

Roy Water Conservancy District

5440 South Freeway Park Drive
Riverdale, UT 84405

AGENDA

Monthly Board of Trustees' Meeting
April 13, 2022
5:00 P.M.

- 5:00 p.m.
- I. **CALL TO ORDER** Chair Ohlin

 - II. **PLEDGE OF ALLEGIANCE** Mark Ohlin

 - III. **APPROVAL OF MINUTES** MOTION

 - IV. **BUSINESS**
 - A. Oath of Office – Gary S. Adams District Clerk
 - B. Consideration of Hiring Water Education and Enforcement Employee MOTION
 - C. Consideration of 2022-2023 URS Contribution Rates for Tier 1 and Tier 2 Employees MOTION
 - D. Consideration of 2022-2023 PEHP Insurance Rates MOTION
 - E. Consideration of Reviewed Personnel Policies and Procedures Policy MOTION
 - F. Consideration of Resolution 2022-01 Amended Rules and Regulations MOTION
 - G. Consideration of Agreement for Lease of Water Shares MOTION
 - H. Consideration of Proposed Assessment Rate Structure for 2022 MOTION
 - I. Consideration of Secondary Water Metering Collaboration Agreement MOTION
 - J. Consideration of Secondary Water Metering Grant and Loan Application MOTION
 - K. Consideration of Resolution 2022-02 Amending 2022 Budget MOTION
 - L. Consideration of Resolution 2022-03 Declaring the Severity of the 2022 Drought MOTION
 - M. Consideration of Park43 Townhomes Development Agreement MOTION
 - N. Consideration of Glen Jenkins Subdivision Development Agreement MOTION
 - O. Consideration of Highgate Cove Development Agreement MOTION
 - P. Public Comments

 - V. **REPORTS FROM MANAGER AND TRUSTEES**
 - A. Utah Water Law and UWUA Workshop March 21-23, 2022
 - B. Manager & Trustees Reports
 - C. Review of Monthly Bank Statements and Cancelled Checks Gary Newman

 - VI. **APPROVAL OF FINANCIAL REPORTS**
 - A. Monthly Financial Report MOTION
 - B. 1st Quarter 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: April 8, 2022

SUBJECT: **IV.B. Consideration of Hiring Water Education and Enforcement Employee**

The water education and enforcement employees the District hired during the 2015, 2016, 2017, 2018, 2019, 2020, and 2021 water seasons were a tremendous help to the District's staff and was successful in its objective of educating the District's customers and enforcing the District's rules and regulations regarding watering restrictions. Based on this success, I would like to hire a full time (30 to 40 hours per week) employee for \$15 per hour (or possibly more) who will be classified as a seasonal employee with no benefits as defined in the District's Personnel Policies and Procedures Manual Chapter 3.1(a)(1)(D).

A suggested motion for approval would be, "I move that we approve hiring a water education and enforcement employee."

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

SUBJECT: **IV.C. Consideration of 2022-2023 URS Contribution Rates for Tier 1 and Tier 2 Employees**

The URS contribution rates for Tier 1 and Tier 2 employees will decrease by 0.5% for 2022-2023. Tier 1 rates will be 17.97% for Pension and an additional 3.24% the District contributes for 401k for a total contribution of 21.21%. Tier 2 rates will decrease by 0.5% for the Defined Contribution and Hybrid Pension to 16.19% with an additional 3.24% the District can consider beginning to contribute for 401k. It is recommended that the board of trustees approve the 2021-2022 URS Contribution Rates for Tier 1 and Tier 2 employees.

A suggested motion would be, “I move that we approve the 2022-2023 URS Contribution Rates for Tier 1 and Tier 2 employees and begin to contribute an additional 3.24% to 401k for Tier 2 employees.”

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

SUBJECT: **IV.D. Consideration of 2022-2023 PEHP Insurance Rates**

The PEHP Medical Insurance rates for 2022-2023 will increase by 5.8%. The monthly increase will be \$101.68 (\$1,752.94 to \$1,854.62) for family coverage and \$36.30 (\$626.06 to \$662.36) for single coverage. The PEHP Dental Insurance rates for 2022-2023 will increase by 1.0%. The monthly increase will be \$1.00 (\$100.52 to \$101.52) for family coverage and \$0.48 (\$48.58 to \$49.06) for single coverage. The Opticare rates for 2022-2023 will remain the same (\$14.98 per month for family and \$6.42 per month for single). It is recommended that the board of trustees approve the 2022-2023 PEHP Insurance Rates.

A suggested motion would be, “I move that we approve the 2022-2023 PEHP insurance rates.”

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

SUBJECT: **IV.E. Consideration of Reviewed Personnel Policies and Procedures**

Utah Code Title 17B-1-802 requires the District to annually review its personnel policies to ensure that they conform to the requirements of state and federal law. In performing this review, there are a couple of items that changed for 2022 in the Per Diem and Travel Reimbursement Rules for Employees. There have not been any changes so far for the Per Diem and Travel Reimbursement for Trustees. The following is a list of changes for the employees:

1. The GSA changed their meal per diem structure from 6 tables to 5.
2. The mileage reimbursement for private vehicles increased from 56 cents to 58.5 cents per mile.

There are a few proposed changes and additions to be considered by the trustees.

1. Page 3-4 proposes a change to the annual CPI adjustment.
2. Page 6-1 relates to the URS Tier II discussion in Item C of the agenda.
3. Page 8-1 proposes a change to the promotions percentage which is related to the CPI adjustment (someone could get a promotion, but it would be less than the CPI adjustment).
4. Page 13-2 proposes a new commuting time policy for on call employees which the District has not had in writing in past personnel policies.

Otherwise, there were no other items we noticed in the Personnel Policies and Procedures that were changed by state or federal law so far in 2022.

A suggested motion would be, "I move that we accept the Reviewed Personnel Policies and Procedures with the changes and additions as discussed."



PERSONNEL POLICIES AND PROCEDURES MANUAL

THIS MANUAL IS NOT AND SHALL NOT BE CONSTRUED AS AN EXPLICIT OR IMPLIED CONTRACT OF EMPLOYMENT. ALL EMPLOYEES OF THE DISTRICT ARE AT-WILL EMPLOYEES UNDER UTAH LAW.

Effective ~~September 8, 2021~~ April 13, 2022 (Amended)

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related. The wage or salary range will adjust annually according to the CPI percentage as determined in 3.3(a)(3)(B) effective as of January 1, 2012.

(3) Adjustments in Compensation.

(A) **Merit Pay.** As part of the District's compensation package and employee review process, merit pay may be considered based on an employee's performance in either the District's system boundaries or the West Haven system's boundaries. Merit pay is not guaranteed each year and is based on an employee's review and the District's budget constraints. Each employee will be considered for merit pay and the amount paid to the employee will not necessarily be equal and will be at the General Manager's sole discretion.

(B) **Automatic Annual CPI Adjustments.** In order for employees to maintain constant buying power in the face of either economic inflationary or recessionary periods, all employees' wages or salaries shall be adjusted upward, on an annual basis, based upon any upward adjustment in the Consumer Price Index ("CPI") listed in the December report's Year in Review section as published by the U.S. Department of Labor Bureau of Labor Statistics (http://www.bls.gov/cpi/cpi_dr.htm), at the end of January of the following year. The CPI Adjustments shall not exceed ~~2.5%~~ the published CPI, and when combined with any other compensation adjustments such as competitive pay from a periodic compensation review as provided for in Subsection (C) below, merit pay as provided for in Subsection (A) above, or any other approved compensation adjustment, the combined adjustment shall not exceed ~~3~~ CPI + 1 ½% without Board approval. Each red-circled employee shall receive a one-time pay-out equivalent to the annual CPI Adjustment, and the employee's wage or salary shall not be adjusted, but remain the same in conformance with the Subsection 3.3(a)(1).

(C) **Regular Periodic Compensation Review and Adjustment.** In addition to automatic annual CPI adjustments, wages and salaries shall be reviewed by the General Manager on a periodic basis as provided herein, and if an employee is granted a wage or salary increase as a result of such review, it will be effective on the employee's anniversary date unless another effective date is specified. Periodic compensation reviews will generally involve a market comparability survey, which may be performed in even numbered years. Based upon the results of the survey, the General Manager may recommend compensation adjustments for any number of employees or no employees depending on the results of the survey. The results of the survey shall be discussed by the General Manager with the Board, and the Board, in its discretion, may choose to accept, modify, or reject the results of the survey and the General Manager's recommendation. All compensation adjustments are subject to annual budget appropriations.

(D) Notwithstanding the provisions of Subsections (3)(A), (B) and (C) above, the Board shall have the authority to make such compensation adjustments as it shall, in its sole discretion, determine to be appropriate at any time.

(4) **Anniversary Date.** Unless otherwise specified, for compensation purposes the anniversary date is annually on the date of initial hire or annually on the date of the last promotion.

(5) **Total Compensation.** An employee's total compensation from the District consists not only of the wages or salary that are paid but also of the various benefits that are offered, such as group health and life insurance and a retirement plan, as described in a later section of this manual.

(6) **Questions Regarding Compensation.** Questions regarding the District's compensation program or an employee's individual compensation should be directed to the employee's supervisor or the General Manager.

(b) Work Hours and Attendance.

(1) **Work Week and Work Hours.** The District work week begins on Friday morning immediately after midnight and runs for seven consecutive days, through midnight of the following Thursday, to ensure adequate employee coverage. The regular workweek for all full-time employees is forty hours. Work hours for employees who are not full-time, including appropriate lunch breaks, will be established by their supervisors. Some employees may have regularly scheduled weekend and holiday work days.

CHAPTER VI EMPLOYEE BENEFIT PROGRAMS AND POLICIES

6.1 EMPLOYEE BENEFIT PROGRAMS

The District has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness, disability, and death, and to help you plan for retirement, deal with alcohol or drug problems, and enhance your job-related skills. This section of the manual is meant to highlight some features of our benefit programs. Our group Health and Life Insurance is furnished by independent insurance carriers. Our Retirement program is provided through the Utah State Retirement System. These programs are described more fully in summary plan description booklets provided once you are eligible to participate in these programs.

6.2 SOCIAL SECURITY

District employees automatically participate in the federal Social Security plan. The District matches the employee contribution. Social Security benefits and rules change from time to time. By calling the Social Security office, information on current policies and benefits can be obtained.

6.3 UTAH RETIREMENT SYSTEM

(a) **Mandatory Participation.** The District is a member of the Utah State Retirement System (“State Retirement System” or “System”), and all qualified District Personnel are subject to the applicable provision of Title 49, Utah Code Ann., 1953, as amended from time to time (the “Retirement Act”). Participation in the State Retirement System is mandatory for all qualified personnel. Qualified personnel are all District regular employees who work an average of twenty (20) hours of service or more per week and receive benefits normally provided by the District as approved by the Retirement Board. Any person entering regular employment with the District on or after July 1, 2011, shall participate in and be governed by the provisions of the New Public Employees’ Tier II Contributory Retirement Act, Title 49, Chapter 22, Utah Code Ann., 1953, as amended.

(b) **District Contributions.**

(1) **Tier I.** Employees entering the State Retirement System before July 1, 2011, have benefits that accrue at the rate set by the State Retirement System. The District pays 100% of the required retirement contribution together with additional (as the Board approves) contributions to a deferred compensation account under Section 401(k) of the Internal Revenue Code which is administered by the State Retirement System in the employee’s name in conformance with the requirements of the Retirement Act. Employees may also contribute their own funds into a Section 401(k) or Section 457 deferred compensation account administered in the employee’s name by the State Retirement System.

(2) **Tier II.** Employees entering the State Retirement System on or after July 1, 2011, may choose to participate in either a Hybrid Retirement System or a Defined Contribution (DC) Plan that has benefits that accrue at the rates set by the State Retirement System. Retirement election must be completed within one (1) year from date of employment. The election made is irrevocable. If no election is made, the default is the Hybrid Retirement System. The District pays 100% of the required retirement contribution which is administered by the State Retirement System in the employee’s name in conformance with the requirements of the Retirement Act for whichever option the employee chooses. The District also pays 100% of an additional (as the Board approves) contribution to a deferred compensation account under Section 401(k) of the Internal Revenue Code which is administered by the State Retirement System in the employee’s name in conformance with the requirements of the Retirement Act. Employees may also contribute their own funds into a Section 401(k) or Section 457 deferred compensation account administered in the employee’s name by the State Retirement System.

(c) **District Manager Exemption.** If the District General Manager participated in the State Retirement System before July 1, 2011, the District General Manager has the right to be exempt from the Utah State Retirement System as allowed under applicable provisions of the Retirement Act. The General Manager’s contribution is placed in a deferred compensation account under Section 401(k) or Section 457 (deferred compensation plan for state and local

**CHAPTER VIII
PROMOTION, DEMOTION, TRANSFER
REDUCTION IN FORCE, RESIGNATION AND TERMINATION**

8.1 PROMOTION

When an employee is promoted, the employee's rate of pay shall be determined as follows:

(a) If the compensation received in the previous position is below the minimum rate for the new position to which the employee is promoted, the employee's rate of pay shall be increased to the minimum rate for the new position.

(b) Unless otherwise authorized by the Board, if the compensation received in the previous position is higher than the minimum rate for the new position to which the employee is promoted, the employee's rate of pay shall be determined by the General Manager, in his discretion, but: (i) may not be lower than the employee's current compensation, (ii) may not exceed 515% of the employee's current compensation, and (iii) shall not exceed the maximum range of the new position.

(c) All adjustments to an employee's wages shall become effective at the start of the pay period following the effective date of the promotion.

8.2 DEMOTION

When an employee is demoted, the employee's rate of pay shall be determined as follows:

(a) If the current compensation received in the prior position falls within the pay range for the new position to which the employee is demoted, the employee's rate of pay shall not change.

(b) If the compensation received in the prior position is greater than the maximum for the new position to which an employee is demoted, the compensation shall be reduced to the maximum rate for the new position.

(c) All adjustments to an employee's wage shall become effective at the start of the pay period following the effective date of the demotion.

8.3 TRANSFER WITHIN THE SAME CLASS

When an employee transfers from one position in a class to another position within the same class, the employee's rate of pay shall remain unchanged.

8.4 REDUCTION-IN-FORCE

Should it become necessary to undergo a reduction of the work force, brought about by a curtailment of operating revenues, technological innovation, the discontinuance or reduction in service, reasons consistent with the economic and efficient administration of the District, or any other grounds at the sole discretion of the District, the General Manager shall attempt to utilize the following sequence as far as practicable to achieve the required reduction:

- (a) Temporary/Seasonal Employees
- (b) Regular part-time employees (may be separated or reduced in work hours)
- (c) Regular full-time employees (may be separated or reduced in work hours)

In determining which employee(s) shall be separated, the General Manager shall designate which job classifications are affected and may utilize such factors as, but not limited to, seniority, performance and organization needs.

13.4 NEPOTISM

No relative of any member of the District's Board of Trustees, the General Manager or any other employee of the District may be appointed in or to any position of employment with the District when the salary, wages, pay or compensation of said appointee will be paid from public funds. Notwithstanding the foregoing, a relative may be appointed in and to a position with the District so long as the relative is to serve only as a "volunteer" as defined in, and the relative is appointed pursuant to, the provisions of Chapter 3.1(a)(1)(E) of the District's Personnel Policies and Procedures Manual. For purposes of this Section, a relative is defined to mean a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

13.5 CONFLICTS OF INTEREST

The District shall comply with the applicable provisions of the Utah Public Officers and Employees Ethics Act, Title 67-16-1 et seq. U.C.A., which includes, without limitation, the following guidelines:

(a) Every employee who is an officer, trustee, agent, employee or the owner of a substantial interest in any business entity which is subject to business with the District shall disclose any such position held and the precise nature and value of the employee's interest upon first becoming a public officer or public employee, and again whenever the employee's position in the business entity changes significantly or if the value of his interest in the entity is significantly increased. (Title 67-16-7 U.C.A.)

(b) No public officer or public employee shall participate in his official capacity or receive compensation in respect to any transaction between the state or any of its agencies (including, by definition, the District) and any business entity as to which such public officer or public employee is also an officer, director, or employee or owns a substantial interest, unless disclosure has been made as provided in Title 67-16-7 U.C.A. (Title 67-16-8 U.C.A.)

(c) No public officer or public employee shall have personal investments in any business entity which will create a substantial conflict between his private interests and his public duties. (Title 67-16-9 U.C.A.)

13.6 GARNISHMENTS

Garnishments of employee wages are a subject of concern for the District. Title 70C-7-104 U.C.A. provides that "No employer may discharge any employee because his earnings have been subject to garnishment in connection with any one judgment." However, because the processing of garnishments involve an expense to the District, an employee may be charged an administrative fee to pay such costs. When an employee's wages are garnished, the General Manager will discuss the matter with the subject employee and assist in corrective action. Repeated garnishments may justify the District in taking disciplinary measures not inconsistent with Utah law.

13.7 ON CALL EMPLOYEES LIVE WITHIN A REASONABLE COMMUTING TIME

All District employees required to be on call for the District's and Weber Basin's West Haven systems shall live a reasonable commuting time of no more than thirty (30) minutes from a central location of the two systems which is the intersection of 3500 West and 4000 South in West Haven ("Central Location"). The time shall be computed with Google maps or another reputable mapping software from the address of the employee's residence to the Central Location. When an employee who is required to be on call lives a commuting time of more than thirty (30) minutes from the Central Location, the employee will not be allowed to drive their District assigned vehicle to their residence and will be required to commute back and forth in their personal vehicle. When the employee is on call, the employee shall make reasonable arrangements to be able to respond to the Central Location in no more than thirty (30) minutes.

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

SUBJECT: **IV.F. Consideration of Resolution 2022-01 Amended Rules and Regulations**

As requested at last month's board meeting by the Trustees, attached is a proposed amendment to the District's Rules and Regulations adding a policy regarding the removal of existing petitions and contracts from parcels. The District's attorney proposes adding Section 10 to the District's Rules and Regulations.

A suggested motion would be, "I move that we approve Resolution 2022-01 Amended Rules and Regulations with the amendments as discussed."

ROY WATER CONSERVANCY DISTRICT

RESOLUTION NO. ~~2021~~ - ~~017~~

A RESOLUTION AMENDING AND RESTATING UNIFORM RULES AND REGULATIONS FOR THE ALLOTMENT OF WATER AND PROVIDING OF WATER SERVICE

~~FOURTH~~~~THIRD~~-AMENDMENT

WHEREAS, the Board of Trustees (the “Board”), of the Roy Water Conservancy District, a political subdivision of the State of Utah, organized and existing pursuant to the laws of the State of Utah (the “District”), previously adopted Resolution Nos. ~~2021-07~~, 2018-10 and 2016-07, Amended and Restated Uniform Rules and Regulations for the Allotment of Water and Providing Water Service (the “First, ~~Second~~ and ~~Second-Third~~ Amended and Restated Rules and Regulations”); and

WHEREAS, the Board has determined it to be necessary to further amend and restate the ~~Second-Third~~ ~~Third~~ Amended and Restated Rules and Regulations for the purpose of adding new provisions and clarifying provisions set forth in the Rules and Regulations, and that the adoption of this Resolution again Amending and Restating Uniform Rules and Regulations for the Allotment of Water and Providing Water Service (the “~~Third-Fourth~~ Amended and Restated Rules and Regulations”), is in the best interest of the general health, safety and welfare of the citizens it serves within the District.

