1292.02 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°00'00" WEST 540.95 FEET AND RUNNING THENCE ALONG SAID RIGHT OF WAY FENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) SOUTH 12°29'30" WEST 276.45 FEET; 2) SOUTH 17°09'58" WEST 86.16 FEET; THENCE LEAVING SAID RIGHT OF WAY FENCE NORTH 72°50'02" WEST 37.02 FEET; THENCE PARALLEL TO SAID RIGHT OF WAY FENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 17°09'58" EAST 86.16 FEET; 2) NORTH 12°29'30" EAST 274.72 FEET; THENCE ALONG THE SOUTH LINE OF SAID EXISTING EASEMENT SOUTH 75°30'50" EAST 37.02 FEET MORE OR LESS TO THE POINT OF BEGINNING.

The above legal description is depicted on the drawing attached as EXHIBIT "B" hereto.

EXHIBIT B



LEGEND

	SUBJECT EASEMENT
	EXISTING EASEMENT
	PROPERTY LINES

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.H. Consideration of 2023 Holidays**

Each year the twelve holidays are presented for approval. Attached is a schedule of the upcoming holidays for 2023.

A suggested motion for approval would be, “I move that we approve the 2023 Holidays.”

2023 Holidays

<u>DATE</u>		<u>OBSERVANCE</u>
January 2, 2023	Monday	New Year's Day
January 16, 2023	Monday	Martin Luther King, Jr. Day
February 20, 2023	Monday	Presidents' Day
May 29, 2023	Monday	Memorial Day
June 19, 2023	Monday	Juneteenth
July 4, 2023	Tuesday	Independence Day
July 24, 2023	Monday	Utah Pioneer Day
September 4, 2023	Monday	Labor Day
October 9, 2023	Monday	Columbus Day
November 23 – 24, 2023	Thursday & Friday	Thanksgiving Holiday
December 25, 2023	Monday	Christmas Day

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.I. Consideration of 2023 Conferences**

Attached is a schedule of the upcoming conferences for 2023. It is not necessary to choose which conferences you will attend at this time, since this is for budget purposes only. Also, due to the unknown dates of some of the conferences, this schedule is subject to change.

A suggested motion for approval would be, “I move that we approve the 2023 Conferences.”

Roy Water Conservancy District

2023 Meetings & Conferences

BOARD MEETING DATES	CONFERENCE DATES	CONFERENCE	ATTENDEES	ESTIMATED COST PER PERSON
January 11	<i>No Meetings</i>			
February 8	February 27 - March 3	Rural Water Association Utah Conference St. George, UT	Rodney	\$1,500
March 8	March 14 - 18	Conexpo-Con/AGG Las Vegas, NV	Phil, Kent, Nate Justin & Trustee	\$2,000
	March 20	Utah Water Law St. George, UT	Rodney	\$500
	March 21 - 22	Utah Water Users Workshop St. George, UT	4 Trustees, Rodney & Courtney	\$1,000
April 4 or April 19?	April 12 - 14	UGFOA Conference St. George, UT	Rodney	\$1,500
May 17	May 21 - 24	GFOA Annual Conference Portland, OR	Rodney	\$2,500
June 14	<i>No Meetings</i>			
July 12	<i>No Meetings</i>			
August 9	August 2 - 4	NWRA Western Water Seminar ?	2 Trustees & Rodney	\$2,500
September 13	<i>No Meetings</i>			
October 11	October 3 - 6	Water Smart Innovations Conference Las Vegas, NV	Rodney	\$1,500
	October 17	UWUA Summit Meeting Provo, UT	4 Trustees & Rodney	\$400
November 15	November 8 - 10	UASD Annual Convention Layton, UT	Trustees, Rodney	\$700
	November 8 - 10	NWRA Annual San Antonio, TX	2 Trustees & Rodney	\$2,500
December 13	<i>No Meetings</i>			

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.J. Consideration of 2023 Board Meetings and Public Hearings**

Attached is a schedule of the proposed 2023 board meetings and public hearings. There are several board meetings that will need to be on a day other than the second Wednesday. April, May and November will need to be on other dates due to conflicts. April could be on the first or third Wednesday and May and November will need to be the third Wednesday of the month.

A *suggested* motion for approval would be, “I move that we approve the 2023 Board Meetings and Public Hearings.”

ROY WATER CONSERVANCY DISTRICT

2023 Board Meetings

<u>DATE</u>	<u>TIME</u>	<u>MEETING TYPE</u>	<u>LOCATION</u>
January 11, 2023	5:00 p.m.	Board	RWCD Office
February 8, 2023	5:00 p.m.	Board	RWCD Office
March 8, 2023	5:00 p.m.	Board	RWCD Office
April 4, 2023 Or April 19? May 17, 2023	5:00 p.m.	Board	RWCD Office
	5:00 p.m.	Board	RWCD Office
	6:00 p.m.	Public Hearing Allotment of Water	
	6:00 p.m.	Public Hearing Assessment Books	
	6:00 p.m.	Public Hearing Rate Increase	
June 14, 2023	5:00 p.m.	Board	RWCD Office
July 12, 2023	5:00 p.m.	Board	RWCD Office
August 9, 2023	5:00 p.m.	Board	RWCD Office
September 13, 2023	5:00 p.m.	Board	RWCD Office
October 11, 2023	5:00 p.m.	Board	RWCD Office
November 15, 2023	5:00 p.m.	Board	RWCD Office
December 13, 2023	5:00 p.m.	Board	RWCD Office
	6:00 p.m.	Public Hearing Allotment of Water	
	6:00 p.m.	Public Hearing Adoption of Budget	

All Board Meetings will begin at 5:00 p.m. and will be held at the District office located at 5440 Freeway Park Drive, Riverdale, Utah. For further information, please call (801) 825-9744.

Board Meetings are typically held on the second Wednesday of each month. Any changes to this schedule will be posted on the Utah Public Notice Website.

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.K. Consideration of Letter of Participation in Weber County's Pre-Disaster Mitigation Plan**

Eli Johnson with the Weber County Sheriff's Office sent me the attached letter for the board of trustees to review and approve for participation in the Weber County Pre-Disaster Mitigation Plan (Plan). This letter is required by FEMA in order for the District to participate in the Plan.

A suggested motion would be, "I move that we approve the Letter of Participation for Weber County's Pre-Disaster Mitigation Plan."

Lisa Schwartz
Weber County Director of Emergency Management
1400 Depot Drive
Ogden, UT 84404

Ms. Schwartz,

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR 201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively at the county, regional, city and local level, Roy Water Conservancy District, a water conservancy district organized and existing under the Utah Water Conservancy Act, §17A-2-1401 et seq., Utah Code Ann. 1953, as amended (the "District"), is submitting this letter of commitment to confirm that the District has agreed to participate in the Weber County Multi-Jurisdictional Mitigation Planning Process.

Further, as a condition to participating in the mitigation planning, the District agrees to meet the requirements for mitigation plans identified in 44 CFR 201.6 and to provide such cooperation necessary and in a timely manner to Weber County to complete the plan in compliance with FEMA requirements.

The District understands that it must engage in the following planning processes as more fully described in the FEMA "Local Mitigation Plan Review Guide", dated October 1, 2011, including but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of action complimentary to these goals. A range of actions must be identified specific for each jurisdiction; Demonstration that there has been proactively offered an opportunity to participate in the planning process by all community stake holders (examples include, involvement in the planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan etc.);
- Documentation of an effective process to maintain and implement the plan; and
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdictions governing body.

Therefore, with full understanding of the obligations incurred by participation in this planning process, the District commits to the Weber County Multi-Jurisdictional Planning effort.

Sincerely,

(Signature)

Mark Ohlin, Chair, Board of Trustees
Roy Water Conservancy District
5440 Freeway Park Drive
Riverdale, UT 84405
(Contact Information)

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 9, 2022

SUBJECT: **IV.L. Discussion of Master Agreement for UDOT's 5600 South Project**

The attached Master Agreement for UDOT's 5600 South Project (Project) has some items that are concerning to me. One of the items is that the District will be required to deposit up front funds for any portion of the Project that the District will have to pay for. For instance, if there is a million dollars' worth of work on the District's infrastructure that the District will be required to pay for, the District will have to deposit this money with UDOT before the work is started and the work could take as long as two years to complete. There is no provision in the Master Agreement that the deposited money will accrue interest to the benefit of the District. If there is work to be constructed, I would prefer that UDOT invoice the work as it is completed, and the District pay the invoices at that time. There are a few other items I would like to change in the agreement. Is it okay with the Trustees if I pursue negotiations with UDOT with Brent Rose's help to change some of the items so they will be more favorable to the District?

This is a discussion item and does not require a motion.

**ROY WATER CONSERVANCY DISTRICT
MASTER AGREEMENT
(Project Third-Party Utilities)**

THIS MASTER AGREEMENT (Project Third-Party Utilities) (the “Agreement”), is made to be effective as of _____, 20__, by and between the **Utah Department of Transportation**, an agency of the State of Utah (“UDOT”), and **Roy Water Conservancy District**, a Special Service District of the State of Utah, (“Third-Party”). Each may also be referred to as a party, (“Party”) and together as parties, (“Parties”).

RECITALS

WHEREAS, UDOT is preparing to award a Progressive Design-Build contract for the highway project identified as Project Number: S-R199(324), Project Name: I-15; SR-97 (5600 South) Widening of 5600 South in Weber County, Utah, (“Project”); and

WHEREAS, a progressive design-build contractor, (“Design-Builder”) will complete the Project design and administer construction; and

WHEREAS, UDOT has identified one or more Third-Party facilities within the limits of the Project (the “Facility” or “Facilities”), and when conflicts with the Project are present, the Project may necessitate the relocation, protection, or adjustment of any or all of the Facilities, (the “Third-Party Work”); and

WHEREAS, the Facilities can be generally described as follows: Irrigation (secondary water) facilities; and

WHEREAS, the Third-Party desires for UDOT to design and perform the Third-Party Work on the Third-Party’s Facilities as necessitated by the Project under the terms stated in this Agreement; and

WHEREAS, the Third-Party will perform the necessary design review and inspection to accommodate the Project; and

WHEREAS, for the purpose of expediting any required Third-Party Work and reimbursements in connection therewith (if any), the Parties are entering into this Agreement to set out the general terms and conditions for the Third-Party Work, with the understanding that future Supplemental Agreements to this Agreement will be entered into covering specific requirements for the Third-Party Work at specific Project locations, and a sample form of a Supplemental Agreement is attached hereto as Exhibit A and incorporated herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for the terms set forth below, which the Parties acknowledge to be good and sufficient consideration, the Parties agree as follows:

1. APPLICATION OF AGREEMENT AND PROJECT'S RESPONSIBILITY FOR COSTS

This Agreement applies to Third Party Work, including: (i) Third-Party Work that UDOT performs on behalf of the Third-Party; (ii) Third-Party Work performed by the Third-Party which UDOT agrees to pay for; and (iii) betterments that relate to Third-Party Work if agreed to by UDOT and if the Third-Party pays for the betterment work (as further described in Section 10 below). The Parties must implement this Agreement for any such work by executing a Supplemental Agreement, and this Agreement is applicable to all of the work described in the Supplemental Agreement. All Supplemental Agreements executed by the Parties are hereby made a part of this Agreement by this reference. For all Supplemental Agreements, this Agreement shall continue to apply to each Supplemental Agreement unless a Party terminates the Supplemental Agreement. If the Parties do not enter any Supplemental Agreements to this Agreement, then this Agreement shall have no effect.

UDOT is responsible for a percentage of the cost to perform the Third-Party Work for Third-Party's Facilities when they are costs that comply with Utah Administrative Code R930-8 and Utah Code § 72-6-116(3)(a)(i), and relocation is necessary to accommodate the construction of a state highway project. If the Facilities include other types of improvements, costs shall be addressed in a Supplemental Agreement that governs such Facilities. This Agreement shall not alter any provision of state law.

2. CONTACT INFORMATION

UDOT's Project Representative is Debra Serio, Third-Party and Railroad Lead, telephone number (801) 540-8761, e-mail debra@dserio.com.

UDOT's Resident Engineer is Trent Beck, telephone number (435) 327-1185, e-mail tbeck@utah.gov, or their designated representative, as assigned.

UDOT's Field Representative is Brandon Wilson, Third-Party Utility Quality Lead (TPUQL), telephone (385) 235-0800, e-mail brandon@dserio.com

Third-Party's contact person is Rodney Banks, telephone number (801) 825-9744 and e-mail rodney@roywater.com.

The Design-Builder contacts are Jacob Jensen, Design Utility Third-Party Lead, telephone (801) 300-2079, e-mail jacob.jensen@horrocks.com and Morgen Baldwin, Third-Parties Utility Construction Lead, telephone (385) 450-1656, e-mail mbaldwin@wwclyde.net. They are collectively referred to as the “Design-Builder Project Representative.”

3. AUTHORIZATION FOR DESIGN WORK

In order to facilitate coordination and obtain technical information about the Third-Party’s Facilities and requirements for inclusion in this Agreement and the Request for Proposals, UDOT provided a Design Authorization Letter to the Third-Party on June 8, 2022, which authorizes certain work as stated in the letter. The Third-Party hereby acknowledges its receipt of that letter and will coordinate in good faith with UDOT concerning any potential conflicts with the Project.

4. SUBSURFACE UTILITY ENGINEERING

UDOT has performed preliminary Subsurface Utility Engineering (“SUE”) within the limits of the Project. Additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project will be reviewed with the Third-Party.

5. PROJECT COORDINATION

The Third-Party requested that UDOT include items of Third-Party Work for relocating and adjusting the Third-Party’s Facilities when necessary in connection with the Project.

During the development of the Project design, the Third-Party and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the Third-Party’s Facilities can be avoided. The Parties shall also consult if additional conflicts are identified, and work to address those conflicts can be made subject to this Agreement by executing a Supplemental Agreement for them. If Third-Party Work for the Third-Party’s Facilities is required by the Project, the Parties will implement this Agreement for each location by entering a Supplemental Agreement to identify each Party’s responsibilities. The Third-Party will perform the necessary design reviews prior to the start of Third-Party Work. UDOT’s Project Representative and Design-Builder will be responsible for coordinating with others if they have interests that relate to the Third-Party’s Facilities.

6. THIRD-PARTY REQUIREMENTS

UDOT will comply with the following Third-Party requirements for its irrigation (secondary water) facilities:

- a. Required time for each activity after the Department approved Project design has been provided to the Third-Party:
 - i. Design review: The Third-Party will review, provide comments and/or approve design plans and betterment cost estimates, if applicable, within **2 weeks** from the time UDOT delivers the design plans to the Third-Party.
 - ii. Third-Party Agreement review and signature routing: 2 weeks review time and must be approved by the Third-Party Board of Trustees at monthly board meeting. Time will restart with each Third-Party Agreement revision.
- b. The Third-Party cannot have facilities out of service during irrigation season (April 1st to October 15th).
- c. UDOT will supply as-constructed plans in digital PDF format and GPS data in shapefiles, upon completion of any required Third-Party Work.