NOW, THEREFORE, be it resolved by the Board of the District as follows:

SECTION 1 GENERAL

The District hereby adopts the following ~~Third-Fourth~~ Amended and Restated Uniform Rules and Regulations governing water service to be provided by the District (the “Regulations”).

SECTION 2 DEFINITION OF KEY TERMS

2.1. Definition of Key Terms. The following key terms are defined for the purpose of these Regulations as follows:

Act. Collectively, the Utah Local District Act, Title 17B-1-101 *et seq.*, Utah Code Ann. (1953), as amended, and the Utah Water Conservancy District Act, Title 17B-2a-1001 *et seq.*, Utah Code Ann. (1953), as the same may be amended from time-to-time.

Applicant. Each owner of a Premises petitioning for a Water Allotment Contract and each owner of a Premises applying for a Water Lease Contract in connection with a New Property to be served, or an agent duly authorized by said Owner pursuant to a legal power of attorney. Upon execution of a Water Contract, the Applicant becomes a Customer of the District.

Board. The duly appointed governing board of trustees of the District, having such powers as are enumerated in Section 17B-1-301 Utah Code Ann. (1953), as the same may be amended from time to time, and those powers necessarily implied therefrom.

accepting water service from the District, grants a license to the District to enter upon the Premises of the Customer solely for the purpose of making said emergency repairs.

SECTION 10 NON-REMOVAL OF WATER ALLOTMENTS

10.1 Water Allotments Perpetually Attached. All prior and future allotments of water made under any basis of allotment, and all rights, interests and obligations accruing thereunder, shall be appurtenant to and perpetually attached to the land upon which the District's irrigation water is to be beneficially used as particularly described in the Water Allotment Contract pursuant to which the allotment was originally made (the "Original Allotment Property"), and all assessments levied upon such land, including a debt service component and an operations and maintenance component (the "Contract Assessment"), shall upon certification as prescribed by law, become a perpetual lien on the Original Allotment Property. The District's water shall only be used on the Original Allotment Property and upon no other property, and the Board shall not remove an allotment of water from the Original Allotment Property.

10.2 Subdivision of Property and Reallocation of Allotments Authorized. Notwithstanding the provisions of Section 10.1 above, as water allotments are perpetually attached to the land, Water Allotment Contracts are assignable to successors-in-interest of title to the Original Allotment Property, and the Board may authorize the reallocation of a proportionate amount of the allotted water to subdivided parcels of the Original Allotment Property held in separate ownership from that of the original holder or legal successor-in-interest of the allotment (the "Reallocated Allotment Property"), upon such terms and conditions as the Board may determine to be appropriate under the circumstances. In the event of a reallocation of allotted water as provided herein, the contract allotment shall perpetually attach to the Reallocated Allotment Property and the Contract Assessment due and owing shall remain and be a perpetual lien against the Reallocated Allotment Property in an amount proportional to the acreage of the Reallocated Allotment Property in relation to the Original Allotment Property.

SECTION 110 MISCELLANEOUS

110.1 Compliance with Applicable Laws and Regulations. The District shall comply with all applicable local, state and federal laws, ordinances, statutes and regulations which now or may hereafter govern the ownership, operation, maintenance, repair and replacement of the District Water System, water rights and sources of water supply, and shall adopt resolutions imposing such additional rules and regulations as shall be necessary to fully implement and comply with the same.

110.2 Amendments to These Regulations. These Regulations may be changed and amended from time to time by appropriate action of the Board. No exceptions to these Regulations will be permitted without the prior written approval of the Board of District.

110.3 Savings Clause. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid by a court of law, such determination shall not affect the validity of the remaining portions of this resolution, which shall remain binding and enforceable against the Customers of the District.

110.4 Captions. The section and paragraph headings contained in this Resolution are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

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110.5 Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

110.6 Enforcement. In addition to termination of water service and other remedies provided by law and in equity, the District shall be entitled to file an action to force compliance with these rules and regulations by injunctive and other appropriate relief.

110.7 Effective Date. This resolution shall be in full force and effect from and after the date of passage and adoption hereof.

PASSED AND ADOPTED this ~~14th~~-13th day of ~~July~~April, 2022~~1~~.

ROY WATER CONSERVANCY DISTRICT

By: _____
Chair, Board of Trustees

ATTEST:

By: _____
District Clerk

seal

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

SUBJECT: **IV.G. Consideration of Agreement for Lease of Water Shares**

The attached Agreement for Lease of Water Shares is between the District and Mr. Jade Hadfield and will be for the lease of the District's 21 Wilson Irrigation Company shares for the 2022 irrigation season. The amount is for the cost of the shares plus 5% which is the same amount when the District leases shares to other entities and when the District leases shares from other shareholders. If approved, the agreement will be signed and sent to Wilson Irrigation Company for their information.

A suggested motion would be, "I move that we approve the Agreement for Lease of Water Shares."

AGREEMENT FOR LEASE OF WATER SHARES

THIS AGREEMENT FOR LEASE OF WATER SHARES (“*Lease Agreement*”), is made and entered into this 1st day of April, 2022 (the “*Effective Date*”), by and between ROY WATER CONSERVANCY DISTRICT, a water conservancy district and body politic of the State of Utah (“*District*”), and JADE HADFIELD, whose address is 4577 South 4500 West, West Haven, UT 84401, (the “*Lessee*”). The District and the Lessee are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, the District owns twenty-one (21) shares of the corporate stock of Wilson Irrigation Company (“*Wilson*”), and the Lessee desires to lease from the District 21 of said shares; and

WHEREAS, the District’s Board of Trustees (the “*Board*”), is willing to lease 21 shares of its Wilson stock, evidenced by Stock Certificate Numbers 4572, 4586, 4618 and 4817 (collectively, the “*Shares*”), copies of which are attached as EXHIBIT “A” hereto and incorporated by reference herein, pursuant to the terms and provisions of this Lease Agreement;

NOW THEREFORE, in consideration of the rent to be paid for the lease of said Shares, and the other terms and provisions of this Lease Agreement, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties mutually agree as follows:

1. LEASEHOLD; USE; NO WARRANTY OF SUPPLY.

(a) Subject to the provisions of Section 6 herein, the District hereby leases the Shares to the Lessee, together with all water and contract rights associated therewith, subject to and in conformance with the terms, covenants and conditions set forth in this Lease Agreement. Title to the above-described stock certificates representing the Shares, shall remain vested in, and the physical possession thereof shall be retained by the District; however, the District shall notify Wilson of this Lease Agreement and the term thereof, and instruct Wilson to deliver to Lessee, at Lessee’s designated point of diversion, the water under the Shares that would otherwise be deliverable to the District thereunder. This Lease Agreement shall be subject to the approval by Wilson of the Lease effectuated hereby.

(b) The Lessee’s use of water under the Shares shall be limited to those lawful uses authorized under, and shall be subject, in all respects, to the articles of incorporation, bylaws and applicable rules and regulations of Wilson (collectively, the “*Rules and Regulations*”), as pertaining to the Shares, and Lessee’s right to the use of Wilson water thereunder pursuant to this Lease Agreement.

(c) The District makes no warranty or representation, of any kind or nature, as to whether or to what extent water may be available for use by Lessee under the Shares leased pursuant to this Lease Agreement, and that Lessee shall, in all respects, be bound by the same limitations as all other Wilson shareholders as to Wilson’s available water supply.

2. LEASE TERM; RENEWAL LIMITATIONS.

(a) The term of this Lease (the “*Lease Term*”), shall be for 2022 irrigation season only, commencing when Wilson declares the beginning of their irrigation season which is typically on April 15, 2022 and continuing so long as irrigation water is made available for delivery by Wilson to its shareholders, but in no event later than October 15, 2022 (the “*Irrigation Season*”), subject to the call back provisions of Section 6 herein. This Lease Agreement shall terminate at the expiration of the Lease Term.

(b) The Lessee hereby acknowledges and agrees that the District will require the use of its water under the Shares in the future, and as such the Lessee understands that any possibility of renewal of this Lease Agreement and/or any change in the number of Shares available for lease in the event of a renewal hereof shall be determined at the sole discretion of the Board. The District will allow the Lessee to have a first right of refusal in subsequent irrigation seasons if the Board authorizes the lease of the Shares during that irrigation season. The Lessee hereby agrees that it shall not assert and expressly waives any right to assert any claim to the continued use of water under the Shares based upon its having come to rely on the use of water thereunder and/or that the Lessee may be damaged or otherwise disadvantaged, in any way, without the use of the water supply made available to Lessee pursuant to this Lease Agreement.

3. REPRESENTATION OF TITLE AND QUIET POSSESSION. The District hereby represents that it owns the Shares, and that it has full right and authority to lease the Shares to the Lessee subject and pursuant to the terms and provisions of this Lease Agreement, and that the Lessee shall have and retain the quiet enjoyment and rights to the use of water under the Shares during the Lease Term subject to the Rules and Regulations.

4. RENT; PAYMENT OF WILSON ASSESSMENTS.

(a) Rent. The rent due and payable for the lease of the Shares hereunder (“*Rent*”), shall be, an amount equal to the annual regular assessment charged by Wilson against its corporate stock for the 2022 irrigation season plus an additional five percent (5%) of the assessment amount. The total amount of the Rent shall be due and payable by the Lessee to the District upon execution hereof by the Parties. Rent in any subsequent years shall be the annual regular assessment charged by Wilson against its corporate stock for that irrigation season plus an additional 5% of the assessment amount in that irrigation season.

(b) Payment of Wilson Assessments. It shall be the sole responsibility of the District to pay and discharge when due all regular and special assessments, and other fees and charges, levied by Wilson and due and owing on the Shares. The District shall at all times maintain the shares as valid and in good standing during the Lease Term.

5. VOTING RIGHTS. The District shall continue to have and retain throughout the Lease Term all voting rights, powers and authority appertaining to the Shares.

6. CALL-BACK AND PARTIAL TERMINATION. If, at any time, and from time to time during the Lease Term, the Board determines, in its sole discretion, that it needs to increase its water supply to serve its customers, the District shall have the right to call-back up to total combined maximum of twenty percent (20%) of the Shares leased to the Lessee hereunder (the “*Call-back Shares*”), and the Lessee agrees to relinquish the Call-back Shares to the District, subject to the following:

(a) The District shall send to the Lessee written notice of its intent to exercise any call-back right under this Section, including in said notice the number of Call-back Shares to be relinquished and the date upon which the District shall commence the use of water thereunder (the “*Relinquishment Date*”). Notice shall be delivered by the District to the Lessee, in conformance with the provisions of Section 10 herein, no less than ten (10) days prior to the Relinquishment Date.

(b) The District shall be obligated to notify Wilson of the exercise of any call-back right hereunder and the Relinquishment Date upon which water under the Call-back Shares shall be delivered by Wilson to the District.

(c) The District shall reimburse to the Lessee the Rent paid by the Lessee for any Call-back

Shares. The amount of reimbursement due shall be equal to the full amount originally paid by the Lessee in proportion to the number of Call-back Shares required to be relinquished as set forth in the notice provided for in Section 4(a) herein. The reimbursement amount determined to be due and owing for any Call-back Shares relinquished hereunder shall be paid by the District to the Lessee, in full, prior to the Relinquishment Date therefore.

(d) The Parties hereby acknowledge and agree that this Lease Agreement shall be terminated as to any series of Call-back Shares effective as of the Relinquishment Date. With regard to all remaining Shares, this Lease Agreement shall remain in full force and effect in accordance with its terms.

7. **DEFAULT.** The failure by the Lessee to observe and perform any of the terms and provisions of this Lease Agreement, where the failure to perform shall continue for a period of ten (10) days after written notice from the District, shall constitute a material default in breach of this Lease Agreement by the Lessee; however, in event the default is such that it cannot be cured within said ten day period, there shall be no event of default if the defaulting Party shall commence to cure the default within the ten day period and proceeds thereafter to cure the default with all possible diligence, and the default is cured within a reasonable period. In the event the default is not cured as provided herein, this Lease Agreement shall terminate upon the delivery of written notice thereof by the District to the Lessee, and the District shall so notify Wilson.

8. **INDEMNITY.** The Lessee shall, to the extent allowed by law, indemnify, hold harmless and defend the District, its trustees, officers, employees, agents and representatives, from and against any and all claims, damages, injuries, losses, or liabilities which arise out of or are in any way related, directly or indirectly, to the delivery and use of water by the Lessee under the Shares pursuant to this Lease Agreement.

9. **SUBLEASE; ASSIGNMENT.** The Lessee shall not sublease the Shares, or any portion thereof or right thereunder, or otherwise assign its interest under this Lease Agreement, without the express written consent of the District.

10. **NOTICE.** Any notice given under this Lease Agreement shall be deemed sufficient if given in writing and delivered by hand or deposited in the United States mail, postage prepaid, and addressed as follows:

TO THE DISTRICT:

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

TO THE LESSEE:

Jade Hadfield
4577 South 4500 West
West Haven, Utah 84401

The above addresses may be changed at any time upon written notice as provided herein.

11. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals first set forth above and all Exhibits hereto and hereby incorporated into and made a part of this Lease Agreement.

12. **INTEGRATION.** This Lease Agreement constitutes the entire understanding and agreement of the Parties, and supersedes all offers, negotiations and other agreements pertaining to the subject hereof.

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There are no representations, understandings or agreements of any kind not set forth herein.

13. **AMENDMENT.** Any amendment to this Lease Agreement must be in writing and executed by the Parties.

14. **ATTORNEY'S FEES.** In the event that this Lease Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

15. **SEVERABILITY.** If any provision of this Lease Agreement is held to be void or unenforceable, in whole or in part: (i) such holding shall not affect the validity and enforceability of the remainder of this Lease Agreement, including any other provision, paragraph or subparagraph, and (ii) the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

16. **BINDING EFFECT.** This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest and assigns.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as of the Effective Date.

DISTRICT:

ROY WATER CONSERVANCY DISTRICT

By: _____
Rodney Banks, General Manager/Treasurer

LESSEE:

By: _____
Jade Hadfield

**EXHIBIT “A”
(to Lease Agreement)**

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

SUBJECT: **IV.H. Consideration of Proposed Assessment Rate Structure for 2022**

The attached rate schedule shows the result of a 10% increase for meter installation as defined in Utah Code Annotated 73-10-34(2)(b). The following is the language of Section 34 paren 2 related to the establishment of the meter installation reserve:

(b) Beginning January 1, 2022, a secondary water supplier shall establish a meter installation reserve for metering installation and replacement projects.

(c) A secondary water supplier, including a small secondary water retail supplier, may not raise the rates charged for secondary water:

(i) by more than 10% in a calendar year for costs associated with metering secondary water unless the rise in rates is necessary because the secondary water supplier experiences a catastrophic failure or other similar event; and

(ii) unless, before raising the rates on the end user, the entity charging the end user provides a statement explaining the basis for why the needs of the secondary water supplier required an increase in rates.

If approved, the amount of this rate increase will be placed in the meter installation account that was established in 2021 for the purpose of installing meters. If the rate structure is approved, a public hearing will be held on May 11th.

A suggested motion would be, "I move that we approve a ___% assessment rate increase for 2022."

CONTRACT ASSESSMENT SCHEDULE
Proposed for May 11, 2022

| <i>Size</i> | <i>Range (square feet)</i> | <i>Acre Feet</i> | <i>Water Charge</i> | <i>O&M Charge</i> | <i>2021 Meter I&R</i> | <i>2022 Meter I&R</i> | <i>Yearly Assessment</i> | |
|---------------|----------------------------|------------------|---------------------|-----------------------|---------------------------|---------------------------|--------------------------|------------|
| 1 Acre | 0 | 10,000 | 0.62 | \$27.29 | \$163.09 | \$17.13 | \$20.75 | \$228.26 |
| | 10,001 | 12,000 | 0.76 | \$33.45 | \$163.09 | \$17.69 | \$21.42 | \$235.65 |
| | 12,001 | 14,000 | 0.90 | \$39.62 | \$163.09 | \$18.24 | \$22.09 | \$243.04 |
| | 14,001 | 16,000 | 1.10 | \$48.42 | \$163.09 | \$19.04 | \$23.06 | \$253.61 |
| | 16,001 | 18,000 | 1.20 | \$52.82 | \$163.09 | \$19.43 | \$23.53 | \$258.87 |
| | 18,001 | 21,780 | 1.50 | \$66.03 | \$163.09 | \$20.62 | \$24.97 | \$274.71 |
| | 21,781 | 32,670 | 2.25 | \$99.04 | \$163.09 | \$23.59 | \$28.57 | \$314.29 |
| 32,671 | 43,560 | 3.00 | \$132.06 | \$163.09 | \$26.56 | \$32.17 | \$353.88 | |
| 2 Acre | 43,561 | 53,560 | 3.62 | \$159.35 | \$163.09 | \$29.02 | \$35.15 | \$386.61 |
| | 53,561 | 55,560 | 3.76 | \$165.51 | \$163.09 | \$29.57 | \$35.82 | \$393.99 |
| | 55,561 | 57,560 | 3.90 | \$171.68 | \$163.09 | \$30.13 | \$36.49 | \$401.39 |
| | 57,561 | 59,560 | 4.10 | \$180.48 | \$163.09 | \$30.92 | \$37.45 | \$411.94 |
| | 59,561 | 61,560 | 4.20 | \$184.88 | \$163.09 | \$31.32 | \$37.93 | \$417.22 |
| | 61,561 | 65,340 | 4.50 | \$198.09 | \$163.09 | \$32.51 | \$39.37 | \$433.06 |
| | 65,341 | 76,230 | 5.25 | \$231.10 | \$163.09 | \$35.48 | \$42.97 | \$472.64 |
| 76,231 | 87,120 | 6.00 | \$264.12 | \$163.09 | \$38.45 | \$46.57 | \$512.23 | |
| 3 Acre | 87,121 | 97,120 | 6.62 | \$291.41 | \$163.09 | \$40.90 | \$49.54 | \$544.94 |
| | 97,121 | 99,120 | 6.76 | \$297.57 | \$163.09 | \$41.46 | \$50.21 | \$552.33 |
| | 99,121 | 101,120 | 6.90 | \$303.73 | \$163.09 | \$42.01 | \$50.88 | \$559.71 |
| | 101,121 | 103,120 | 7.10 | \$312.54 | \$163.09 | \$42.81 | \$51.84 | \$570.28 |
| | 103,121 | 105,120 | 7.20 | \$316.94 | \$163.09 | \$43.20 | \$52.32 | \$575.55 |
| | 105,121 | 108,900 | 7.50 | \$330.14 | \$163.09 | \$44.39 | \$53.76 | \$591.38 |
| | 108,901 | 119,790 | 8.25 | \$363.16 | \$163.09 | \$47.36 | \$57.36 | \$630.97 |
| 119,791 | 130,680 | 9.00 | \$396.17 | \$163.09 | \$50.33 | \$60.96 | \$670.55 | |
| 4 Acre | 130,681 | 140,680 | 9.62 | \$423.47 | \$163.09 | \$52.79 | \$63.93 | \$703.28 |
| | 140,681 | 142,680 | 9.76 | \$429.63 | \$163.09 | \$53.34 | \$64.61 | \$710.67 |
| | 142,681 | 144,680 | 9.90 | \$435.79 | \$163.09 | \$53.90 | \$65.28 | \$718.06 |
| | 144,681 | 146,680 | 10.10 | \$444.59 | \$163.09 | \$54.69 | \$66.24 | \$728.61 |
| | 146,681 | 148,680 | 10.20 | \$449.00 | \$163.09 | \$55.09 | \$66.72 | \$733.90 |
| | 148,681 | 152,460 | 10.50 | \$462.20 | \$163.09 | \$56.28 | \$68.16 | \$749.73 |
| | 152,461 | 163,350 | 11.25 | \$495.22 | \$163.09 | \$59.25 | \$71.76 | \$789.32 |
| 163,351 | 174,240 | 12.00 | \$528.23 | \$163.09 | \$62.22 | \$75.35 | \$828.89 | |
| 5 Acre | 174,241 | 184,240 | 12.62 | \$555.52 | \$163.09 | \$64.68 | \$78.33 | \$861.62 |
| | 184,241 | 186,240 | 12.76 | \$561.69 | \$163.09 | \$65.23 | \$79.00 | \$869.01 |
| | 186,241 | 188,240 | 12.90 | \$567.85 | \$163.09 | \$65.78 | \$79.67 | \$876.39 |
| | 188,241 | 190,240 | 13.10 | \$576.65 | \$163.09 | \$66.58 | \$80.63 | \$886.95 |
| | 190,241 | 192,240 | 13.20 | \$581.05 | \$163.09 | \$66.97 | \$81.11 | \$892.22 |
| | 192,241 | 196,020 | 13.50 | \$594.26 | \$163.09 | \$68.16 | \$82.55 | \$908.06 |
| | 196,021 | 206,910 | 14.25 | \$627.28 | \$163.09 | \$71.13 | \$86.15 | \$947.65 |
| 206,911 | 217,800 | 15.00 | \$660.29 | \$163.09 | \$74.10 | \$89.75 | \$987.23 | |
| 6 Acre | 217,801 | 227,800 | 15.62 | \$687.58 | \$163.09 | \$76.56 | \$92.72 | \$1,019.95 |
| | 227,801 | 229,800 | 15.76 | \$693.74 | \$163.09 | \$77.12 | \$93.40 | \$1,027.35 |
| | 229,801 | 231,800 | 15.90 | \$699.91 | \$163.09 | \$77.67 | \$94.07 | \$1,034.74 |
| | 231,801 | 233,800 | 16.10 | \$708.71 | \$163.09 | \$78.46 | \$95.03 | \$1,045.29 |
| | 233,801 | 235,800 | 16.20 | \$713.11 | \$163.09 | \$78.86 | \$95.51 | \$1,050.57 |
| | 235,801 | 239,580 | 16.50 | \$726.32 | \$163.09 | \$80.05 | \$96.95 | \$1,066.41 |
| | 239,581 | 250,470 | 17.25 | \$759.33 | \$163.09 | \$83.02 | \$100.54 | \$1,105.98 |
| 250,471 | 261,360 | 18.00 | \$792.35 | \$163.09 | \$85.99 | \$104.14 | \$1,145.57 | |
| 7 Acre | 261,361 | 271,360 | 18.62 | \$819.64 | \$163.09 | \$88.45 | \$107.12 | \$1,178.30 |
| | 271,361 | 273,360 | 18.76 | \$825.80 | \$163.09 | \$89.00 | \$107.79 | \$1,185.68 |
| | 273,361 | 275,360 | 18.90 | \$831.96 | \$163.09 | \$89.55 | \$108.46 | \$1,193.06 |
| | 275,361 | 277,360 | 19.10 | \$840.77 | \$163.09 | \$90.35 | \$109.42 | \$1,203.63 |
| | 277,361 | 279,360 | 19.20 | \$845.17 | \$163.09 | \$90.74 | \$109.90 | \$1,208.90 |
| | 279,361 | 283,140 | 19.50 | \$858.38 | \$163.09 | \$91.93 | \$111.34 | \$1,224.74 |
| | 283,141 | 294,030 | 20.25 | \$891.39 | \$163.09 | \$94.90 | \$114.94 | \$1,264.32 |