7. UDOT PROCESSES

The following is required for design and construction:

- a. UDOT will schedule and meet with the Third-Party to review the design and scheduling of the Third-Party Work for the Third-Party's Facilities at specific locations on the Project to ensure maximum lead time for advance order of materials and workforce scheduling.
- b. UDOT will design and construct the Third-Party Work in accordance with Third-Party's current standards, Technical Specifications & Construction Standards dated October 14, 2020, which are the standards that are regularly followed by the Third-Party in its own work and not considered a betterment. The Third-Party agrees that UDOT will rely on such standards for the duration of the Project. In the event of a conflict between UDOT and Third-Party standards, the higher standard will be applied.
- c. UDOT will secure permits required for Third-Party Work on their Facilities.
- d. UDOT will notify the Third-Party at least **2 business days** in advance of beginning any Third-Party Work covered by any Supplemental Agreements hereto, to allow the Third-Party time to schedule an inspector to be present during the Third-Party Work. Subsequent notification of when and where Third-Party Work will be performed will be given on a day-to-day basis.

8. RIGHT-OF-WAY

Any easements or replacement right-of-way required in conjunction with the Third-Party Work for Third-Party's Facilities will be acquired by UDOT in accordance with the requirements of Utah Administrative Code R930-8. If UDOT must access Third-Party property to perform or administer any Third-Party Work (or any related betterment work that UDOT agrees to), the Third-Party hereby consents to all such access.

9. **BETTERMENT WORK**

If the Third-Party desires to include betterment work in the Project at any specific location, UDOT, in its sole discretion, may agree to the betterment work if: (i) the difference in costs between the functionally equivalent required Third-Party Work and the Third-Party's desired betterment work that is not required by the Project is the sole cost of the Third-Party; (ii) the betterment work can be accommodated without delaying UDOT's Project; and (iii) the Parties provide for the betterment work in a Supplemental Agreement or in a separate Betterment Agreement. If the Parties enter a separate Betterment Agreement, the Parties agree that the terms of this Agreement shall also apply when not in direct conflict with the Betterment Agreement. UDOT may terminate betterment work that is included in a Supplemental Agreement, and may terminate a separate Betterment Agreement, if the Third-Party does not make payment as required, and at UDOT's convenience, such as if Project needs change. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment work.

10. **SUPPLEMENTAL AGREEMENTS**

UDOT and the Third-Party shall enter into Supplemental Agreements to cover Third-Party Work at specific Project locations. Each Supplemental Agreement will include a description and location of the Third-Party Work to be performed, design drawings showing the original and proposed locations of the Third-Party's Facilities, Third-Party Work schedules, cost estimates from all Parties, participation shares for UDOT and the Third-Party (if any), and any other terms specific to the Third-Party Work. Cost estimates included in Supplemental Agreements do not account for increases due to unknown and unforeseen hardships or other contingencies in accomplishing the Third-Party Work and are subject to change.

All Supplemental Agreements are subject to the terms of this Agreement, and a Supplemental Agreement may only change a provision of this Agreement if it expressly cites such provision and states the change. Changes that are expressly stated in a Supplemental Agreement apply to that Supplemental Agreement only.

The Third-Party will review and approve any final Supplemental Agreement submitted to the Third-Party by UDOT within **2 weeks**.

In the event there are changes in the scope of the Third-Party Work covered by a Supplemental Agreement, a modification to the Supplemental Agreement approved in writing by the Parties is required prior to the start of Third-Party Work on the scope changes. UDOT may terminate Supplemental Agreements by giving reasonable notice to the Third-Party if UDOT no longer needs such work, such as if Project needs or Project funding change.

11. THIRD-PARTY TO NOTIFY UDOT

The Third-Party's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site in order to verify that Third-Party has inspected the Third-Party Work. Third-Party's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

12. INSPECTION

The Third-Party shall provide on-call engineering support by the Third-Party engineer or appropriate representative for design review, schedule coordination, and perform the necessary inspection on the Third-Party's Facilities installed by UDOT, in order to correct or clarify issues while the Third-Party Work is being performed.

- a. The Third-Party engineer and/or inspector shall work with and through UDOT's Field Representative, and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so by UDOT's Field Representative. UDOT will accomplish the Third-Party Work covered herein on Third-Party's Facilities in accordance with the plans and specifications provided and/or approved by the Third-Party, including changes or additions to the plans, which are approved by the Parties hereto.
- b. The Third-Party shall immediately notify UDOT's Field Representative of any deficiencies in the Third-Party Work on the Third-Party's Facilities. The Third-Party shall follow up with written detail to UDOT's Project Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to Third-Party's concerns within 24-hours of written notification.
- d. The Third-Party, through its inspection of the Third-Party Work, will provide UDOT's Field Representative with information covering any problems or concerns the Third-Party may have with acceptance of the facilities upon completion of the Third-Party Work.
- e. Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Third-Party Work does not relieve the Third-Party of any duties in connection with the Third-Party Work or to ensure compliance with acceptable standards.

13. DAILY RECORDKEEPING

UDOT and the Third-Party will each keep daily records of onsite activities. The Third-Party's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by UDOT's Field Representative or an authorized designee and by the Third-Party or its authorized designee. Copies of the daily records shall be retained by the Parties to this Agreement.

14. **REIMBURSEMENT**

UDOT will not reimburse the Third-Party for costs incurred by Third-Party personnel for design review, observation, inspection, operation of any Facilities, or any other work performed as part of their duties. Should it become necessary for the Third-Party to procure outside professional services to perform design review, observation, or inspection to accommodate the Third-Party Work and Project schedule, the Third-Party shall notify UDOT. Upon concurrence by UDOT, the Parties then must execute a Supplemental Agreement to agree to the cost of the services; after execution, and after receiving a notice to proceed from UDOT, the Third-Party may procure outside services through applicable procurement requirements.

15. **SUBMITTAL OF ITEMIZED BILLS**

The Third-Party shall submit itemized bills covering the actual costs incurred for outside services to perform design review, oversight, and inspection work that is covered by the terms of a Supplemental Agreement, and shall submit bills to:

UDOT Contracts and Compliance Specialist
4501 South 2700 West
Construction Office, Box 148220
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project and Supplemental Agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement, and shall be submitted to UDOT within **60 days** following completion of outside services by the Third-Party on the Project. Otherwise, previous payments to the Third-Party may be considered final, except as agreed to between the Parties in writing in advance.

UDOT will reimburse the Third-Party within **60 days** after receipt of the billings, but only for items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the Third-Party to submit final billings within **6 months** of the completion of outside services will result in UDOT's disallowance of that portion of outside services performed by the Third-Party.

16. **SALVAGED MATERIALS**

All materials from Third-Party's existing Facilities which are recovered by UDOT while performing the Third-Party Work and which are not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties hereto.

17. **RIGHT TO AUDIT**

UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the Third-Party pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A (or other applicable provision). Should this audit disclose that the Third-Party has been underpaid, the Third-Party will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the Third-Party has been overpaid, the Third-Party will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the Third-Party is required to keep and maintain its records of outsides services covered herein for a minimum of 3 years after final payment is received by the Third-Party from UDOT.

18. **ACCEPTANCE AND MAINTENANCE**

UDOT will provide notification to the Third-Party to obtain an acceptance for Third-Party Work upon any completion of the final inspection for such work, and the notice will identify the portion of the Facilities that are subject to final acceptance. Upon receipt of any notice, Third-Party will have **60 days** to respond in writing to UDOT's Resident Engineer with any additional comments regarding the identified Third-Party Work. After 60 days the Third-Party is deemed to have accepted the identified Third-Party Work unless the Parties agree otherwise in writing. Upon UDOT's completion of the Third-Party Work identified in a notice, the Third-Party will solely own and maintain such Facilities unless otherwise agreed to by the Parties in writing.

Acceptance means that except as otherwise agreed in a writing signed by authorized representatives of both parties, the Third-Party accepts the Third-Party Work in its "as-is" condition without conditions or reservations, and the Third-Party waives and releases all claims against UDOT and its employees, agents, contractors, and consultants for any and all losses of every kind (including claims, liabilities, liens and damages), whether known or unknown, and whether or not involving negligence. This includes, but is not limited to, releasing UDOT from any responsibility or liability that may result from its new Facilities or the operation thereof (except to the extent prohibited by law). However, the foregoing release shall not apply to matters that are covered by a warranty provided by a contractor. All contractor warranties shall apply as written to obligate the contractor to remedy the warranted work.

19. **ACCESS**

Access for maintenance and servicing of Third-Party's Facilities located on the right-of-way of the Project will be allowed only by permit issued by UDOT to the Third-Party, and the Third-Party will obtain the permit and abide by the conditions thereof (for policing and other controls) in conformance with Utah Administrative Code R930-7. If access during

the Project is needed, the Third-Party shall coordinate access with UDOT.

20. INDEMNIFICATION

Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits, and costs, but not attorneys' fees, for injury or damage of any kind, arising out of its own negligent acts, errors or omissions and those of its officers, authorized agents, and employees in the performance of this Agreement (which includes any Supplemental Agreements), but subject to the following limitations. UDOT is a governmental entity that is subject to the Utah Governmental Immunity Act, and if the Third Party is also a governmental entity within the coverage of that Act, the Third Party is also subject to that Act. Nothing in this paragraph is intended to create additional rights to third parties, or to waive any of the provisions of the Governmental Immunity Act, or to prevent a Party from tendering a claim to its authorized agents, contractors, or others. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided a Party is a governmental entity that is within the coverage of that Act and the Act applies to the action or omission giving rise to the protections described in this paragraph. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment work. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

21. MISCELLANEOUS

The following terms apply to this Agreement:

- a. Any Party may give a written notice under this Agreement by delivering it to the following physical addresses (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<p>To UDOT:</p> <p>UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Lincoln Port Phone: (435) 851-1613 Email: lport@utah.gov</p>	<p>To Third -Party:</p> <p>Roy Water Conservancy District 5440 Freeway Park Drive Riverdale, UT 84405</p>
--	---

- b. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and

- purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- c. UDOT's action or inaction when providing a consent, review, acceptance, approval or taking other action hereunder for any conditions, inspections, plans, specifications, or work, is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same. Any consent, review, acceptance, approval or other action must be taken or given by UDOT's authorized employee or representative.
- d. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. Neither Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement shall be construed to enforce its provisions to the fullest extent allowed under applicable law to give effect to the intent of the Parties, whether or not any provision of this Agreement is invalidated. All Parties negotiated this Agreement and are collectively considered its drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the Parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. The indemnity provision herein and other terms that by their nature are intended to survive this Agreement's termination shall survive. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that its authorized representative has signed this Agreement with authority to bind such Party, which also binds its successors and assigns. Each Party further warrants that all signatures necessary to make this Agreement binding against the Party have been included below, and that this Agreement's terms do not violate other contracts and commitments of the Party. This Agreement may be signed in counterparts and signed electronically.
-