Roy Water Conservancy District

CONTRACT ASSESSMENT SCHEDULE
Proposed for May 11, 2022

| <i>Size</i> | <i>Range (square feet)</i> | <i>Acre Feet</i> | <i>Water Charge</i> | <i>O&M Charge</i> | <i>2021 Meter I&R</i> | <i>2022 Meter I&R</i> | <i>Yearly Assessment</i> | |
|----------------|----------------------------|------------------|---------------------|-----------------------|---------------------------|---------------------------|--------------------------|------------|
| 7 Acre | 294,031 | 304,920 | 21.00 | \$924.41 | \$163.09 | \$97.87 | \$118.54 | \$1,303.91 |
| | 304,921 | 314,920 | 21.62 | \$951.70 | \$163.09 | \$100.33 | \$121.51 | \$1,336.63 |
| | 314,921 | 316,920 | 21.76 | \$957.86 | \$163.09 | \$100.89 | \$122.18 | \$1,344.02 |
| | 316,921 | 318,920 | 21.90 | \$964.02 | \$163.09 | \$101.44 | \$122.86 | \$1,351.41 |
| | 318,921 | 320,920 | 22.10 | \$972.83 | \$163.09 | \$102.23 | \$123.81 | \$1,361.96 |
| | 320,921 | 322,920 | 22.20 | \$977.23 | \$163.09 | \$102.63 | \$124.29 | \$1,367.24 |
| | 322,921 | 326,700 | 22.50 | \$990.43 | \$163.09 | \$103.82 | \$125.73 | \$1,383.07 |
| | 326,701 | 337,590 | 23.25 | \$1,023.45 | \$163.09 | \$106.79 | \$129.33 | \$1,422.66 |
| 8 Acre | 337,591 | 348,480 | 24.00 | \$1,056.46 | \$163.09 | \$109.76 | \$132.93 | \$1,462.24 |
| | 348,481 | 358,480 | 24.62 | \$1,083.76 | \$163.09 | \$112.22 | \$135.91 | \$1,494.98 |
| | 358,481 | 360,480 | 24.76 | \$1,089.92 | \$163.09 | \$112.77 | \$136.58 | \$1,502.36 |
| | 360,481 | 362,480 | 24.90 | \$1,096.08 | \$163.09 | \$113.33 | \$137.25 | \$1,509.75 |
| | 362,481 | 364,480 | 25.10 | \$1,104.88 | \$163.09 | \$114.12 | \$138.21 | \$1,520.30 |
| | 364,481 | 366,480 | 25.20 | \$1,109.29 | \$163.09 | \$114.51 | \$138.69 | \$1,525.58 |
| | 366,481 | 370,260 | 25.50 | \$1,122.49 | \$163.09 | \$115.70 | \$140.13 | \$1,541.41 |
| | 370,261 | 381,150 | 26.25 | \$1,155.51 | \$163.09 | \$118.67 | \$143.73 | \$1,581.00 |
| 9 Acre | 381,151 | 392,040 | 27.00 | \$1,188.52 | \$163.09 | \$121.64 | \$147.33 | \$1,620.58 |
| | 392,041 | 402,040 | 27.62 | \$1,215.81 | \$163.09 | \$124.10 | \$150.30 | \$1,653.30 |
| | 402,041 | 404,040 | 27.76 | \$1,221.98 | \$163.09 | \$124.66 | \$150.97 | \$1,660.70 |
| | 404,041 | 406,040 | 27.90 | \$1,228.14 | \$163.09 | \$125.21 | \$151.64 | \$1,668.08 |
| | 406,041 | 408,040 | 28.10 | \$1,236.94 | \$163.09 | \$126.00 | \$152.60 | \$1,678.63 |
| | 408,041 | 410,040 | 28.20 | \$1,241.34 | \$163.09 | \$126.40 | \$153.08 | \$1,683.91 |
| | 410,041 | 413,820 | 28.50 | \$1,254.55 | \$163.09 | \$127.59 | \$154.52 | \$1,699.75 |
| | 413,821 | 424,710 | 29.25 | \$1,287.56 | \$163.09 | \$130.56 | \$158.12 | \$1,739.33 |
| 10 Acre | 424,711 | 435,600 | 30.00 | \$1,320.58 | \$163.09 | \$133.53 | \$161.72 | \$1,778.92 |
| | 435,601 | 445,600 | 30.62 | \$1,347.87 | \$163.09 | \$135.99 | \$164.70 | \$1,811.65 |
| | 445,601 | 447,600 | 30.76 | \$1,354.03 | \$163.09 | \$136.54 | \$165.37 | \$1,819.03 |
| | 447,601 | 449,600 | 30.90 | \$1,360.20 | \$163.09 | \$137.10 | \$166.04 | \$1,826.43 |
| | 449,601 | 451,600 | 31.10 | \$1,369.00 | \$163.09 | \$137.89 | \$167.00 | \$1,836.98 |
| | 451,601 | 453,600 | 31.20 | \$1,373.40 | \$163.09 | \$138.28 | \$167.48 | \$1,842.25 |
| | 453,601 | 457,380 | 31.50 | \$1,386.61 | \$163.09 | \$139.47 | \$168.92 | \$1,858.09 |
| | 457,381 | 468,270 | 32.25 | \$1,419.62 | \$163.09 | \$142.44 | \$172.52 | \$1,897.67 |
| 11 Acre | 468,271 | 479,160 | 33.00 | \$1,452.64 | \$163.09 | \$145.42 | \$176.11 | \$1,937.26 |
| | 479,161 | 489,160 | 33.62 | \$1,479.93 | \$163.09 | \$147.87 | \$179.09 | \$1,969.98 |
| | 489,161 | 491,160 | 33.76 | \$1,486.09 | \$163.09 | \$148.43 | \$179.76 | \$1,977.37 |
| | 491,161 | 493,160 | 33.90 | \$1,492.25 | \$163.09 | \$148.98 | \$180.43 | \$1,984.75 |
| | 493,161 | 495,160 | 34.10 | \$1,501.06 | \$163.09 | \$149.77 | \$181.39 | \$1,995.31 |
| | 495,161 | 497,160 | 34.20 | \$1,505.46 | \$163.09 | \$150.17 | \$181.87 | \$2,000.59 |
| | 497,161 | 500,940 | 34.50 | \$1,518.67 | \$163.09 | \$151.36 | \$183.31 | \$2,016.43 |
| | 500,941 | 511,830 | 35.25 | \$1,551.68 | \$163.09 | \$154.33 | \$186.91 | \$2,056.01 |
| 12 Acre | 511,831 | 522,720 | 36.00 | \$1,584.69 | \$163.09 | \$157.30 | \$190.51 | \$2,095.59 |
| | 522,721 | 532,720 | 36.62 | \$1,611.99 | \$163.09 | \$159.76 | \$193.48 | \$2,128.32 |
| | 532,721 | 534,720 | 36.76 | \$1,618.15 | \$163.09 | \$160.31 | \$194.15 | \$2,135.70 |
| | 534,721 | 536,720 | 36.90 | \$1,624.31 | \$163.09 | \$160.87 | \$194.83 | \$2,143.10 |
| | 536,721 | 538,720 | 37.10 | \$1,633.12 | \$163.09 | \$161.66 | \$195.79 | \$2,153.66 |
| | 538,721 | 540,720 | 37.20 | \$1,637.52 | \$163.09 | \$162.05 | \$196.27 | \$2,158.93 |
| | 540,721 | 544,500 | 37.50 | \$1,650.72 | \$163.09 | \$163.24 | \$197.71 | \$2,174.76 |
| | 544,501 | 555,390 | 38.25 | \$1,683.74 | \$163.09 | \$166.21 | \$201.30 | \$2,214.34 |
| 13 Acre | 555,391 | 566,280 | 39.00 | \$1,716.75 | \$163.09 | \$169.19 | \$204.90 | \$2,253.93 |
| | 566,281 | 576,280 | 39.62 | \$1,744.04 | \$163.09 | \$171.64 | \$207.88 | \$2,286.65 |
| | 576,281 | 578,280 | 39.76 | \$1,750.21 | \$163.09 | \$172.20 | \$208.55 | \$2,294.05 |
| | 578,281 | 580,280 | 39.90 | \$1,756.37 | \$163.09 | \$172.75 | \$209.22 | \$2,301.43 |
| | 580,281 | 582,280 | 40.10 | \$1,765.17 | \$163.09 | \$173.54 | \$210.18 | \$2,311.98 |
| | 582,281 | 584,280 | 40.20 | \$1,769.58 | \$163.09 | \$173.94 | \$210.66 | \$2,317.27 |
| | 584,281 | 588,060 | 40.50 | \$1,782.78 | \$163.09 | \$175.13 | \$212.10 | \$2,333.10 |

Roy Water Conservancy District

CONTRACT ASSESSMENT SCHEDULE
Proposed for May 11, 2022

| Size | Range (square feet) | Acre Feet | Water Charge | O&M Charge | 2021 Meter I&R | 2022 Meter I&R | Yearly Assessment | |
|---------|---------------------|-----------|--------------|------------|----------------|----------------|-------------------|------------|
| 14 Acre | 588,061 | 598,950 | 41.25 | \$1,815.80 | \$163.09 | \$178.10 | \$215.70 | \$2,372.69 |
| | 598,951 | 609,840 | 42.00 | \$1,848.81 | \$163.09 | \$181.07 | \$219.30 | \$2,412.27 |
| 15 Acre | 609,841 | 619,840 | 42.62 | \$1,876.10 | \$163.09 | \$183.53 | \$222.27 | \$2,444.99 |
| | 619,841 | 621,840 | 42.76 | \$1,882.27 | \$163.09 | \$184.08 | \$222.94 | \$2,452.38 |
| | 621,841 | 623,840 | 42.90 | \$1,888.43 | \$163.09 | \$184.64 | \$223.62 | \$2,459.78 |
| | 623,841 | 625,840 | 43.10 | \$1,897.23 | \$163.09 | \$185.43 | \$224.58 | \$2,470.33 |
| | 625,841 | 627,840 | 43.20 | \$1,901.63 | \$163.09 | \$185.83 | \$225.06 | \$2,475.61 |
| | 627,841 | 631,620 | 43.50 | \$1,914.84 | \$163.09 | \$187.01 | \$226.49 | \$2,491.43 |
| | 631,621 | 642,510 | 44.25 | \$1,947.85 | \$163.09 | \$189.98 | \$230.09 | \$2,531.01 |
| | 642,511 | 653,400 | 45.00 | \$1,980.87 | \$163.09 | \$192.96 | \$233.69 | \$2,570.61 |
| | 653,401 | 663,400 | 45.62 | \$2,008.16 | \$163.09 | \$195.41 | \$236.67 | \$2,603.33 |
| | 663,401 | 665,400 | 45.76 | \$2,014.32 | \$163.09 | \$195.97 | \$237.34 | \$2,610.72 |
| 16 Acre | 665,401 | 667,400 | 45.90 | \$2,020.49 | \$163.09 | \$196.52 | \$238.01 | \$2,618.11 |
| | 667,401 | 669,400 | 46.10 | \$2,029.29 | \$163.09 | \$197.31 | \$238.97 | \$2,628.66 |
| | 669,401 | 671,400 | 46.20 | \$2,033.69 | \$163.09 | \$197.71 | \$239.45 | \$2,633.94 |
| | 671,401 | 675,180 | 46.50 | \$2,046.90 | \$163.09 | \$198.90 | \$240.89 | \$2,649.78 |
| | 675,181 | 686,070 | 47.25 | \$2,079.91 | \$163.09 | \$201.87 | \$244.49 | \$2,689.36 |
| | 686,071 | 696,960 | 48.00 | \$2,112.93 | \$163.09 | \$204.84 | \$248.09 | \$2,728.95 |
| | 696,961 | 706,960 | 48.62 | \$2,140.22 | \$163.09 | \$207.30 | \$251.06 | \$2,761.67 |
| 17 Acre | 706,961 | 708,960 | 48.76 | \$2,146.38 | \$163.09 | \$207.85 | \$251.73 | \$2,769.05 |
| | 708,961 | 710,960 | 48.90 | \$2,152.54 | \$163.09 | \$208.41 | \$252.40 | \$2,776.44 |
| | 710,961 | 712,960 | 49.10 | \$2,161.35 | \$163.09 | \$209.20 | \$253.36 | \$2,787.00 |
| | 712,961 | 714,960 | 49.20 | \$2,165.75 | \$163.09 | \$209.60 | \$253.84 | \$2,792.28 |
| | 714,961 | 718,740 | 49.50 | \$2,178.96 | \$163.09 | \$210.78 | \$255.28 | \$2,808.11 |
| | 718,741 | 729,630 | 50.25 | \$2,211.97 | \$163.09 | \$213.76 | \$258.88 | \$2,847.70 |
| | 729,631 | 740,520 | 51.00 | \$2,244.98 | \$163.09 | \$216.73 | \$262.48 | \$2,887.28 |
| 18 Acre | 740,521 | 750,520 | 51.62 | \$2,272.28 | \$163.09 | \$219.18 | \$265.45 | \$2,920.00 |
| | 750,521 | 752,520 | 51.76 | \$2,278.44 | \$163.09 | \$219.74 | \$266.13 | \$2,927.40 |
| | 752,521 | 754,520 | 51.90 | \$2,284.60 | \$163.09 | \$220.29 | \$266.80 | \$2,934.78 |
| | 754,521 | 756,520 | 52.10 | \$2,293.41 | \$163.09 | \$221.08 | \$267.76 | \$2,945.34 |
| | 756,521 | 758,520 | 52.20 | \$2,297.81 | \$163.09 | \$221.48 | \$268.24 | \$2,950.62 |
| | 758,521 | 762,300 | 52.50 | \$2,311.01 | \$163.09 | \$222.67 | \$269.68 | \$2,966.45 |
| | 762,301 | 773,190 | 53.25 | \$2,344.03 | \$163.09 | \$225.64 | \$273.28 | \$3,006.04 |
| | 773,191 | 784,080 | 54.00 | \$2,377.04 | \$163.09 | \$228.61 | \$276.87 | \$3,045.61 |
| 19 Acre | 784,081 | 794,080 | 54.62 | \$2,404.33 | \$163.09 | \$231.07 | \$279.85 | \$3,078.34 |
| | 794,081 | 796,080 | 54.76 | \$2,410.50 | \$163.09 | \$231.62 | \$280.52 | \$3,085.73 |
| | 796,081 | 798,080 | 54.90 | \$2,416.66 | \$163.09 | \$232.18 | \$281.19 | \$3,093.12 |
| | 798,081 | 800,080 | 55.10 | \$2,425.46 | \$163.09 | \$232.97 | \$282.15 | \$3,103.67 |
| | 800,081 | 802,080 | 55.20 | \$2,429.87 | \$163.09 | \$233.37 | \$282.63 | \$3,108.96 |
| | 802,081 | 805,860 | 55.50 | \$2,443.07 | \$163.09 | \$234.55 | \$284.07 | \$3,124.78 |
| | 805,861 | 816,750 | 56.25 | \$2,476.09 | \$163.09 | \$237.53 | \$287.67 | \$3,164.38 |
| | 816,751 | 827,640 | 57.00 | \$2,509.10 | \$163.09 | \$240.50 | \$291.27 | \$3,203.96 |
| 20 Acre | 827,641 | 837,640 | 57.62 | \$2,536.39 | \$163.09 | \$242.95 | \$294.24 | \$3,236.67 |
| | 837,641 | 839,640 | 57.76 | \$2,542.55 | \$163.09 | \$243.51 | \$294.92 | \$3,244.07 |
| | 839,641 | 841,640 | 57.90 | \$2,548.72 | \$163.09 | \$244.06 | \$295.59 | \$3,251.46 |
| | 841,641 | 843,640 | 58.10 | \$2,557.52 | \$163.09 | \$244.86 | \$296.55 | \$3,262.02 |
| | 843,641 | 845,640 | 58.20 | \$2,561.92 | \$163.09 | \$245.25 | \$297.03 | \$3,267.29 |
| | 845,641 | 849,420 | 58.50 | \$2,575.13 | \$163.09 | \$246.44 | \$298.47 | \$3,283.13 |
| | 849,421 | 860,310 | 59.25 | \$2,608.14 | \$163.09 | \$249.41 | \$302.06 | \$3,322.70 |
| | 860,311 | 871,200 | 60.00 | \$2,641.16 | \$163.09 | \$252.38 | \$305.66 | \$3,362.29 |
| | 871,201 | 881,200 | 60.62 | \$2,668.45 | \$163.09 | \$254.84 | \$308.64 | \$3,395.02 |
| | 881,201 | 883,200 | 60.76 | \$2,674.61 | \$163.09 | \$255.39 | \$309.31 | \$3,402.40 |
| 21 Acre | 883,201 | 885,200 | 60.90 | \$2,680.78 | \$163.09 | \$255.95 | \$309.98 | \$3,409.80 |
| | 885,201 | 887,200 | 61.10 | \$2,689.58 | \$163.09 | \$256.74 | \$310.94 | \$3,420.35 |
| | 887,201 | 889,200 | 61.20 | \$2,693.98 | \$163.09 | \$257.14 | \$311.42 | \$3,425.63 |

Roy Water Conservancy District

CONTRACT ASSESSMENT SCHEDULE
Proposed for May 11, 2022

| Size | Range (square feet) | Acres | Water Charge | O&M Charge | 2021 Meter I&R | 2022 Meter I&R | Yearly Assessment | |
|---------|---------------------|-----------|--------------|------------|----------------|----------------|-------------------|------------|
| 21 Acre | 889,201 | 892,980 | 61.50 | \$2,707.19 | \$163.09 | \$258.32 | \$312.86 | \$3,441.46 |
| | 892,981 | 903,870 | 62.25 | \$2,740.20 | \$163.09 | \$261.30 | \$316.46 | \$3,481.05 |
| | 903,871 | 914,760 | 63.00 | \$2,773.22 | \$163.09 | \$264.27 | \$320.06 | \$3,520.64 |
| 22 Acre | 914,761 | 924,760 | 63.62 | \$2,800.51 | \$163.09 | \$266.72 | \$323.03 | \$3,553.35 |
| | 924,761 | 926,760 | 63.76 | \$2,806.67 | \$163.09 | \$267.28 | \$323.70 | \$3,560.74 |
| | 926,761 | 928,760 | 63.90 | \$2,812.83 | \$163.09 | \$267.83 | \$324.38 | \$3,568.13 |
| | 928,761 | 930,760 | 64.10 | \$2,821.64 | \$163.09 | \$268.63 | \$325.34 | \$3,578.70 |
| | 930,761 | 932,760 | 64.20 | \$2,826.04 | \$163.09 | \$269.02 | \$325.81 | \$3,583.96 |
| | 932,761 | 936,540 | 64.50 | \$2,839.24 | \$163.09 | \$270.21 | \$327.25 | \$3,599.79 |
| | 936,541 | 947,430 | 65.25 | \$2,872.26 | \$163.09 | \$273.18 | \$330.85 | \$3,639.38 |
| | 947,431 | 958,320 | 66.00 | \$2,905.27 | \$163.09 | \$276.15 | \$334.45 | \$3,678.96 |
| 23 Acre | 958,321 | 968,320 | 66.62 | \$2,932.57 | \$163.09 | \$278.61 | \$337.43 | \$3,711.70 |
| | 968,321 | 970,320 | 66.76 | \$2,938.73 | \$163.09 | \$279.16 | \$338.10 | \$3,719.08 |
| | 970,321 | 972,320 | 66.90 | \$2,944.89 | \$163.09 | \$279.72 | \$338.77 | \$3,726.47 |
| | 972,321 | 974,320 | 67.10 | \$2,953.69 | \$163.09 | \$280.51 | \$339.73 | \$3,737.02 |
| | 974,321 | 976,320 | 67.20 | \$2,958.10 | \$163.09 | \$280.91 | \$340.21 | \$3,742.31 |
| | 976,321 | 980,100 | 67.50 | \$2,971.30 | \$163.09 | \$282.10 | \$341.65 | \$3,758.14 |
| | 980,101 | 990,990 | 68.25 | \$3,004.32 | \$163.09 | \$285.07 | \$345.25 | \$3,797.73 |
| | 990,991 | 1,001,880 | 69.00 | \$3,037.33 | \$163.09 | \$288.04 | \$348.85 | \$3,837.31 |
| 24 Acre | 1,001,881 | 1,011,880 | 69.62 | \$3,064.62 | \$163.09 | \$290.49 | \$351.82 | \$3,870.02 |
| | 1,011,881 | 1,013,880 | 69.76 | \$3,070.79 | \$163.09 | \$291.05 | \$352.49 | \$3,877.42 |
| | 1,013,881 | 1,015,880 | 69.90 | \$3,076.95 | \$163.09 | \$291.60 | \$353.16 | \$3,884.80 |
| | 1,015,881 | 1,017,880 | 70.10 | \$3,085.75 | \$163.09 | \$292.40 | \$354.12 | \$3,895.36 |
| | 1,017,881 | 1,019,880 | 70.20 | \$3,090.15 | \$163.09 | \$292.79 | \$354.60 | \$3,900.63 |
| | 1,019,881 | 1,023,660 | 70.50 | \$3,103.36 | \$163.09 | \$293.98 | \$356.04 | \$3,916.47 |
| | 1,023,661 | 1,034,550 | 71.25 | \$3,136.38 | \$163.09 | \$296.95 | \$359.64 | \$3,956.06 |
| 25 Acre | 1,034,551 | 1,045,440 | 72.00 | \$3,169.39 | \$163.09 | \$299.92 | \$363.24 | \$3,995.64 |
| | 1,045,441 | 1,055,440 | 72.62 | \$3,196.68 | \$163.09 | \$302.38 | \$366.22 | \$4,028.37 |
| | 1,055,441 | 1,057,440 | 72.76 | \$3,202.84 | \$163.09 | \$302.93 | \$366.89 | \$4,035.75 |
| | 1,057,441 | 1,059,440 | 72.90 | \$3,209.01 | \$163.09 | \$303.49 | \$367.56 | \$4,043.15 |
| | 1,059,441 | 1,061,440 | 73.10 | \$3,217.81 | \$163.09 | \$304.28 | \$368.52 | \$4,053.70 |
| | 1,061,441 | 1,063,440 | 73.20 | \$3,222.21 | \$163.09 | \$304.68 | \$369.00 | \$4,058.98 |
| | 1,063,441 | 1,067,220 | 73.50 | \$3,235.42 | \$163.09 | \$305.87 | \$370.44 | \$4,074.82 |
| | 1,067,221 | 1,078,110 | 74.25 | \$3,268.43 | \$163.09 | \$308.84 | \$374.04 | \$4,114.40 |
| 26 Acre | 1,078,111 | 1,089,000 | 75.00 | \$3,301.45 | \$163.09 | \$311.81 | \$377.63 | \$4,153.98 |
| | 1,089,001 | 1,099,000 | 75.62 | \$3,328.74 | \$163.09 | \$314.26 | \$380.61 | \$4,186.70 |
| | 1,099,001 | 1,101,000 | 75.76 | \$3,334.90 | \$163.09 | \$314.82 | \$381.28 | \$4,194.09 |
| | 1,101,001 | 1,103,000 | 75.90 | \$3,341.06 | \$163.09 | \$315.37 | \$381.95 | \$4,201.47 |
| | 1,103,001 | 1,105,000 | 76.10 | \$3,349.87 | \$163.09 | \$316.17 | \$382.91 | \$4,212.04 |
| | 1,105,001 | 1,107,000 | 76.20 | \$3,354.27 | \$163.09 | \$316.56 | \$383.39 | \$4,217.31 |
| | 1,107,001 | 1,110,780 | 76.50 | \$3,367.48 | \$163.09 | \$317.75 | \$384.83 | \$4,233.15 |
| | 1,110,781 | 1,121,670 | 77.25 | \$3,400.49 | \$163.09 | \$320.72 | \$388.43 | \$4,272.73 |
| 27 Acre | 1,121,671 | 1,132,560 | 78.00 | \$3,433.51 | \$163.09 | \$323.69 | \$392.03 | \$4,312.32 |
| | 1,132,561 | 1,142,560 | 78.62 | \$3,460.80 | \$163.09 | \$326.15 | \$395.00 | \$4,345.04 |
| | 1,142,561 | 1,144,560 | 78.76 | \$3,466.96 | \$163.09 | \$326.70 | \$395.68 | \$4,352.43 |
| | 1,144,561 | 1,146,560 | 78.90 | \$3,473.12 | \$163.09 | \$327.26 | \$396.35 | \$4,359.82 |
| | 1,146,561 | 1,148,560 | 79.10 | \$3,481.93 | \$163.09 | \$328.05 | \$397.31 | \$4,370.38 |
| | 1,148,561 | 1,150,560 | 79.20 | \$3,486.33 | \$163.09 | \$328.45 | \$397.79 | \$4,375.66 |
| | 1,150,561 | 1,154,340 | 79.50 | \$3,499.53 | \$163.09 | \$329.64 | \$399.23 | \$4,391.49 |
| | 1,154,341 | 1,165,230 | 80.25 | \$3,532.55 | \$163.09 | \$332.61 | \$402.82 | \$4,431.07 |
| 28 Acre | 1,165,231 | 1,176,120 | 81.00 | \$3,565.56 | \$163.09 | \$335.58 | \$406.42 | \$4,470.65 |
| | 1,176,121 | 1,186,120 | 81.62 | \$3,592.86 | \$163.09 | \$338.04 | \$409.40 | \$4,503.39 |
| | 1,186,121 | 1,188,120 | 81.76 | \$3,599.02 | \$163.09 | \$338.59 | \$410.07 | \$4,510.77 |
| | 1,188,121 | 1,190,120 | 81.90 | \$3,605.18 | \$163.09 | \$339.14 | \$410.74 | \$4,518.15 |
| | 1,190,121 | 1,192,120 | 82.10 | \$3,613.98 | \$163.09 | \$339.94 | \$411.70 | \$4,528.71 |

Roy Water Conservancy District

CONTRACT ASSESSMENT SCHEDULE
Proposed for May 11, 2022

| <i>Size</i> | <i>Range (square feet)</i> | <i>Acre Feet</i> | <i>Water Charge</i> | <i>O&M Charge</i> | <i>2021 Meter I&R</i> | <i>2022 Meter I&R</i> | <i>Yearly Assessment</i> | |
|----------------|----------------------------|------------------|---------------------|-----------------------|---------------------------|---------------------------|--------------------------|------------|
| 28 Acre | 1,192,121 | 1,194,120 | 82.20 | \$3,618.39 | \$163.09 | \$340.33 | \$412.18 | \$4,533.99 |
| | 1,194,121 | 1,197,900 | 82.50 | \$3,631.59 | \$163.09 | \$341.52 | \$413.62 | \$4,549.82 |
| | 1,197,901 | 1,208,790 | 83.25 | \$3,664.61 | \$163.09 | \$344.49 | \$417.22 | \$4,589.41 |
| | 1,208,791 | 1,219,680 | 84.00 | \$3,697.62 | \$163.09 | \$347.46 | \$420.82 | \$4,628.99 |
| 29 Acre | 1,219,681 | 1,229,680 | 84.62 | \$3,724.91 | \$163.09 | \$349.92 | \$423.79 | \$4,661.71 |
| | 1,229,681 | 1,231,680 | 84.76 | \$3,731.08 | \$163.09 | \$350.47 | \$424.46 | \$4,669.10 |
| | 1,231,681 | 1,233,680 | 84.90 | \$3,737.24 | \$163.09 | \$351.03 | \$425.14 | \$4,676.50 |
| | 1,233,681 | 1,235,680 | 85.10 | \$3,746.04 | \$163.09 | \$351.82 | \$426.10 | \$4,687.05 |
| | 1,235,681 | 1,237,680 | 85.20 | \$3,750.44 | \$163.09 | \$352.22 | \$426.58 | \$4,692.33 |
| | 1,237,681 | 1,241,460 | 85.50 | \$3,763.65 | \$163.09 | \$353.41 | \$428.02 | \$4,708.17 |
| | 1,241,461 | 1,252,350 | 86.25 | \$3,796.66 | \$163.09 | \$356.38 | \$431.61 | \$4,747.74 |
| | 1,252,351 | 1,263,240 | 87.00 | \$3,829.68 | \$163.09 | \$359.35 | \$435.21 | \$4,787.33 |
| 30 Acre | 1,263,241 | 1,273,240 | 87.62 | \$3,856.97 | \$163.09 | \$361.81 | \$438.19 | \$4,820.06 |
| | 1,273,241 | 1,275,240 | 87.76 | \$3,863.13 | \$163.09 | \$362.36 | \$438.86 | \$4,827.44 |
| | 1,275,241 | 1,277,240 | 87.90 | \$3,869.30 | \$163.09 | \$362.91 | \$439.53 | \$4,834.83 |
| | 1,277,241 | 1,279,240 | 88.10 | \$3,878.10 | \$163.09 | \$363.71 | \$440.49 | \$4,845.39 |
| | 1,279,241 | 1,281,240 | 88.20 | \$3,882.50 | \$163.09 | \$364.10 | \$440.97 | \$4,850.66 |
| | 1,281,241 | 1,285,020 | 88.50 | \$3,895.71 | \$163.09 | \$365.29 | \$442.41 | \$4,866.50 |
| | 1,285,021 | 1,295,910 | 89.25 | \$3,928.72 | \$163.09 | \$368.26 | \$446.01 | \$4,906.08 |
| | 1,295,911 | 1,306,800 | 90.00 | \$3,961.74 | \$163.09 | \$371.23 | \$449.61 | \$4,945.67 |
| 31 Acre | 1,306,801 | 1,316,800 | 90.62 | \$3,989.03 | \$163.09 | \$373.69 | \$452.58 | \$4,978.39 |
| | 1,316,801 | 1,318,800 | 90.76 | \$3,995.19 | \$163.09 | \$374.25 | \$453.25 | \$4,985.78 |
| | 1,318,801 | 1,320,800 | 90.90 | \$4,001.35 | \$163.09 | \$374.80 | \$453.92 | \$4,993.16 |
| | 1,320,801 | 1,322,800 | 91.10 | \$4,010.16 | \$163.09 | \$375.59 | \$454.88 | \$5,003.72 |
| | 1,322,801 | 1,324,800 | 91.20 | \$4,014.56 | \$163.09 | \$375.99 | \$455.36 | \$5,009.00 |
| | 1,324,801 | 1,328,580 | 91.50 | \$4,027.77 | \$163.09 | \$377.18 | \$456.80 | \$5,024.84 |
| | 1,328,581 | 1,339,470 | 92.25 | \$4,060.78 | \$163.09 | \$380.15 | \$460.40 | \$5,064.42 |
| 32 Acre | 1,339,471 | 1,350,360 | 93.00 | \$4,093.79 | \$163.09 | \$383.12 | \$464.00 | \$5,104.00 |
| | 1,350,361 | 1,360,360 | 93.62 | \$4,121.09 | \$163.09 | \$385.58 | \$466.98 | \$5,136.74 |
| | 1,360,361 | 1,362,360 | 93.76 | \$4,127.25 | \$163.09 | \$386.13 | \$467.65 | \$5,144.12 |
| | 1,362,361 | 1,364,360 | 93.90 | \$4,133.41 | \$163.09 | \$386.69 | \$468.32 | \$5,151.51 |
| | 1,364,361 | 1,366,360 | 94.10 | \$4,142.22 | \$163.09 | \$387.48 | \$469.28 | \$5,162.07 |
| | 1,366,361 | 1,368,360 | 94.20 | \$4,146.62 | \$163.09 | \$387.87 | \$469.76 | \$5,167.34 |
| | 1,368,361 | 1,372,140 | 94.50 | \$4,159.82 | \$163.09 | \$389.06 | \$471.20 | \$5,183.17 |
| | 1,372,141 | 1,383,030 | 95.25 | \$4,192.84 | \$163.09 | \$392.03 | \$474.80 | \$5,222.76 |
| 33 Acre | 1,383,031 | 1,393,920 | 96.00 | \$4,225.85 | \$163.09 | \$395.00 | \$478.39 | \$5,262.33 |
| | 1,393,921 | 1,403,920 | 96.62 | \$4,253.14 | \$163.09 | \$397.46 | \$481.37 | \$5,295.06 |
| | 1,403,921 | 1,405,920 | 96.76 | \$4,259.31 | \$163.09 | \$398.02 | \$482.04 | \$5,302.46 |
| | 1,405,921 | 1,407,920 | 96.90 | \$4,265.47 | \$163.09 | \$398.57 | \$482.71 | \$5,309.84 |
| | 1,407,921 | 1,409,920 | 97.10 | \$4,274.27 | \$163.09 | \$399.36 | \$483.67 | \$5,320.39 |
| | 1,409,921 | 1,411,920 | 97.20 | \$4,278.68 | \$163.09 | \$399.76 | \$484.15 | \$5,325.68 |
| | 1,411,921 | 1,415,700 | 97.50 | \$4,291.88 | \$163.09 | \$400.95 | \$485.59 | \$5,341.51 |
| | 1,415,701 | 1,426,590 | 98.25 | \$4,324.90 | \$163.09 | \$403.92 | \$489.19 | \$5,381.10 |
| 34 Acre | 1,426,591 | 1,437,480 | 99.00 | \$4,357.91 | \$163.09 | \$406.89 | \$492.79 | \$5,420.68 |
| | 1,437,481 | 1,447,480 | 99.62 | \$4,385.20 | \$163.09 | \$409.35 | \$495.76 | \$5,453.40 |
| | 1,447,481 | 1,449,480 | 99.76 | \$4,391.37 | \$163.09 | \$409.90 | \$496.44 | \$5,460.80 |
| | 1,449,481 | 1,451,480 | 99.90 | \$4,397.53 | \$163.09 | \$410.46 | \$497.11 | \$5,468.19 |
| | 1,451,481 | 1,453,480 | 100.10 | \$4,406.33 | \$163.09 | \$411.25 | \$498.07 | \$5,478.74 |
| | 1,453,481 | 1,455,480 | 100.20 | \$4,410.73 | \$163.09 | \$411.64 | \$498.55 | \$5,484.01 |
| | 1,455,481 | 1,459,260 | 100.50 | \$4,423.94 | \$163.09 | \$412.83 | \$499.99 | \$5,499.85 |
| | 1,459,261 | 1,470,150 | 101.25 | \$4,456.95 | \$163.09 | \$415.80 | \$503.58 | \$5,539.42 |
| 35 Acre | 1,470,151 | 1,481,040 | 102.00 | \$4,489.97 | \$163.09 | \$418.78 | \$507.18 | \$5,579.02 |
| | 1,481,041 | 1,491,040 | 102.62 | \$4,517.26 | \$163.09 | \$421.23 | \$510.16 | \$5,611.74 |
| | 1,491,041 | 1,493,040 | 102.76 | \$4,523.42 | \$163.09 | \$421.79 | \$510.83 | \$5,619.13 |
| | 1,493,041 | 1,495,040 | 102.90 | \$4,529.59 | \$163.09 | \$422.34 | \$511.50 | \$5,626.52 |