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Roy Water Conservancy District

ATTEST:

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended For Approval:

Utah Department of Transportation

_____ **Title:** Utility and Railroad Leader

_____ **Title:** Project Director

Date: _____

Date: _____

Approved as to Form

Comptroller Office

_____ **Title:** Assistant Attorney General

_____ **Title:** Contract Administrator

Date: _____

Date: _____

EXHIBIT A

ROY WATER CONSERVANCY DISTRICT SUPPLEMENTAL AGREEMENT NO. ____

Supplement to Master Agreement UDOT Finance No. _____

THIS SUPPLEMENTAL AGREEMENT is made to be effective as of the following date, _____, by and between the **Utah Department of Transportation**, (“UDOT”), and Roy Water Conservancy District a Special Service District of the State of Utah (the “Third-Party”). Each may also be referred to as a party, (“Party”) and together as parties, (“Parties”). The Parties agree as follows for the Third-Party Work identified in this Supplemental Agreement:

1. The Parties hereto entered into a Master Agreement (Project Third-Party Utilities) dated _____, UDOT Finance No. _____ (the “MA”). This Supplemental Agreement is hereby made a part of the MA, and the MA applies to and governs this Supplemental Agreement except as expressly stated in Section 3 below. Among other things, the capitalized defined terms in the MA apply to this Supplemental Agreement as well. This Supplemental Agreement applies only to the Third-Party work described herein. All of the provisions of the MA remain in full force and effect, except as expressly modified for this Supplemental Agreement only in Section 3 below.
2. The MA is hereby modified **for this Supplemental Agreement only** as expressly stated below: Not Applicable
3. The Third-Party will perform the following described Third-Party Work in accordance with the terms and conditions of the MA and this Supplemental Agreement:
 - a. Not applicable - no work by Third-Party
4. UDOT will perform the following described Third-Party Work in accordance with the terms and conditions of the MA and this Supplemental Agreement.
 - a. Plan sheets depicting the Third-Party Work to be performed by UDOT are shown in Exhibit “A,” which is attached hereto and incorporated herein by this reference, and the work is generally described as:

- b. The Third-Party Work will be completed between x and x. A schedule for the Third-Party Work is shown in Exhibit "B," which is attached hereto and incorporated herein by this reference.
 - c. The total estimated cost of the Third-Party Work for this Supplemental Agreement is shown in Exhibit "D," which is attached hereto and incorporated herein by this reference.
5. Third-Party As-Built Survey Responsibility: It is the responsibility of the installing Party to collect survey data as required by R930-7-11(6) GPS Requirements.
6. Betterments. If UDOT agrees that betterments can be part of the Third-Party Work, the Parties may enter a separate Betterment Agreement to govern the betterments, or the betterment work shall be as stated below.

Not applicable.

- a. Plan sheets depicting the betterment work are shown in Exhibit "C," which is attached hereto and incorporated herein by this reference, and the work is generally described as:
- b. The betterment work will be completed as shown on the schedule at Exhibit "B."
- c. Total estimated cost of the betterment work is included as a part of Exhibit "C" and is included in the cost estimate summary in section 8 below. The Third-Party agrees that 100% of all betterment costs shall be paid by the Third-Party. The Third-Party must pay UDOT the full amount of the estimated cost of all betterments at the time of signing this Supplemental Agreement. From time to time, UDOT may request additional payments for estimated betterment costs. UDOT may refuse perform, or refuse to continue to perform, betterment work until all requested payments are made. Upon completion of the betterment work, UDOT will either return any overpayment made by the Third-Party, or will send an invoice showing the amount still due from the Third-Party for betterment work. The Third-Party agrees to make payment within 30 days after receiving any invoice from UDOT. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment upon completion of applicable warranty period.

7. Cost Estimate Summary for this Supplemental Agreement:

TOTAL ESTIMATED COST OF SUPPLEMENTAL AGREEMENT	\$0.00
Estimated Cost Breakdown:	
TOTAL ESTIMATED COST OF THIRD-PARTY-PERFORMED WORK	\$0.00
TOTAL ESTIMATED COST OF ANY THIRD-PARTY BETTERMENT WORK*	\$0.00
TOTAL ESTIMATED COST OF UDOT-PERFORMED THIRD-PARTY WORK	\$0.00
COMBINED TOTAL ESTIMATED COST OF THIRD-PARTY WORK	\$0.00
TOTAL ESTIMATED AMOUNT OF THIRD-PARTY PARTICIPATION @ xx%	\$0.00
TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ xx%	\$0.00

* If betterments are not included in this Supplemental Agreement, the estimated cost is zero.

8. Notification and contact information for this Supplemental Agreement:

- a. UDOT will notify the Third-Party's contact person, Rodney Banks, telephone number (801) 825-9744, and e-mail rodney@roywater.com at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
 - b. Third-Party will notify UDOT's Resident Engineer, Trent Beck, telephone number (435) 327-1185, e-mail tbeck@utah.gov, or UDOT's Field Representative at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
-

IN WITNESS WHEREOF, the Parties hereto have executed this Supplemental Agreement (which is part of the MA) to be effective as of the date first written above, and each Party has executed this Supplemental Agreement below by an individual who is authorized to sign on its behalf to create a binding agreement.