Roy Water Conservancy District

CONTRACT ASSESSMENT SCHEDULE
Proposed for May 11, 2022

| <i>Size</i> | <i>Range (square feet)</i> | | <i>Acre Feet</i> | <i>Water Charge</i> | <i>O&M Charge</i> | <i>2021 Meter I&R</i> | <i>2022 Meter I&R</i> | <i>Yearly Assessment</i> |
|-----------------|----------------------------|-----------|------------------|---------------------|-----------------------|---------------------------|---------------------------|--------------------------|
| 35 Acre | 1,495,041 | 1,497,040 | 103.10 | \$4,538.39 | \$163.09 | \$423.13 | \$512.46 | \$5,637.07 |
| | 1,497,041 | 1,499,040 | 103.20 | \$4,542.79 | \$163.09 | \$423.53 | \$512.94 | \$5,642.35 |
| | 1,499,041 | 1,502,820 | 103.50 | \$4,556.00 | \$163.09 | \$424.72 | \$514.38 | \$5,658.19 |
| | 1,502,821 | 1,513,710 | 104.25 | \$4,589.01 | \$163.09 | \$427.69 | \$517.98 | \$5,697.77 |
| | 1,513,711 | 1,524,600 | 105.00 | \$4,622.03 | \$163.09 | \$430.66 | \$521.58 | \$5,737.36 |
| 36 Acre | 1,524,601 | 1,534,600 | 105.62 | \$4,649.32 | \$163.09 | \$433.12 | \$524.55 | \$5,770.08 |
| | 1,534,601 | 1,536,600 | 105.76 | \$4,655.48 | \$163.09 | \$433.67 | \$525.22 | \$5,777.46 |
| | 1,536,601 | 1,538,600 | 105.90 | \$4,661.64 | \$163.09 | \$434.23 | \$525.90 | \$5,784.86 |
| | 1,538,601 | 1,540,600 | 106.10 | \$4,670.45 | \$163.09 | \$435.02 | \$526.86 | \$5,795.42 |
| | 1,540,601 | 1,542,600 | 106.20 | \$4,674.85 | \$163.09 | \$435.41 | \$527.33 | \$5,800.68 |
| | 1,542,601 | 1,546,380 | 106.50 | \$4,688.06 | \$163.09 | \$436.60 | \$528.77 | \$5,816.52 |
| | 1,546,381 | 1,557,270 | 107.25 | \$4,721.07 | \$163.09 | \$439.57 | \$532.37 | \$5,856.10 |
| 37 Acre | 1,557,271 | 1,568,160 | 108.00 | \$4,754.08 | \$163.09 | \$442.55 | \$535.97 | \$5,895.69 |
| | 1,568,161 | 1,578,160 | 108.62 | \$4,781.38 | \$163.09 | \$445.00 | \$538.95 | \$5,928.42 |
| | 1,578,161 | 1,580,160 | 108.76 | \$4,787.54 | \$163.09 | \$445.56 | \$539.62 | \$5,935.81 |
| | 1,580,161 | 1,582,160 | 108.90 | \$4,793.70 | \$163.09 | \$446.11 | \$540.29 | \$5,943.19 |
| | 1,582,161 | 1,584,160 | 109.10 | \$4,802.51 | \$163.09 | \$446.90 | \$541.25 | \$5,953.75 |
| | 1,584,161 | 1,586,160 | 109.20 | \$4,806.91 | \$163.09 | \$447.30 | \$541.73 | \$5,959.03 |
| | 1,586,161 | 1,589,940 | 109.50 | \$4,820.11 | \$163.09 | \$448.49 | \$543.17 | \$5,974.86 |
| | 1,589,941 | 1,600,830 | 110.25 | \$4,853.13 | \$163.09 | \$451.46 | \$546.77 | \$6,014.45 |
| 38 Acre | 1,600,831 | 1,611,720 | 111.00 | \$4,886.14 | \$163.09 | \$454.43 | \$550.37 | \$6,054.03 |
| | 1,611,721 | 1,621,720 | 111.62 | \$4,913.43 | \$163.09 | \$456.89 | \$553.34 | \$6,086.75 |
| | 1,621,721 | 1,623,720 | 111.76 | \$4,919.60 | \$163.09 | \$457.44 | \$554.01 | \$6,094.14 |
| | 1,623,721 | 1,625,720 | 111.90 | \$4,925.76 | \$163.09 | \$458.00 | \$554.68 | \$6,101.53 |
| | 1,625,721 | 1,627,720 | 112.10 | \$4,934.56 | \$163.09 | \$458.79 | \$555.64 | \$6,112.08 |
| | 1,627,721 | 1,629,720 | 112.20 | \$4,938.97 | \$163.09 | \$459.18 | \$556.12 | \$6,117.36 |
| | 1,629,721 | 1,633,500 | 112.50 | \$4,952.17 | \$163.09 | \$460.37 | \$557.56 | \$6,133.19 |
| 39 Acre | 1,633,501 | 1,644,390 | 113.25 | \$4,985.19 | \$163.09 | \$463.34 | \$561.16 | \$6,172.78 |
| | 1,644,391 | 1,655,280 | 114.00 | \$5,018.20 | \$163.09 | \$466.32 | \$564.76 | \$6,212.37 |
| | 1,655,281 | 1,665,280 | 114.62 | \$5,045.49 | \$163.09 | \$468.77 | \$567.74 | \$6,245.09 |
| | 1,665,281 | 1,667,280 | 114.76 | \$5,051.65 | \$163.09 | \$469.33 | \$568.41 | \$6,252.48 |
| | 1,667,281 | 1,669,280 | 114.90 | \$5,057.82 | \$163.09 | \$469.88 | \$569.08 | \$6,259.87 |
| | 1,669,281 | 1,671,280 | 115.10 | \$5,066.62 | \$163.09 | \$470.67 | \$570.04 | \$6,270.42 |
| | 1,671,281 | 1,673,280 | 115.20 | \$5,071.02 | \$163.09 | \$471.07 | \$570.52 | \$6,275.70 |
| 40 Acre | 1,673,281 | 1,677,060 | 115.50 | \$5,084.23 | \$163.09 | \$472.26 | \$571.96 | \$6,291.54 |
| | 1,677,061 | 1,687,950 | 116.25 | \$5,117.24 | \$163.09 | \$475.23 | \$575.56 | \$6,331.12 |
| | 1,687,951 | 1,698,840 | 117.00 | \$5,150.26 | \$163.09 | \$478.20 | \$579.15 | \$6,370.70 |
| | 1,698,841 | 1,708,840 | 117.62 | \$5,177.55 | \$163.09 | \$480.66 | \$582.13 | \$6,403.43 |
| | 1,708,841 | 1,710,840 | 117.76 | \$5,183.71 | \$163.09 | \$481.21 | \$582.80 | \$6,410.81 |
| | 1,710,841 | 1,712,840 | 117.90 | \$5,189.88 | \$163.09 | \$481.77 | \$583.47 | \$6,418.21 |
| | 1,712,841 | 1,714,840 | 118.10 | \$5,198.68 | \$163.09 | \$482.56 | \$584.43 | \$6,428.76 |
| 41 Acres | 1,714,841 | 1,716,840 | 118.20 | \$5,203.08 | \$163.09 | \$482.96 | \$584.91 | \$6,434.04 |
| | 1,716,841 | 1,720,620 | 118.50 | \$5,216.29 | \$163.09 | \$484.14 | \$586.35 | \$6,449.87 |
| | 1,720,621 | 1,731,510 | 119.25 | \$5,249.30 | \$163.09 | \$487.12 | \$589.95 | \$6,489.46 |
| | 1,731,511 | 1,742,400 | 120.00 | \$5,282.32 | \$163.09 | \$490.09 | \$593.55 | \$6,529.05 |
| | 1,742,401 | 1,752,400 | 120.62 | \$5,309.61 | \$163.09 | \$492.54 | \$596.52 | \$6,561.76 |
| | 1,752,401 | 1,754,400 | 120.76 | \$5,315.77 | \$163.09 | \$493.10 | \$597.20 | \$6,569.16 |
| | 1,754,401 | 1,756,400 | 120.90 | \$5,321.93 | \$163.09 | \$493.65 | \$597.87 | \$6,576.54 |
| 42 Acres | 1,756,401 | 1,758,400 | 121.10 | \$5,330.74 | \$163.09 | \$494.44 | \$598.83 | \$6,587.10 |
| | 1,758,401 | 1,760,400 | 121.20 | \$5,335.14 | \$163.09 | \$494.84 | \$599.31 | \$6,592.38 |
| | 1,760,401 | 1,764,180 | 121.50 | \$5,348.34 | \$163.09 | \$496.03 | \$600.75 | \$6,608.21 |
| | 1,764,181 | 1,775,070 | 122.25 | \$5,381.36 | \$163.09 | \$499.00 | \$604.34 | \$6,647.79 |
| | 1,775,071 | 1,785,960 | 123.00 | \$5,414.37 | \$163.09 | \$501.97 | \$607.94 | \$6,687.37 |
| | 1,785,961 | 1,795,960 | 123.62 | \$5,441.67 | \$163.09 | \$504.43 | \$610.92 | \$6,720.11 |
| | 1,795,961 | 1,797,960 | 123.76 | \$5,447.83 | \$163.09 | \$504.98 | \$611.59 | \$6,727.49 |

Roy Water Conservancy District

CONTRACT ASSESSMENT SCHEDULE
Proposed for May 11, 2022

| Size | Range (square feet) | Acre Feet | Water Charge | O&M Charge | 2021 Meter I&R | 2022 Meter I&R | Yearly Assessment | |
|----------|---------------------|-----------|--------------|------------|----------------|----------------|-------------------|------------|
| 42 Acres | 1,797,961 | 1,799,960 | 123.90 | \$5,453.99 | \$163.09 | \$505.54 | \$612.26 | \$6,734.88 |
| | 1,799,961 | 1,801,960 | 124.10 | \$5,462.80 | \$163.09 | \$506.33 | \$613.22 | \$6,745.44 |
| | 1,801,961 | 1,803,960 | 124.20 | \$5,467.20 | \$163.09 | \$506.73 | \$613.70 | \$6,750.72 |
| | 1,803,961 | 1,807,740 | 124.50 | \$5,480.40 | \$163.09 | \$507.91 | \$615.14 | \$6,766.54 |
| | 1,807,741 | 1,818,630 | 125.25 | \$5,513.42 | \$163.09 | \$510.89 | \$618.74 | \$6,806.14 |
| | 1,818,631 | 1,829,520 | 126.00 | \$5,546.43 | \$163.09 | \$513.86 | \$622.34 | \$6,845.72 |
| 43 Acres | 1,829,521 | 1,839,520 | 126.62 | \$5,573.72 | \$163.09 | \$516.31 | \$625.31 | \$6,878.43 |
| | 1,839,521 | 1,841,520 | 126.76 | \$5,579.89 | \$163.09 | \$516.87 | \$625.98 | \$6,885.83 |
| | 1,841,521 | 1,843,520 | 126.90 | \$5,586.05 | \$163.09 | \$517.42 | \$626.66 | \$6,893.22 |
| | 1,843,521 | 1,845,520 | 127.10 | \$5,594.85 | \$163.09 | \$518.21 | \$627.62 | \$6,903.77 |
| | 1,845,521 | 1,847,520 | 127.20 | \$5,599.25 | \$163.09 | \$518.61 | \$628.10 | \$6,909.05 |
| | 1,847,521 | 1,851,300 | 127.50 | \$5,612.46 | \$163.09 | \$519.80 | \$629.54 | \$6,924.89 |
| | 1,851,301 | 1,862,190 | 128.25 | \$5,645.48 | \$163.09 | \$522.77 | \$633.13 | \$6,964.47 |
| 44 Acres | 1,862,191 | 1,873,080 | 129.00 | \$5,678.49 | \$163.09 | \$525.74 | \$636.73 | \$7,004.05 |
| | 1,873,081 | 1,883,080 | 129.62 | \$5,705.78 | \$163.09 | \$528.20 | \$639.71 | \$7,036.78 |
| | 1,883,081 | 1,885,080 | 129.76 | \$5,711.94 | \$163.09 | \$528.75 | \$640.38 | \$7,044.16 |
| | 1,885,081 | 1,887,080 | 129.90 | \$5,718.11 | \$163.09 | \$529.31 | \$641.05 | \$7,051.56 |
| | 1,887,081 | 1,889,080 | 130.10 | \$5,726.91 | \$163.09 | \$530.10 | \$642.01 | \$7,062.11 |
| | 1,889,081 | 1,891,080 | 130.20 | \$5,731.31 | \$163.09 | \$530.50 | \$642.49 | \$7,067.39 |
| | 1,891,081 | 1,894,860 | 130.50 | \$5,744.52 | \$163.09 | \$531.68 | \$643.93 | \$7,083.22 |
| 45 Acres | 1,894,861 | 1,905,750 | 131.25 | \$5,777.53 | \$163.09 | \$534.66 | \$647.53 | \$7,122.81 |
| | 1,905,751 | 1,916,640 | 132.00 | \$5,810.55 | \$163.09 | \$537.63 | \$651.13 | \$7,162.40 |
| | 1,916,641 | 1,926,640 | 132.62 | \$5,837.84 | \$163.09 | \$540.08 | \$654.10 | \$7,195.11 |
| | 1,926,641 | 1,928,640 | 132.76 | \$5,844.00 | \$163.09 | \$540.64 | \$654.77 | \$7,202.50 |
| | 1,928,641 | 1,930,640 | 132.90 | \$5,850.16 | \$163.09 | \$541.19 | \$655.44 | \$7,209.88 |
| | 1,930,641 | 1,932,640 | 133.10 | \$5,858.97 | \$163.09 | \$541.99 | \$656.40 | \$7,220.45 |
| | 1,932,641 | 1,934,640 | 133.20 | \$5,863.37 | \$163.09 | \$542.38 | \$656.88 | \$7,225.72 |
| 46 Acres | 1,934,641 | 1,938,420 | 133.50 | \$5,876.58 | \$163.09 | \$543.57 | \$658.32 | \$7,241.56 |
| | 1,938,421 | 1,949,310 | 134.25 | \$5,909.59 | \$163.09 | \$546.54 | \$661.92 | \$7,281.14 |
| | 1,949,311 | 1,960,200 | 135.00 | \$5,942.61 | \$163.09 | \$549.51 | \$665.52 | \$7,320.73 |
| | 1,960,201 | 1,970,200 | 135.62 | \$5,969.90 | \$163.09 | \$551.97 | \$668.50 | \$7,353.46 |
| | 1,970,201 | 1,972,200 | 135.76 | \$5,976.06 | \$163.09 | \$552.52 | \$669.17 | \$7,360.84 |
| | 1,972,201 | 1,974,200 | 135.90 | \$5,982.22 | \$163.09 | \$553.08 | \$669.84 | \$7,368.23 |
| | 1,974,201 | 1,976,200 | 136.10 | \$5,991.03 | \$163.09 | \$553.87 | \$670.80 | \$7,378.79 |
| 47 Acres | 1,976,201 | 1,978,200 | 136.20 | \$5,995.43 | \$163.09 | \$554.27 | \$671.28 | \$7,384.07 |
| | 1,978,201 | 1,981,980 | 136.50 | \$6,008.63 | \$163.09 | \$555.46 | \$672.72 | \$7,399.90 |
| | 1,981,981 | 1,992,870 | 137.25 | \$6,041.65 | \$163.09 | \$558.43 | \$676.32 | \$7,439.49 |
| | 1,992,871 | 2,003,760 | 138.00 | \$6,074.66 | \$163.09 | \$561.40 | \$679.92 | \$7,479.07 |
| | 2,003,761 | 2,013,760 | 138.62 | \$6,101.96 | \$163.09 | \$563.85 | \$682.89 | \$7,511.79 |
| | 2,013,761 | 2,015,760 | 138.76 | \$6,108.12 | \$163.09 | \$564.41 | \$683.56 | \$7,519.18 |
| | 2,015,761 | 2,017,760 | 138.90 | \$6,114.28 | \$163.09 | \$564.96 | \$684.23 | \$7,526.56 |
| 48 Acres | 2,017,761 | 2,019,760 | 139.10 | \$6,123.08 | \$163.09 | \$565.76 | \$685.19 | \$7,537.12 |
| | 2,019,761 | 2,021,760 | 139.20 | \$6,127.49 | \$163.09 | \$566.15 | \$685.67 | \$7,542.40 |
| | 2,021,761 | 2,025,540 | 139.50 | \$6,140.69 | \$163.09 | \$567.34 | \$687.11 | \$7,558.23 |
| | 2,025,541 | 2,036,430 | 140.25 | \$6,173.71 | \$163.09 | \$570.31 | \$690.71 | \$7,597.82 |
| | 2,036,431 | 2,047,320 | 141.00 | \$6,206.72 | \$163.09 | \$573.28 | \$694.31 | \$7,637.40 |
| | 2,047,321 | 2,057,320 | 141.62 | \$6,234.01 | \$163.09 | \$575.74 | \$697.28 | \$7,670.12 |
| | 2,057,321 | 2,059,320 | 141.76 | \$6,240.18 | \$163.09 | \$576.29 | \$697.96 | \$7,677.52 |
| 49 Acres | 2,059,321 | 2,061,320 | 141.90 | \$6,246.34 | \$163.09 | \$576.85 | \$698.63 | \$7,684.91 |
| | 2,061,321 | 2,063,320 | 142.10 | \$6,255.14 | \$163.09 | \$577.64 | \$699.59 | \$7,695.46 |
| | 2,063,321 | 2,065,320 | 142.20 | \$6,259.54 | \$163.09 | \$578.04 | \$700.07 | \$7,700.74 |
| | 2,065,321 | 2,069,100 | 142.50 | \$6,272.75 | \$163.09 | \$579.23 | \$701.51 | \$7,716.58 |
| | 2,069,101 | 2,079,990 | 143.25 | \$6,305.76 | \$163.09 | \$582.20 | \$705.11 | \$7,756.16 |
| | 2,079,991 | 2,090,880 | 144.00 | \$6,338.78 | \$163.09 | \$585.17 | \$708.70 | \$7,795.74 |
| | 2,090,881 | 2,100,880 | 144.62 | \$6,366.07 | \$163.09 | \$587.62 | \$711.68 | \$7,828.46 |

Roy Water Conservancy District

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

SUBJECT: **IV.I. Consideration of Secondary Water Collaboration Agreement**

Attached is a draft of a collaboration agreement between Weber Basin Water Conservancy District and multiple other entities. The purpose of the agreement is to come together and purchase meters in large quantities to leverage the buying power of multiple entities. Another purpose is to work together with multiple contractors in order to minimize the risk of competing with other entities for the same contractors. If the trustees are comfortable with the concept, it is recommended that the trustees authorize the General Manager to negotiate a final agreement and sign the document.

A suggested motion would be, “I move that we authorize the General Manager to negotiate and sign a final Secondary Water Collaboration Agreement.”

SECONDARY METERING EQUIPMENT PURCHASE AND INSTALLATION COLLABORATION AGREEMENT

This SECONDARY METERING EQUIPMENT PURCHASE AND INSTALLATION COLLABORATION AGREEMENT (“Agreement”) is made and entered into by and among Weber Basin Water Conservancy District, a water conservancy district and body politic of the State of Utah (“**Weber Basin**”), Davis & Weber Counties Canal Company, a Utah non-profit water company (“**DWCCC**”), Roy Water Conservancy District, a water conservancy district and body politic of the State of Utah (“**Roy Water**”), Weber-Box Elder Conservation District, a water conservancy district and body politic of the State of Utah (“**Weber-Box Elder**”), South Ogden Conservation District, a water conservancy district and body politic of the State of Utah (“**South Ogden CD**”), Bountiful Irrigation District, a water conservancy district and body politic of the State of Utah (“**Bountiful Irrigation**”), Syracuse City, a municipal corporation of the State of Utah (“**Syracuse**”), and XXXXXXXXXXXX. Weber Basin, DWCCC, Roy Water, Weber-Box Elder, South Ogden CD, Bountiful Irrigation and Syracuse are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

- A. During the 2022 Utah General Legislative Session House Bill 242, titled “Secondary Metering Amendments”, was passed (“HB 242”). This bill, among other things, requires the metering of pressurized secondary water by no later than January 1, 2030, provides for grant monies to facilitate the purchase and installation of secondary meters, and defines penalties for failure to comply with metering requirements.
- B. The Parties have developed, financed and constructed, and own, manage, operate and maintain systems of water storage reservoirs, water transmission main lines and distribution lines, pumps, and other water diversion and storage equipment and facilities, which it utilizes in providing secondary irrigation water under water rights, water stock and sources of water supply which it has developed, appropriated and acquired, to their citizens residing within their respective service areas.
- C. Many of the Parties have been involved in metering of secondary water within their respective service areas for years. This experience has resulted in the generation of robust specifications and standard details that ensure efficient installation of equipment, and compatibility with appurtenant software and hardware among other things.
- D. The Parties utilize many of the same sources of water as their source of secondary water. Consequently, the water quality and other characteristics are similar and often result in the use of a limited number of meter manufacturers by the Parties. The manufacturers’ ability and willingness to provide warranties and the ability of their product to accurately account for water usage in secondary water systems are typically the biggest concerns in evaluating appropriate meter selection. Often several years of operation within the secondary system are needed to ensure robust operations of the meters.
- E. Weber Basin has invested in the construction of Advanced Metering Infrastructure (AMI) and customized software that enables the collection of individual meter usage data and subsequent dissemination to the end user. This infrastructure requires the use of the Sensus 520M radio attached to meters.

- F. Many of the Parties have executed agreements with Weber Basin that provide access to Weber Basin's AMI and metering software to facilitate end user education through data collection, and generation of usage statements. These arrangements necessitate the use of the Sensus 520M radio by the Parties.
- G. The Parties are concerned that the requirements of HB 242 may result in increased competition amongst the Parties for metering equipment and contractor services that may result in higher individual costs for materials and labor to a Party or the Parties which would be detrimental to the public being served by the Parties.
- H. In order for the Parties to meet the requirements of HB 242 and mitigate the concerns identified in this Agreement, the Parties desire to create a Secondary Metering Cooperative ("Cooperative") with Weber Basin acting as the lead Party. This Cooperative is being created amongst the Parties to optimize the purchasing of meter equipment (meters and radios) common to the Parties and optimize the contracting of meter installations.
- I. Concurrently with the execution of this Agreement the Parties will enter into individual Metering Equipment Purchase Agreements ("Purchase Agreements") and Secondary Metering Contracting Service Agreements ("Contractor Service Agreement") between the respective participating Party and Weber Basin. The Purchase Agreements will provide detail regarding the applicable terms and conditions defining Party quantification of, receipt of, and payment for their needed metering equipment. The Contractor Service Agreements will provide detail regarding the applicable terms and conditions defining Party quantification of, receipt of, and payment for their needed metering installations by contractors to be contracted by the Cooperative.

ARTICLE I DEFINITIONS

All capitalized words or expressions used in this Agreement (including the Schedules and Exhibits annexed hereto) shall have the meanings specified in this Article I (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Agreement" means this Agreement (together with all exhibits and Schedules hereto) as from time to time assigned, supplemented, modified, amended, or restated or as the terms hereof may be waived.

"Contractor Service Agreement"

"Purchase Agreement"

"OM&R"

"Fringe Benefits"

ARTICLE II METERING EQUIPMENT NEEDS

2.1 Equipment Quantification for Meter Equipment Purchase:

- a. Meters - The Parties agree to provide Weber Basin a detailed summary of their respective number of connections requiring the installation of metering equipment. These summaries shall be provided using the Metering Equipment Summary Table found in Exhibit D of this Agreement and be broken down by meter size. Parties agree to deliver a final complete summary by no later than ???,??, 2022 to Weber Basin. These summaries will act to define the number of meters to be ordered by the Cooperative. The Parties shall be responsible for payment of the meters and radios quantified by these summaries per terms and conditions defined in the Metering Equipment Purchasing Agreements described in Section III of the Agreement.
- b. Radios – In addition to the summary of meter quantities needed, the Parties agree to provide a summary of the quantity and type of radio equipment needed delivered no later than ???,??, 2022. This summary shall be provided by the Parties through the completion of Exhibit D of this Agreement. The Parties shall be responsible for payment of the meters and radios quantified by these summaries per terms and conditions defined in the Metering Equipment Purchasing Agreements described in Section III of the Agreement.
- c. Parties shall be responsible to ensure that all procurements of materials are completed in a manner that meets any applicable state procurement requirements and/or their internal procurement policies.

ARTICLE III METERING EQUIPMENT PURCHASING AGREEMENTS

3.1 Agreements:

- a. Parties agree to execute individual agreements between the Party and Weber Basin detailing the terms and conditions associated with metering equipment purchases. These terms and conditions, among other things, will establish payment schedules, timelines for material receipt, material shortage distribution plans amongst all Cooperative members, and payment obligations by the Party. It is understood by the Parties that only metering equipment agreed to by the Cooperative will be incorporated into these Purchase Agreements, see Exhibit C for a list of Metering Equipment included in this effort.
- b. Parties shall be responsible to ensure that all procurements of materials are completed in a manner that meets any applicable state procurement requirements and/or their internal procurement policies.

ARTICLE IV CONTRACTOR SERVICE AGREEMENTS

4.1 Agreements:

- a. The Parties agree to evaluate the benefits that may be made available to the Parties should a Cooperative Contract be advertised and executed for the procurement of

professional contracting services for the installation of secondary meters on service connections across all Parties.

- b.** The Parties agree that where possible standard specifications and details should be used in the generation of construction documents for the bidding of meter installations. The Parties have agreed to the details and specifications included in Exhibit “A
- c.** Any Party desiring to participate in a Cooperative contract for professional contracting services upon completion of the evaluation identified above agree to execute individual agreements between the Party and Weber Basin detailing the terms and conditions associated with a Contractor Service Agreement and to generate a bid document using the form provided in Exhibit B to be including in the bid documents. Parties will work to generate standard terms and conditions associated with the bidding of the project. These terms and conditions, among other things, will establish payment schedules, timelines for material receipt, material shortage distribution plans amongst all Cooperative members, and payment obligations by the Party. Parties will identify areas of work the can be completed during the irrigation season and will work with all Parties to facilitate year-round work.
- d.** Parties agree that should a Contractor Service Agreement be determined to be in the interests of certain Parties, those Parties will work to generate bid documents with an anticipated bid date of July 2022. The bidding documents will facilitate the execution of a multiyear contract for up to 5-years, subject to annual renewals and specific price negotiation between the contractor and Cooperative Parties.
- e.** Parties agree that any work performed within their service area will be their responsibly to inspect, quantify and accept and that the respective Party will be responsible for making payment for any services provided in conformance with the contract documents.
- f.** Parties shall be responsible to ensure that all procurements of services are completed in a manner that meets any applicable state procurement requirements and/or their internal procurement policies.

ARTICLE V TERMINATION

5.1 Termination

- a.** This Agreement may be terminated as follows:
 - i.** The Parties may terminate this Agreement by mutual written consent of all Parties at any time prior to the procurement of any materials or professional contracting services.
- b.** Effects of Termination
 - i.** In the event of such termination as provided above, this Agreement shall forthwith terminate and there shall be no liability on the part of any Party or their respective officers, directors, trustees, managers, employees, or agents.

**ARTICLE VI
INDEMNIFICATION**

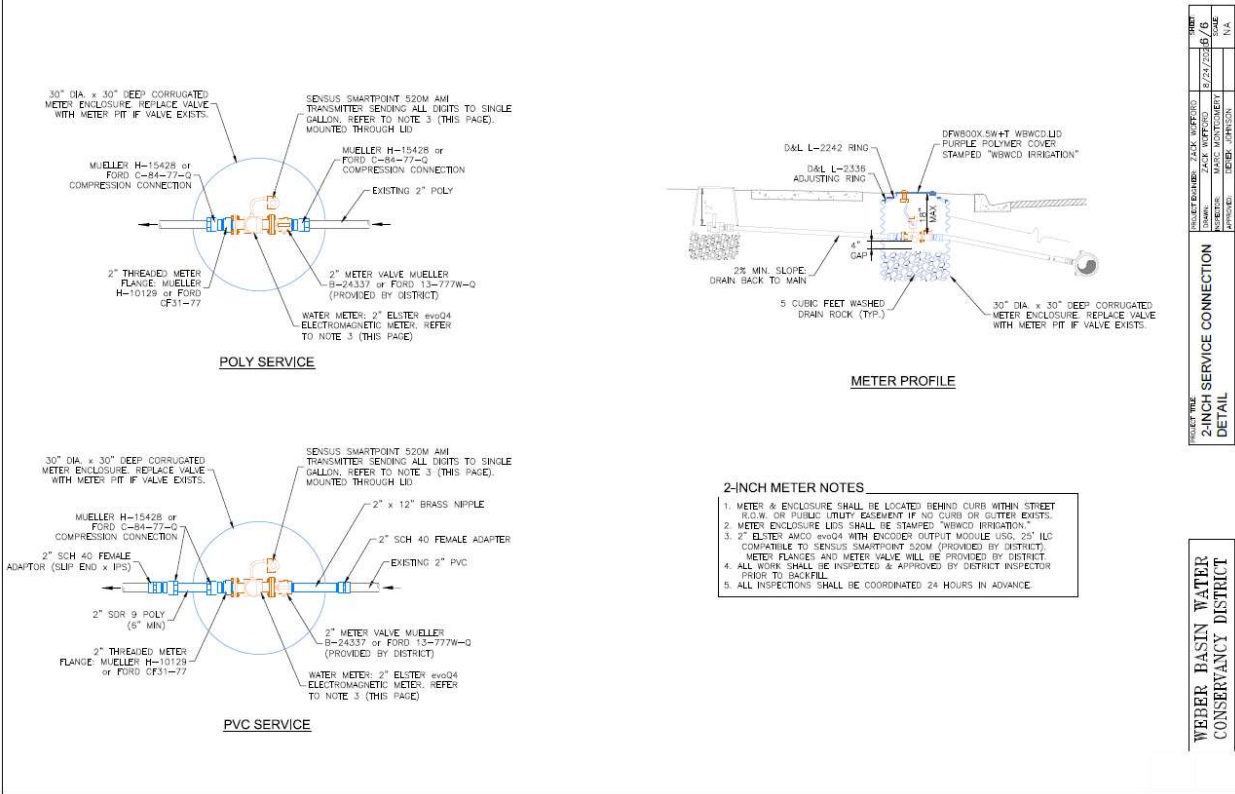
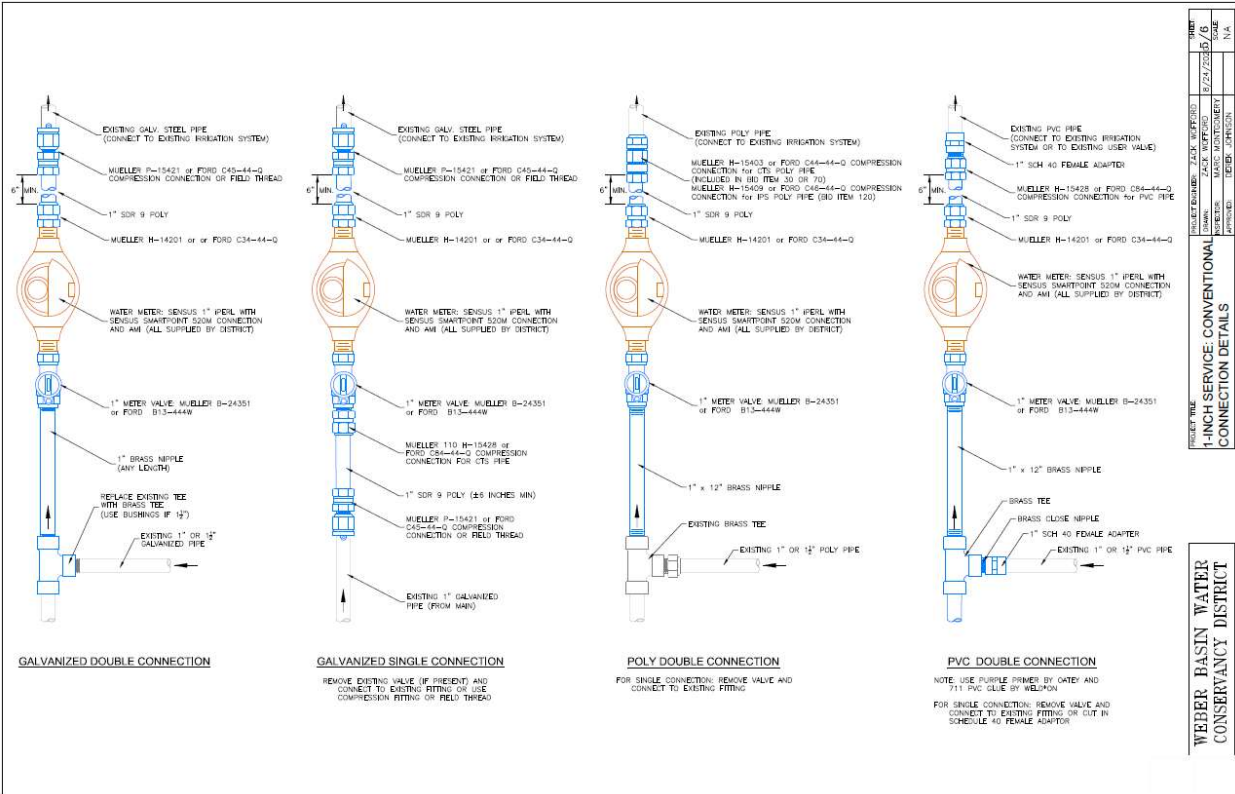
6.1 Each Party shall indemnify and hold other Parties, and their officers, agents, employees, consultants and contractors, harmless from and against any and all liability, losses, damages, claims, demands, suits, and proceedings, of whatsoever kind or nature, as well as any and all costs and expenses incurred in connection therewith, including court costs and reasonable attorney's fees, resulting from any injury to persons or damage to property, whether real or personal, which arise out of or are otherwise attributable to the negligence or misconduct of any Party, or its officers, agents, employees, consultants and contractors, in connection with the services to be provided hereunder. Notwithstanding the foregoing, Parties shall have no obligation to indemnify or hold another Party, and its agents, employees and officers, harmless from and against any liability, losses, damages, claims, demands, suits, and proceedings, of whatsoever kind or nature, which arise out of or are otherwise attributable to the negligence or misconduct of another Party, or its officers, agents, employees, consultants and contractors, subject to applicable provisions of the Utah Governmental Immunity Act.

**ARTICLE VII
AGENCY RELATIONSHIPS**

7.1 No separate legal entity is created by this Agreement, there shall be no joint acquisition or ownership of property, and it will not be necessary to dispose of property on the termination of this Agreement. The intent of the Parties by this Agreement is to minimize competition amongst the Parties in fulfilling the requirements of HB 242 and solely for the purpose of providing the services enumerated in Sections 2 through 4 herein, subject to the terms and provisions of this Agreement. This Agreement shall not be construed so as to give any Party any right of or power of control over another Party, nor shall it be construed to obligate a Party to assume any obligations or liabilities of another Party, except as provided in this Agreement.

**ARTICLE VIII
NO ASSIGNMENT**

8.1 No Party may assign its interest in this Agreement. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.



**EXHIBIT B
STANDARD BID FORM**

| BID TAB | | | | | |
|----------------|--|-------------|--------------|------------------|--------------|
| Item | Description | QNTY | UNITS | | |
| | | | | UNIT COST | TOTAL |
| 10 | Mobilization/Demobilization | | LS | | |
| 20 | 1" Single Meter Installation (to poly) | | EA | | |
| 30 | 1" Single Meter Installation (to PVC) | | EA | | |
| 40 | 1" Single Meter Installation (to galvanized) | | EA | | |
| 50 | 1" Double Meter Installation (to poly) | | Pair | | |
| 60 | 1" Double Meter Installation (to PVC) | | Pair | | |
| 70 | 1" Double Meter Installation (to galvanized) | | Pair | | |
| 80 | 2" Meter Installation | | EA | - | - |
| 90 | 4" Meter Installation | | EA | - | - |
| 100 | Connection Under Sidewalk | | Service | | |
| 110 | Transition IPS to CTS | | EA | | |
| 120 | Relocation of Resident's Connection | | EA | | |
| 130 | Raise Meter (max depth 18") | | EA | | |
| 140 | Horizontal Loop | | EA | | |
| 150 | Remove & Replace Curb & Gutter | | LF | | |
| 160 | Remove & Replace Sidewalk | | SY | | |
| 170 | Remove & Replace Asphalt | | CY | | |
| TOTAL: | | | | | |

EXHIBIT C
METERING EQUIPMENT PURCHASE AGREEMENT ELIGIBLE MATERIALS

Sensus iPerl 1-inch 1GAL TR/PL 2-WIRE W/ 6FT CABLE

Sensus 520M Single Port SMPT Radio Pit-Set with TR/PL Touchcoupler Interval Data

Sensus 520M Single Port SMPT Radio Pit-Set Wired Unit

Honeywell EvoQ4?

DRAFT

EXHIBIT D
METERING EQUIPMENT QUANTIFICATION

Contact Information

System Name: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone: _____
Email Address: _____
Contact: _____
Contact Title: _____

| Item | Description | Quantity | Units |
|------|---|----------|-------|
| 10 | Sensus 520M Pit Set Single Port Radio with TR/PL Touch Coupler Connection | | EA |
| 15 | Sensus 520M Pit Set Dual Port Radio with TR/PL Touch Coupler Connection | | EA |
| 20 | ¾-inch Sensus iPerl | | EA |
| 25 | ¾-inch Sensus Ally Meter | | EA |
| 30 | 1-inch Sensus iPerl | | EA |
| | | | |

Date Submitted:

Submitted By:

Signature:

Submitting Party understands that they shall be responsible for payment of the meters and radios quantified by these summaries per terms and conditions defined in the Agreement.

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

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

Attached is a draft of a secondary water metering grant and loan application with the Utah Department of Water Resources (DWRe). The grant and loan have not been finalized, but the majority of the items have been filled in. The District's engineer is finalizing a map and an estimate of costs that will be submitted with the grant and loan application to DWRe. The grant and loan application will need to be completed and submitted in the next couple of weeks. If everything looks okay, it is recommended that the trustees authorize the submission of the grant and loan application to DWRe and authorize either the Chair of the board of trustees or the General Manager to sign the documents.

A suggested motion would be, "I move that we authorize the submission of the Secondary Water Metering Grant and Loan application and authorize either the Chair of the board of trustees or the General Manager to sign the documents."