Roy Water Conservancy District

Title: _____

Date: _____

.....

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

Comptroller's Office

Title: Contract Administrator

Date: _____

EXHIBIT A

UDOT PLAN SHEETS

EXHIBIT B SCHEDULE

EXHIBIT C BETTERMENT WORK

**If this Supplemental Agreement does not include any
betterment work, this exhibit will not contain any
attachments.**

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: December 14, 2022

SUBJECT: **V.A. Manager and Trustees Reports**

The following is a reminder of upcoming meetings and events:

Board Meeting – December 14, 2022, at 5:00 p.m.
Public Hearing for Allotment of Water – December 14, 2022, at 6:00 p.m.
Public Hearing for 2023 Budget – December 14, 2022, at 6:00 p.m.
D&WCCC Stockholders Meeting – December 15, 2022, at 6:30 p.m.

The following are possible dates for upcoming meetings and events for the first half of 2023:

Board Meeting – January 11, 2023, at 5:00 p.m.
Board Meeting – February 8, 2023, at 5:00 p.m.
Board Meeting – March 8, 2023, at 5:00 p.m.
Utah Water Law and Workshop – March 20-22, 2023, St. George, UT
Board Meeting – April 4 or 19, 2023, at 5:00 p.m.
Board Meeting – May 17, 2023, at 5:00 p.m.
Public Hearing for Allotment of Water – May 17, 2023, at 6:00 p.m.
Board Meeting – June 14, 2023, at 5:00 p.m.
Board Meeting – July 12, 2023, at 5:00 p.m.

The bond closing for the secondary water metering project is scheduled for December 15, 2022, at 10:00 a.m. with the Board of Water Resources.

As of December 13th, East Canyon is 55% full, Echo Reservoir is 59% full, and the Weber River basin precipitation is 156% of median. Currently almost 90% of the state of Utah is in severe to exceptional drought condition. As of January 4, 2022, the District's boundaries were moved to the severe drought category.

INTERNAL AUDIT REPORT

DECEMBER 13, 2022

(NOVEMBER 30, 2022, STATEMENTS)

- | YES | NO | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Obtain bank statements unopened. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Review checks for unusual payees. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. Review signatures on checks for authenticity. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Review any cash transfers or large debit memos for property. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. Question any large or unusual checks that you do not remember discussing or approving. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. Summarize your questions. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. Distribute the report to board members, Child Richards CPAs & Advisors, Rodney Banks, and Linda Toupin. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. Obtain replies to questions from Rodney Banks and distribute with the report. |

COMMENTS: _____

Bank of Utah

1. Account No. ****0122: _____

2. Account No. ****1928: _____

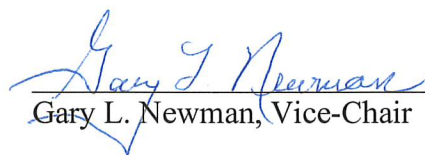
3. Account No. ****0846: _____

PTIF

4. Account No. ****1141: _____

5. Account No. ****2340: _____

I have completed the above procedures for the month of December 13, 2022 (November 30, 2022 Statements).



Gary L. Newman, Vice-Chair

**ZION BANK PURCHASE CARDS
INTERNAL AUDIT REPORT**

DECEMBER 13, 2022,
(NOVEMBER 30, 2022 STATEMENTS)

- | YES | NO | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Obtain purchase card statements. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Review statements for unusual charges. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. Review receipts for charges. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Question any large or unusual charges not previously discussed or approved during board meeting. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. Summarize your questions. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. Distribute the report to board members, Child Richards CPAs & Advisors, Rodney Banks, and Linda Toupin. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. Obtain replies to questions from Rodney Banks and distribute with the report. |

COMMENTS: _____

1. Zions Bank Control Account: _____

2. Purchase Card - Ohlin: _____

3. Purchase Card – Newman: _____

4. Purchase Card - Adams: _____

5. Purchase Card – Ritchie: _____

6. Purchase Card – Zito: _____

7. Purchase Card - Banks: _____

8. Purchase Card - Durbano: _____

9. Purchase Card - Thurgood: _____

10. Purchase Card – Doxey: _____

11. Purchase Card - Sandberg: _____

12. Purchase Card - Toupin: _____

13. Purchase Card - Harris: _____

I have completed the above procedures for the month of December 13, 2022 (November 30, 2022 Statements).



Gary L. Newman, Vice-Chair

FINANCIAL REPORT
• DECEMBER 2022 •

GENERAL FUND

PREVIOUS MONTH	<u>2022</u>	<u>2021</u>	<u>2020</u>
Balance as of November 1	\$ 157,311.59	\$ 208,155.53	\$ 523,422.33
Deposits	\$ 260,126.10	\$ 165,376.29	\$ 162,713.16
Interest on checking	\$ 515.19	\$ 61.19	\$ 85.52
Withdrawals	\$ 205,386.17	\$ 198,184.07	\$ 492,076.31
Balance	\$ 212,566.71	\$ 175,408.94	\$ 194,144.70
TO DATE			
Balance as of December 1	\$ 212,566.71	\$ 175,408.94	\$ 194,144.70
Deposits	\$ 650,684.29	\$ 202,434.32	\$ 217,641.00
Withdrawals	\$ 640,656.06	\$ 234,691.04	\$ 294,293.41
Balance	\$ 222,594.94	\$ 143,152.22	\$ 117,492.29