Roy Water Conservancy District (RWCD) Secondary Metering Grant Plan

April 2022 Application

RWCD plans to purchase and install approximately 5,000 meters between September 2022 and December 2026. Approximately 200 larger meters will be installed on schools, parks, and churches (institutional connections). The approximate numbers are due to the unknown costs of materials, installation, and administration/public information expenses. RWCD plans to apply for \$10 million of grant with a total project at \$14.28 million using a 70-30 grant to match ratio.

The secondary meters will be installed in Hooper, Roy, and West Haven over this time. Based on the planned numbers, approximately 1,500 1" meters will be installed per year with variability due to costs and larger connections being retrofitted too. RWCD plans to team with Weber Basin Water Conservancy District (WBWCD) in acquiring meters as a co-op with entities to get the cheapest meter and AMI costs. We are still trying to figure out specifics on the construction side of things.

Secondary Meters:

1" Sensus iPerl with AMI

1 ½" and 2" (some switched to 1" if less than 1 ½ acres of landscaping)

2", 3", 4", 6", 8" Sensus Hydroverse, Elster evoQ4 or Neptune MACH10 (hope to resize where possible)

Installations throughout the year.

Spring/Fall (before Memorial Day, after Labor Day) No shutoff more than 6 days.

Summer (after Memorial Day, before Labor Day) No shutoff more than 3 days.

Need to order all parts ASAP to have them in the queue so they'll be here by the Fall of 2022. Assume 150 or more meters per month in order to have sufficient in the supply chain.



ARPA GRANT APPLICATION - SECONDARY METERING
Utah Board of Water Resources

| | |
|-----------------------|----------------------|
| (FOR OFFICE USE ONLY) | Rev. 03/10/22 |
| Application Number: | <input type="text"/> |
| Date Received: | <input type="text"/> |

INTRODUCTION:

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](#)

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>Shalaine DeBernardi, Project Funding Section Manager Utah Division of Water Resources PO Box 146201 Salt Lake City, UT 84114 801-652-1668 (shalainedebernardi@utah.gov)</p> |
|---|---|

CONTACT INFORMATION:

| | | | |
|---|-------------------------------|--|--------------------------|
| Applicant (Irrigation Company, Municipality, District, etc.) Roy Water Conservancy District | | Federal Tax ID Number 87-0288572 | |
| Official Business Address 5440 Freeway Park Drive | City Riverdale | State UT | Zip Code 84405 |
| President, Chairman, Mayor, etc. (First & Last Name) Mark Ohlin | Phone 801-540-3219 | Email Address lorimarohlin@gmail.com | |
| Address 4489 S 1650 W | City Roy | State UT | Zip Code 84067 |
| Primary Contact (If different from President, Chairman, Mayor, etc. above) Rodney Banks | Phone 801-825-9744 | Email Address rodney@roywater.com | |
| Address 5440 Freeway Park Drive | City Riverdale | State UT | Zip Code 84405 |
| Secretary/Clerk Name (First & Last Name) Linda Toupin | Phone 801-825-9744 | Email Address linda@roywater.com | |
| Address 5440 Freeway Park Drive | City Riverdale | State UT | Zip Code 84405 |
| Attorney (First & Last Name, Firm) Brent Rose, Clyde Snow | Phone 801-322-2516 | Email Address dbr@clydesnow.com | |
| Address One Utah Center, 22nd Floor 201 South Main Street | City Salt Lake City | State UT | Zip Code 84111 |

ADDITIONAL CONTACT INFORMATION:

| | | | |
|--|-------|---------------|----------|
| Bond Counsel Name if applicable (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: Weber | Town or city where the project is located: Roy, Hooper, West Haven, and Riverdale | When construction is expected to begin: October 2022 |
|--|--|--|

Brief description of the project:
Retrofit installation of approximately 5,000 meters on connections throughout Roy Water Conservancy District boundaries.

Benefits of the project:
The metering of unmetered secondary water connections within Roy Water Conservancy District boundaries is anticipated to result in an approximate 30% savings of water used outdoors.

SECONDARY WATER SYSTEM INFORMATION:

| | |
|--|--|
| Total number of secondary system connections: 10,736 | Total number of secondary meters to be installed under this application: Approximately 5,000 |
| Average lot size (acres): 0.34 | Average irrigated surface per Lot (acres): 0.28 |

Current average secondary water assessment (\$/month, \$/year):
\$229/year

List water sources:
Davis and Weber Counties Canal Company shares

Amount and type of storage (million gallons (MG) or acre-feet (ACFT):
118 ACFT in an open concrete lined reservoir

Describe the secondary distribution system (include the type, e.g. lined or unlined canal/ditch, pipeline, etc.):
Pressurized pipelines ranging in size from 2" to 48" of different materials (pvc, poly, ductile iron, hdpe, and shotcoat).

ESTIMATED ANNUAL SECONDARY WATER USE BEFORE AND AFTER METER INSTALLATION:

| | |
|---|---|
| Estimated average water use per lot BEFORE meter installation (acre-feet): 0.68 acre-feet | Estimated average water use per lot AFTER meter installation (acre-feet): 0.48 acre-feet |
| Estimated water conserved by meter installation (acre-feet): 1,000 acre-feet | |

FUTURE NEED FOR WATER:

| | |
|---|---|
| Do you currently anticipate a future secondary water shortage? If so what year will this next occur? Yes. 2022 | If you anticipate a future water shortage, please estimate the volume of water shortage for the first year (acre-feet): 3,629 acre-feet; indeterminate |
| 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? Yes. The variability of our water supply depends on drought conditions. In wet years the supply should be sufficient, but in severely dry years, there will be a shortage of water. We do not anticipate the need to develop additional water in the future. | 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: Project is anticipated to begin in October 2022. The project will be completed by December 31, 2026. |

PROPOSED FINANCING PLAN: (See policy below)

| | | |
|---|----------------------|---------------|
| American Rescue Plan Act Grant (Up to 70% of Total Cost) | \$ 10,000,000 | 70.00% |
| Applicant Funds (4.5% to 30% of Total Cost) | \$ 642,857 | 4.50% |
| Board of Water Resources Loan (0% to 25.5% of Total Cost) | \$ 3,642,857 | 25.50% |
| Other (Specify) | \$ | 0.00% |
| TOTAL | \$ 14,285,714 | 100% |

PROJECT WATER RIGHTS:

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 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.

Name of Authorized Agent

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

Date

NOTICE: The following pages are for Loan Funding requests that are in addition to Grant Funds



APPLICATION FOR FINANCIAL ASSISTANCE
Utah Board of Water Resources

(FOR OFFICE USE ONLY) Rev. 9/29/20

| | |
|---------------------|--|
| 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:

Shalaine DeBernardi, Project Funding Manager
Utah Division of Water Resources PO Box 146201
Salt Lake City, UT 84114
shalainedebernardi@utah.gov, 801-652-1668

CONTACT INFORMATION:

| | | | |
|---|-------------------------------|--|--------------------------|
| Applicant (Irrigation Company, Municipality, District, etc.) Roy Water Conservancy District | | Federal Tax Identification Number 87-0288572 | |
| Official Business Address 5440 Freeway Park Drive | City Riverdale | State UT | Zip Code 84405 |
| President, Chairman, Mayor, etc. (First & Last Name, Title) Mark Ohlin | Phone 801-540-3219 | Email Address lorimarohlin@gmail.com | |
| Address 4489 S 1650 W | City Roy | State UT | Zip Code 84067 |
| Primary Contact (If different from President, Chairman, Mayor, etc. above) Rodney Banks | Phone 801-825-9744 | Email Address rodney@roywater.com | |
| Address 5440 Freeway Park Drive | City Riverdale | State UT | Zip Code 84405 |
| Secretary, Clerk, Treasurer, Finance Director (First & Last Name, Title) Linda Toupin | Phone 801-825-9744 | Email Address linda@roywater.com | |
| Address 5440 Freeway Park Drive | City Riverdale | State UT | Zip Code 84405 |
| Project Engineer (First & Last Name, Company) Brad Jensen, Wasatch Civil | Phone 801-775-9191 | Email Address brad@wasatchcivil.com | |
| Address 1150 Depot Drive Suite 225 | City Ogden | State UT | Zip Code 84404 |
| Attorney (First & Last Name, Firm) Brent Rose, Clyde Snow | Phone 801-322-2516 | Email Address dbr@clydesnow.com | |
| Address One Utah Center, 22nd Floor 201 South Main Street | City Salt Lake City | State UT | Zip Code 84111 |

PROJECT INFORMATION:

| | | |
|---|--|---|
| County where project is located Weber | Distance & direction from nearest community (ex. "3 miles west of Nephi") Roy, Hooper, West Haven, and Riverdale | When construction is expected to begin October 2022 |
|---|--|---|

Brief Description of Project

Retrofit installation of approximately 5,000 meters on connections throughout Roy Water Conservancy District boundaries.

Benefits of Project

The metering of unmetered secondary water connections within Roy Water Conservancy District boundaries is anticipated to result in an approximate 30% savings of water used outdoors.

PROPOSED FINANCING PLAN: (See policy below)

| | | | |
|--------------------------|-----------|------------------|--------------|
| Board of Water Resources | \$ | 3,642,857 | 85.00% |
| Applicant | \$ | 642,857 | 15.00% |
| Other (Specify) | \$ | | 0.00% |
| Other (Specify) | \$ | | 0.00% |
| TOTAL | \$ | 4,285,714 | 100 % |

PROJECT WATER RIGHTS:

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.

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):

Board Member

Date

SECONDARY IRRIGATION PROJECT DETAILS



| SYSTEM INFORMATION: | |
|---|--|
| # of Secondary System Connections 10,736 | # of Residential Connections in System 10,572 |
| Average Lot Size (acres) 0.34 | One Share = (Ex. "1 acre-foot") 6 acre-feet |
| Average Monthly Secondary Bill or Annual Secondary Assessment (\$) \$229/year | Average Monthly Drinking Water Bill (\$) N/A |
| Existing Annual Debt Payments (\$) 0 | Year Debt Will be Repaid N/A |
| List Water Sources Davis and Weber Counties Canal Company shares | |
| Amount and Type of Storage (MG or acre-feet) 118 ACFT in an open concrete lined reservoir | |
| Describe the secondary distribution system (include the type: lined or unlined canal/ditch, pipeline, etc.) Pressurized pipelines ranging in size from 2" to 48" of different materials (pvc, poly, ductile iron, hdpe, and shotcoat). | |
| ESTIMATED ANNUAL OPERATION & MAINTENANCE (O&M) AND WATER CONSERVATION: | |
| Pre-project O&M (\$) 1,865,000 | Post-project O&M (\$) 2,165,000 |
| Estimated water conserved by project (acre-feet) 1,000 acre-feet | |

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

SUBJECT: **IV.K. Consideration of Resolution 2022-02 Amending 2022 Budget**

Resolution 2022-02 amends the 2022 Budget and adds line item 8275-22 Secondary Water Metering Project for \$1,500,000.00 which will come from the District's reserve funds and increases line item 3700 Appropriation from Net Assets from \$302,062.00 to \$1,802,062.00. The purpose of this new line item is to begin the process of installing meters on the District's unmetered secondary water connections to comply with HB242. This money will be used to begin purchasing meters, radios, fittings and the other materials needed to complete the project. Utah Code Annotated 17B-1-630 allows the District to increase its budget by resolution in a regularly scheduled board meeting that has been properly noticed.

A suggested motion would be, "I move that we approve Resolution 2022-02 Amending the District's 2022 Budget."

ROY WATER CONSERVANCY DISTRICT

RESOLUTION NO. 2022 - 02

**A RESOLUTION AMENDING THE
ROY WATER CONSERVANCY DISTRICT 2022 BUDGET**

WHEREAS, the board of trustees of Roy Water Conservancy District (the "District") has duly adopted a final budget for the District for calendar year 2022 (the "2022 Budget") in conformance with its authority as set forth in U.C.A. §17B-1-611; and

WHEREAS, the board of trustees has determined it necessary to amend the 2022 Budget for the purpose of installing secondary water meters as mandated by House Bill 242 of the 2022 Utah Legislative General Session in conformance with its authority as set forth in U.C.A. §17B-1-630, and has prepared an amended 2022 Budget for the District for calendar year 2022 (the "2022 Amended Budget"); and

WHEREAS, the board of trustees, in conformance with U.C.A. §17B-1-630, has been delivered written notice of the time, place, and purpose of an agenda item of the meeting for the purpose of amending the 2022 Budget at least five days prior to the regular meeting of the board of trustees wherein the 2022 Amended Budget will be considered.

NOW, THEREFORE, be it hereby resolved that:

1. The 2022 Amended Budget, a copy of which is attached hereto and incorporated by reference herein, is hereby adopted as an amended budget for the District, effective for budget year 2022, subject to further amendment as provided by law.
2. The budget officer is hereby further directed to file a copy of the Amended 2022 Budget in the District office and to make the same available to the public for inspection during regular business hours.
3. This Resolution shall be effective immediately upon passage.

PASSED AND ADOPTED by the Board this 13th day of April, 2022.

ROY WATER CONSERVANCY DISTRICT

Mark Ohlin, Chair

ATTEST:

Linda Toupin, District Clerk

(seal)

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 6, 2022

SUBJECT: **IV.L. Consideration of Resolution 2022-03 Declaring the Severity of the 2022 Drought**

Attached is Resolution 2022-03 which declares the severity of the 2022 Drought and it discusses the consequences of the declaration.

A suggested motion for approval would be, “I move that we approve Resolution 2022-03 Declaring the Severity of the 2022 Drought.”

ROY WATER CONSERVANCY DISTRICT

RESOLUTION NO. 2022 - 02

A RESOLUTION DECLARING THE SEVERITY OF THE 2022 DROUGHT AND RELATED MATTERS

WHEREAS, the U.S. Drought Monitor, produced through a partnership between the National Drought Mitigation Center at the University of Nebraska-Lincoln, the United States Department of Agriculture, and the National Oceanic and Atmospheric Administration, which defines relative drought intensities to include (i) abnormally dry; (ii) moderate drought; (iii) severe drought; (iv) extreme drought; and (v) exceptional drought; and

WHEREAS, Section 7 of the District’s Uniform Rules and Regulations governs the delivery of water to and the use of water by all customers and contract holders of the District (the “Water Use Regulations”); and

WHEREAS, Section 7.1.4 of the Water Use Regulations provides as follows:

7.1.4 Drought Declaration; Regulations. The existence and extent of drought conditions will vary from year to year and may even vary during a given irrigation season. As such, each year, or at any time during a given year, the Board shall ascertain whether and to what extent a drought condition exists within its service area. If a drought condition is determined to exist, the Board shall, in its sole discretion, make a drought declaration, designating and declaring the intensity of the drought utilizing as a guide the U.S. Drought Monitoring Report (the “Drought Report”), published at:

<https://droughtmonitor.unl.edu/CurrentMap/StateDroughtMonitor.aspx?UT>

The intensity of drought conditions defined in the Drought Report include: abnormally dry, moderate drought, severe drought, extreme drought and exceptional drought. The Board, in its sole discretion, may by resolution make a drought declaration, establishing, among other things, a shortage of water by percentage, based on such conditions as may be deemed relevant by the Board in consideration of the Drought Report and other factors. In its drought declaration, the Board may make such rules and regulations and establish such limitations and restrictions which may be in addition to and/or in substitution for the limitations and restrictions otherwise imposed by the Board pursuant to this Section, which rules, regulations, limitations and restrictions shall govern during such period as established by the Board in the drought declaration.

WHEREAS, consistent with its aforesaid powers, the District’s Board of Trustees (the “Board”), deems it necessary to make a drought declaration for the 2022 irrigation season, designating and declaring the intensity of the drought utilizing the Drought Report as its guide, and to provide for the imposition of water delivery and use limitations and restrictions during the pendency of the drought.

NOW, THEREFORE, be it hereby resolved by the Board as follows:

1. DROUGHT DECLARATION.

(a) Drought Existence and Designation. The Board hereby finds and declares that as of January 4, 2022, all of the lands situated within the service area of the District are experiencing drought conditions which fall within the area designated in the Drought Report as “D2,” meaning that the drought conditions are “severe,” and that such drought conditions continue to persist and will continue to worsen.

(b) D&WCCC Water Supply Reductions. Davis and Weber Counties Canal Company (“D&WCCC”), the District’s primary water supplier, has notified the District that the water supply allocated to the District for the 2022 irrigation season will be reduced by an amount approximately equal to 40% of its normal allocation of water per share (the “D&WCCC 2022 Water Allocation”). On March 17, 2022, D&WCCC declared an amount of 4.01 acre-feet per share with the possibility of the amount per share being decreased if the current drought conditions persist.

2. WATER DELIVERY AND USE LIMITATIONS AND RESTRICTIONS.

Consistent with its authority under the District’s Water Use Regulations, the water use limitations and restrictions authorized to be imposed and published by the District on its website at www.roywater.com, shall be imposed subject to and in conformance with the D&WCCC 2022 Water Allocation Restriction, which shall apply to and govern all of the District’s existing

petitions and contracts. The limitations and restrictions imposed by the Board shall be enforced within the service area of the District, as published, unless and until this declaration is modified or otherwise terminated by the Board.

3. **FULL PAYMENT DUE NOTWITHSTANDING.** As provided in the District’s Water Use Regulations, notwithstanding the drought declaration set forth herein, and the water delivery and use limitations and restrictions imposed by the Board in response thereto, the District’s full annual assessment and all special assessments, fees and charges levied and imposed by the Board, shall be and remain due and payable in full, without reduction or waiver, by the holders of all petitions and water contracts with the District.

4. **IMMEDIATE EFFECT.** This resolution shall take effect immediately upon adoption by the Board.

PASSED AND ADOPTED by the Board this 13th day of April, 2022.

ROY WATER CONSERVANCY DISTRICT

Mark Ohlin, Chair

ATTEST:

District Clerk

seal

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

SUBJECT: **IV.M. Consideration of Park43 Townhomes Development Agreement**

Park43 Townhomes is located at approximately 5445 South 4300 West in Roy which is just north of the new Holiday Oil being construction on the northwest corner of 5500 South and 4300 West. Most of the existing parcel has not had an existing water allotment. The developer will be required to bring either one half ($\frac{1}{2}$) share of D&WCCC stock, one half ($\frac{1}{2}$) share of Wilson Irrigation stock or an appropriate amount of Hooper Irrigation shares in order to supply the secondary water needs of the development's landscaping. The existing secondary water service will be modified to install a new 1-inch meter. Otherwise, this is a standard development agreement.

A *suggested* motion would be, "I move that we approve the Park43 Townhomes Development Agreement."

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

SUBJECT: **IV.N. Consideration of Glen Jenkins Subdivision Development Agreement**

Glen Jenkins Subdivision is located at approximately 5713 South 3100 West in Roy. The existing parcel has had an existing water allotment. The developer will be required to install six (6) 1-inch meters and modify one (1) existing service with a 1-inch meter for a total of seven (7) meters installed for the project. Otherwise, this is a standard development agreement.

A suggested motion would be, “I move that we approve the Glen Jenkins Subdivision Development Agreement.”

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 12, 2022

SUBJECT: **IV.O. Consideration of Highgate Cove Development Agreement**

Highgate Cove is located at approximately 4830 South Midland Drive in Roy which is just south of the Bridge Academy Elementary charter school. The existing parcel has not had an existing water allotment. The developer will be required to bring either two and one half (2 ½) shares of D&WCCC stock, four (4) shares of Wilson Irrigation stock or an appropriate amount of Hooper Irrigation shares in order to supply the secondary water needs of the development. The developer will be required to install thirty-four (34) 1-inch meters for the project. Otherwise, this is a standard development agreement.