CAPITAL FACILITIES FUND

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Balance as of November 1	\$ 124,164.20	\$ 121,718.36	\$ 260,001.54
Deposits	\$ -	\$ -	\$ -
Interest on checking	\$ 277.45	\$ 34.48	\$ 113.40
Withdrawals	\$ -	\$ -	\$ -
Balance	\$ 124,441.65	\$ 121,752.84	\$ 260,114.94
TO DATE			
Balance as of December 1	\$ 124,441.65	\$ 121,752.84	\$ 260,114.94
Deposits	\$ -	\$ -	\$ -
Withdrawals	\$ -	\$ -	\$ -
Balance	\$ 124,441.65	\$ 121,752.84	\$ 260,114.94

WEBER BASIN FUND

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Balance as of December 1	\$ 478,474.96	\$ 378,468.80	\$ 301,306.23

CONNECTIONS

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Connections made during the previous month (November)	2	0	1
Total connections made during the current year	15	26	114
Total active connections	10,811	10,796	10,770

SHARES

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Shares of D&WCCC Water Stock to date:	1,515.0	1,512.5	1,512.5
Shares of D&WCCC Water Stock leased to date:	144.0	144.0	144.0
Shares of Wilson Irrigation Stock to date:	21.5	21.0	20.5

UTAH PUBLIC TREASURER'S INVESTMENT FUND

• OPERATIONS & MAINTENANCE ACCOUNT •

		<u>RATE</u>	<u>DATE</u>
Balance as of November 1	\$ 3,280,921.99	3.3688%	Ongoing-Flexible
Deposits (by Weber County)	\$ 108,848.41		
Interest	\$ 9,062.14		
Withdrawals (by wire)	\$ 159,119.00		
Balance	\$ 3,239,713.54		

• METER FUND ACCOUNT •

		<u>RATE</u>	<u>DATE</u>
Balance	\$ 191,954.09	3.3688%	Ongoing-Flexible

12:07 PM
12/14/22

ROY WATER CONSERVANCY DISTRICT

O&M Checks

December 1 - 14, 2022

	Num	Name	Amount
Dec 1 - 14, 22	20075	Ferguson Waterworks	-\$339,701.09
	20076	Wasatch Civil Engineering	-\$5,479.63
	20077	WSP USA Inc.	-\$3,490.87
	20078	Courtney L. Harris	-\$1,878.60
	20079	Justin J. Sandberg	-\$1,720.25
	20080	Kent D. Thurgood	-\$2,104.15
	20081	Linda A. Toupin	-\$1,699.34
	20082	Nathan S. Doxey	-\$1,737.19
	20083	Philip W. Durbano	-\$2,145.15
	20084	Rodney D. Banks	-\$3,701.38
	20085	Courtney L. Harris	-\$1,125.27
	20086	Kent D. Thurgood	-\$1,264.72
	20087	Linda A. Toupin	-\$1,229.42
	20088	Philip W. Durbano	-\$1,489.42
	20089	Rodney D. Banks	-\$1,246.91
	20090	Chad Zito	-\$330.41
	20091	Gary L. Newman	-\$255.41
	20092	Gary S. Adams	-\$330.41
	20093	Jon S. Ritchie	-\$255.41
	20094	Mark W. Ohlin	-\$330.41
	20095	Ace Recycling & Disposal	-\$148.28
	20096	Blue Stakes of Utah	-\$394.20
	20097	Clyde Snow & Sessions	-\$510.00
	20098	Comcast	-\$711.90
	20099	Dominion Energy	-\$543.63
	20100	E.H. Knudson Construction Company	-\$43,060.00
	20101	Ferguson Waterworks	-\$202.74
	20102	Fuel Network	-\$1,569.95
	20103	Home Depot	-\$1,414.02
	20104	J. D. Young & Son Landscape	-\$2,053.00
	20105	Jan-Pro of Utah	-\$215.00
	20106	Les Olson Company	-\$73.43
	20107	Linde Gas & Equipment, Inc.	-\$40.18
	20108	Mountainland Supply Company	-\$1,247.53
	20109	O'Reilly Automotive	-\$18.54
	20110	Opticare Vision Services	-\$96.30
	20111	Ormond Construction, Inc.	-\$135,014.85
	20112	PEHP Group Insurance	-\$12,448.26
	20113	Utah State Tax Commission	-\$2,788.00
	20115	PEHP Long-Term Disability	-\$268.66
	20116	Riverdale City Corporation	-\$162.05
	20117	Rocky Mountain Power	-\$14.97
	20118	Rocky Mountain Power	-\$10.26
	20119	Rocky Mountain Power	-\$31.84
	20120	Truly Nolen of America, Inc.	-\$190.00
	20121	Utah Local Governments Trust	-\$773.37
	20122	Verizon (V)	-\$406.92
	20123	Wasatch Civil Engineering	-\$20,715.51
	20124	Weber Basin Water Cons. District (V)	-\$42,329.58
	20125	AFLAC	-\$176.65
	20126	Douglas P. Pierce	-\$1,500.00
Dec 1 - 14, 22	TOTAL		-\$640,645.06