A suggested motion would be, “I move that we approve the Highgate Cove Development Agreement.”

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: April 8, 2022

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

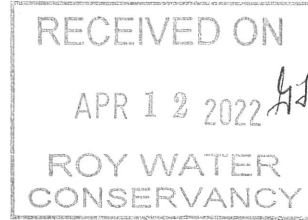
The following is a reminder of upcoming meetings and events:

Board Meeting – April 13, 2022, at 5:00 p.m.
Operations Review – possibly April 20, 2022 at 10:00 a.m.
Board Meeting – May 11, 2022, at 5:00 p.m.
Public Hearing for Allotment of Water – May 11, 2022, at 6:00 p.m.
Public Hearing Rate Increase – May 11, 2022, at 6:00 p.m.
Board Meeting – June 8, 2022, at 5:00 p.m.
Board Meeting – July 13, 2022, at 5:00 p.m.
Board Meeting – August 17, 2022, at 5:00 p.m.
Board Meeting – September 14, 2022, at 5:00 p.m.
Board Meeting – October 12, 2022, at 5:00 p.m.
Utah Water Summit – October 18, 2022, Layton, UT
UASD Annual – November 2-4, 2022, Layton, UT
Board Meeting – November 16, 2022, at 5:00 p.m.
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 2022 Budget – December 14, 2022, at 6:00 p.m.
D&WCCC Stockholders Meeting – Possibly December 19, 2022, at 6:30 p.m.

As of April 7th, East Canyon is 64% full, Echo Reservoir is 44% full, and the Weber River basin snow water equivalent is 66% of normal. Currently almost 99% 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

APRIL 12, 2022
(MARCH 31, 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: None

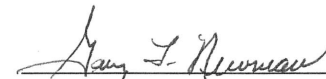
Bank of Utah

1. O & M Account No. ***0122: _____
2. C.F. Account No. ***1928: _____
3. Weber Basin Account No. ****0846: _____

PTIF

4. O & M Account No. 1141: _____
5. Meter Account No. 2340: _____

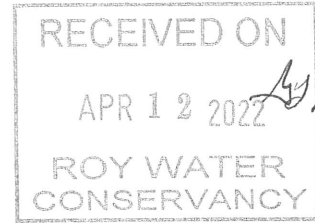
I have completed the above procedures for the month of April 2022 (March 31, 2022 Statements).



Gary L. Newman, Vice-Chair

ZION BANK PURCHASE CARDS
INTERNAL AUDIT REPORT

APRIL 12, 2022,
(MARCH 31, 2022 STATEMENTS)

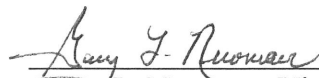


- | YES | NO | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Obtain purchase card statements. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Review statements for unusual charges. |
| <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. Mark Ohlin Credit Card: _____
3. Gary Newman Credit Card: _____
4. Gary Adams Credit Card: _____
5. Jon S. Ritchie Credit Card: _____
6. Chad Zito Credit Card: _____
7. Rodney Banks Credit Card: _____
8. Phil Durbano Credit Card: _____
9. Kent Thurgood Credit Card: _____
10. Nathan Doxey Credit Card: _____
11. Justin Sandberg Credit Card: _____
12. Linda Toupin Credit Card: _____
13. Courtney Harris Credit Card: _____

I have completed the above procedures for the month of April 12, 2022 (March 31, 2022 Statements).



Gary L. Newman, Vice-Chair

FINANCIAL REPORT

• APRIL 2022 •

GENERAL FUND

PREVIOUS MONTH

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|-----------------------|---------------|---------------|---------------|
| Balance as of March 1 | \$ 304,558.59 | \$ 190,089.80 | \$ 85,234.23 |
| Deposits | \$ 20,241.38 | \$ 312,385.84 | \$ 182,507.66 |
| Interest on checking | \$ 94.07 | \$ 105.43 | \$ 200.53 |
| Withdrawals | \$ 115,447.49 | \$ 263,203.66 | \$ 170,347.19 |
| Balance | \$ 209,446.55 | \$ 239,377.41 | \$ 97,595.23 |

TO DATE

| | | | |
|-----------------------|---------------|---------------|---------------|
| Balance as of April 1 | \$ 209,446.55 | \$ 239,377.41 | \$ 97,595.23 |
| Deposits | \$ 108,150.21 | \$ 600,591.42 | \$ 250,829.00 |
| Withdrawals | \$ 75,798.91 | \$ 528,702.77 | \$ 184,634.05 |
| Balance | \$ 241,797.85 | \$ 311,266.06 | \$ 163,790.18 |

CAPITAL FACILITIES FUND

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|-----------------------|---------------|---------------|---------------|
| Balance as of March 1 | \$ 123,227.79 | \$ 260,422.85 | \$ 257,887.07 |
| Deposits | \$ - | \$ - | \$ - |
| Interest on checking | \$ 46.76 | \$ 104.65 | \$ 478.33 |
| Withdrawals | \$ - | \$ 4,817.19 | \$ - |
| Balance | \$ 123,274.55 | \$ 255,710.31 | \$ 258,365.40 |

TO DATE

| | | | |
|-----------------------|---------------|---------------|---------------|
| Balance as of April 1 | \$ 123,274.55 | \$ 255,710.31 | \$ 258,365.40 |
| Deposits | \$ - | \$ - | \$ - |
| Withdrawals | \$ - | \$ 22,820.40 | \$ - |
| Balance | \$ 123,274.55 | \$ 232,889.91 | \$ 258,365.40 |

WEBER BASIN FUND

| | | | |
|-----------------------|---------------|---------------|---------------|
| Balance as of April 1 | \$ 592,272.71 | \$ 486,706.66 | \$ 391,931.16 |
|-----------------------|---------------|---------------|---------------|

CONNECTIONS

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|--|-------------|-------------|-------------|
| Connections made during the previous month (March) | 0 | 2 | 13 |
| Total connections made during the current year | 2 | 3 | 19 |
| Total active connections | 10,798 | 10,773 | 10,675 |

SHARES

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|--|-------------|-------------|-------------|
| Shares of D&WCCC Water Stock to date: | 1,512.5 | 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 Water Stock to date: | 21.0 | 20.5 | 20.5 |

UTAH PUBLIC TREASURER'S INVESTMENT FUND

· OPERATIONS & MAINTENANCE ACCOUNT ·

| | | <u>RATE</u> | <u>DATE</u> |
|----------------------------|-----------------|-------------|------------------|
| Balance as of March 1 | \$ 4,862,521.27 | 0.5282% | Ongoing-Flexible |
| Deposits (by Weber County) | \$ 13,894.42 | | |
| Interest | \$ 2,185.81 | | |
| Withdrawals (by wire) | \$ - | | |
| Balance | \$ 4,878,601.50 | | |

· METER FUND ACCOUNT ·

| | | <u>RATE</u> | <u>DATE</u> |
|---------|---------------|-------------|------------------|
| Balance | \$ 157,096.51 | 0.5282% | Ongoing-Flexible |

ROY WATER CONSERVANCY DISTRICT
2022 Profit & Loss Budget vs. Actual

04/13/22

Accrual Basis

January through December 2022

| | Jan - Dec 22 | Budget | \$ Over Budget |
|--|-------------------|---------------------|----------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| 3016 · Cell Tower Leases | 11,177.08 | 56,000.00 | -44,822.92 |
| 3020 · Surplus Water Sales/Wheeling Ch | 1,890.00 | 13,000.00 | -11,110.00 |
| 3028 · Interest-Checking & Investments | 3,880.76 | 20,000.00 | -16,119.24 |
| 3030 · Ad Valorem Tax | 347.51 | 127,500.00 | -127,152.49 |
| 3034 · Delinquent Assessments | 9,386.86 | 30,000.00 | -20,613.14 |
| 3035 · Direct Charges/Assessments | 5,407.57 | 2,285,000.00 | -2,279,592.43 |
| 3036 · Registered Vehicle F.I.L. | 1,545.01 | 13,500.00 | -11,954.99 |
| 3037 · Delinquent Ad Valorem Tax | 917.73 | 2,500.00 | -1,582.27 |
| 3040 · Non-Taxable Entity Assessments | 0.00 | 65,000.00 | -65,000.00 |
| 3045 · Homeowners 1 Yr Only Assmnt. | 0.00 | 1,000.00 | -1,000.00 |
| 3050 · Homeowners Yearly Assessments | 0.00 | 5,000.00 | -5,000.00 |
| 3150 · Misc. Income | 0.00 | 1,000.00 | -1,000.00 |
| 3156-22 · Sale of 2022 Vehicles | 0.00 | 290,000.00 | -290,000.00 |
| 3158-21 · Sale of 2022 CAT 938M | 0.00 | 175,000.00 | -175,000.00 |
| 3300 · Weber Basin - West Haven System | 242,688.62 | 230,000.00 | 12,688.62 |
| 3301 · Weber Basin Administrative Fee | 0.00 | 11,500.00 | -11,500.00 |
| 3601-21 · WaterSmart Grant R22AP00053 | 0.00 | 75,000.00 | -75,000.00 |
| Total Income | 277,241.14 | 3,401,000.00 | -3,123,758.86 |
| Gross Profit | 277,241.14 | 3,401,000.00 | -3,123,758.86 |
| Expense | | | |
| 4900 · Trustees Fees & Extra Meetings | 5,480.22 | 20,000.00 | -14,519.78 |
| 4903 · Scada | 0.00 | 1,500.00 | -1,500.00 |
| 4906 · Engineering | 2,715.68 | 52,500.00 | -49,784.32 |
| 4907 · Audit / CPA | 0.00 | 20,000.00 | -20,000.00 |
| 4908 · Attorney | 2,516.00 | 33,000.00 | -30,484.00 |
| 4909 · Advertising & Publishing | 633.18 | 31,000.00 | -30,366.82 |
| 4911 · Liability | 5,294.40 | 38,000.00 | -32,705.60 |
| 4912 · Workers Compensation | 2,087.87 | 12,500.00 | -10,412.13 |
| 4913 · Bonding | 0.00 | 1,000.00 | -1,000.00 |
| 5100 · Roy City Water Rental | 0.00 | 25,000.00 | -25,000.00 |
| 5101 · D & W Water Assessment | 0.00 | 379,000.00 | -379,000.00 |
| 5103 · Other Water Rental | 5,512.50 | 15,000.00 | -9,487.50 |
| 5105 · Weber Basin Lease Contract | 0.00 | 44,000.00 | -44,000.00 |
| 5106 · Wilson Water Assessment | 1,890.00 | 2,000.00 | -110.00 |
| 5200 · Utah Water Users Association | 0.00 | 1,500.00 | -1,500.00 |
| 5201 · Association Special Districts | 2,091.00 | 3,000.00 | -909.00 |
| 5202 · Water Education | 0.00 | 1,000.00 | -1,000.00 |
| 5204 · American Water Works | 0.00 | 700.00 | -700.00 |
| 5205-1 · Irrigation Caucus | 400.00 | 400.00 | 0.00 |
| 5206-1 · Water Conservation (Other) | 0.00 | 500.00 | -500.00 |
| 5300 · Director Workshops/Training | 2,483.72 | 22,000.00 | -19,516.28 |
| 5301 · Employee Workshops/Training | 5,737.36 | 26,000.00 | -20,262.64 |
| 5302 · Medicare | 2,660.36 | 10,300.00 | -7,639.64 |
| 5303-00 · Gross Wages-RWCD | 134,846.91 | 443,000.00 | -308,153.09 |

ROY WATER CONSERVANCY DISTRICT
2022 Profit & Loss Budget vs. Actual
 January through December 2022

| | Jan - Dec 22 | Budget | \$ Over Budget |
|--|--------------|------------|----------------|
| 5303-01 · Overtime-RWCD | 611.65 | 31,500.00 | -30,888.35 |
| 5303-04 · Overtime-West Haven | 0.00 | 8,250.00 | -8,250.00 |
| 5303-05 · Double Time-RWCD | 0.00 | 2,000.00 | -2,000.00 |
| 5303-06 · Gross Wages-West Haven | 18,305.44 | 123,750.00 | -105,444.56 |
| 5303-07 · Double Time-West Haven | 0.00 | 1,550.00 | -1,550.00 |
| 5303-10 · Sick Leave Pay | 1,620.58 | 29,000.00 | -27,379.42 |
| 5303-11 · Annual Leave Pay | 12,948.55 | 32,500.00 | -19,551.45 |
| 5303-12 · Pager Time-RWCD | 373.45 | 9,500.00 | -9,126.55 |
| 5303-13 · Compensation Time | 0.00 | 1,750.00 | -1,750.00 |
| 5303-14 · Holiday Pay | 8,733.12 | 25,000.00 | -16,266.88 |
| 5303-15 · Pager Time-West Haven | 323.86 | 6,250.00 | -5,926.14 |
| 5303-20 · Vehicle Compensation | 1,171.80 | | |
| 5304 · FICA | 11,375.32 | 44,750.00 | -33,374.68 |
| 5307 · Retirement | 24,365.81 | 99,000.00 | -74,634.19 |
| 5308-04 · Medical FSA (Pre Tax) | -1,075.68 | | |
| 5308 · Health Insurance | 37,384.29 | 143,000.00 | -105,615.71 |
| 5309 · 401K | 6,609.90 | 31,250.00 | -24,640.10 |
| 5311 · Unemployment Comp. | 0.00 | 3,100.00 | -3,100.00 |
| 5312 · Disability | 560.35 | 3,500.00 | -2,939.65 |
| 5315 · General Office Expenses | 1,569.41 | 20,000.00 | -18,430.59 |
| 5316 · Office Travel Reimbursement | 44.53 | 1,500.00 | -1,455.47 |
| 5317 · Managers Expense | 0.00 | 1,500.00 | -1,500.00 |
| 5318 · Air Conditioning & Heating | 0.00 | 2,000.00 | -2,000.00 |
| 5319 · Computer Tech. Repair & Agrmnts | 6,685.00 | 18,000.00 | -11,315.00 |
| 5321 · Adjustments & Refunds | 0.00 | 500.00 | -500.00 |
| 5323 · Computer Hardware & Software | 1,788.75 | 15,000.00 | -13,211.25 |
| 5324 · Radio Maintenance | 0.00 | 1,000.00 | -1,000.00 |
| 5325 · Bldg Cleaning & Maint. Supplies | 0.00 | 500.00 | -500.00 |
| 5326 · Janitorial Services | 860.00 | 3,000.00 | -2,140.00 |
| 5327 · Office Improvements | 0.00 | 5,000.00 | -5,000.00 |
| 5328 · Conservation Study & Incentives | 0.00 | 3,000.00 | -3,000.00 |
| 5401 · Telephone | 2,706.84 | 20,000.00 | -17,293.16 |
| 5402 · Dominion Energy | 1,948.92 | 4,500.00 | -2,551.08 |
| 5403 · Rocky Mountain Power/Electrical | 136.29 | 65,000.00 | -64,863.71 |
| 5404 · Culinary Water (Riverdale) | 424.92 | 2,500.00 | -2,075.08 |
| 5405 · Trash | 515.40 | 1,750.00 | -1,234.60 |
| 5501 · Fuel | 2,661.21 | 16,000.00 | -13,338.79 |
| 5502 · Oil, Grease & Filters | 190.00 | 1,250.00 | -1,060.00 |
| 5503 · Tires | 0.00 | 2,000.00 | -2,000.00 |
| 5504 · Batteries | 159.33 | 300.00 | -140.67 |
| 5505 · Equipment Repair | 103.75 | 5,000.00 | -4,896.25 |
| 5506 · Equipment Tune-Up | 30.70 | 750.00 | -719.30 |
| 5507 · Truck Repair & Registration | 0.00 | 1,500.00 | -1,500.00 |
| 5509 · Portable Equipment | 0.00 | 3,000.00 | -3,000.00 |
| 5510 · Small Hand Tools - Shop | 0.00 | 2,000.00 | -2,000.00 |
| 5511 · Small Tools - Trucks | 0.00 | 2,500.00 | -2,500.00 |
| 5512 · Equipment Rental | 0.00 | 1,500.00 | -1,500.00 |
| 5600 · Oxygen, Acetylene & Welding Rod | 118.39 | 1,500.00 | -1,381.61 |
| 5601 · Rock & Road Base | 0.00 | 3,500.00 | -3,500.00 |

ROY WATER CONSERVANCY DISTRICT
2022 Profit & Loss Budget vs. Actual

04/13/22

January through December 2022

Accrual Basis

| | Jan - Dec 22 | Budget | \$ Over Budget |
|--|--------------------|---------------------|----------------------|
| 5602 · Concrete Products | 0.00 | 400.00 | -400.00 |
| 5603 · Nuts & Bolts | 0.00 | 600.00 | -600.00 |
| 5604 · Uniforms | 89.97 | 2,000.00 | -1,910.03 |
| 5605 · Safety Equipment | 0.00 | 1,000.00 | -1,000.00 |
| 5606 · Shop Clean & Maint. Supplies | 66.02 | 1,000.00 | -933.98 |
| 5608 · Building Maintenance (Shop) | 227.58 | 2,000.00 | -1,772.42 |
| 5609 · Shop Improvements | 0.00 | 5,000.00 | -5,000.00 |
| 5700 · District Property Maintenance | 6,335.00 | 30,000.00 | -23,665.00 |
| 5900 · Asphalt | 0.00 | 3,500.00 | -3,500.00 |
| 5901 · Contractor | 0.00 | 28,000.00 | -28,000.00 |
| 5902 · Concrete | 0.00 | 2,000.00 | -2,000.00 |
| 5903 · Roy City Cut & Patch Fees | 0.00 | 3,000.00 | -3,000.00 |
| 5904 · Dispose Concrete & Asphalt | 0.00 | 2,000.00 | -2,000.00 |
| 6000 · Reservoir & Pumphouse | 3,899.11 | 50,000.00 | -46,100.89 |
| 6001 · Inlet Screen Repairs | 2,800.69 | 5,000.00 | -2,199.31 |
| 6100 · Pipeline Maintenance & Supplies | 20.95 | 27,500.00 | -27,479.05 |
| 6101 · Welding of Pipeline | 650.00 | 1,000.00 | -350.00 |
| 6102 · Blue Stakes | 1,729.38 | 9,000.00 | -7,270.62 |
| 6204 · Depreciation | 0.00 | 100,000.00 | -100,000.00 |
| 8219-22 · CF Plan #1 Mainline Valves 22 | 0.00 | 40,000.00 | -40,000.00 |
| 8229-22 · CF Plan #2 Connect Unconnecte... | 578.86 | 48,000.00 | -47,421.14 |
| 8262-21 · WaterSmart Grant R22AP00053-21 | 1,933.01 | 187,500.00 | -185,566.99 |
| 8279 · CF Plan #4 2600 W 5800 S Replac | 19,115.03 | 385,446.00 | -366,330.97 |
| 8280 · CF Plan #5 1950 W 5100 S Replac | 6,104.53 | 102,787.00 | -96,682.47 |
| 8281 · CF Plan #6 4250 S 2350 W Connec | 4,713.01 | 32,729.00 | -28,015.99 |
| 8305-22 · Truck Upgrades 2022 | 338,452.00 | 306,000.00 | 32,452.00 |
| 8326-22 · 2022 CAT 938M | 0.00 | 190,000.00 | -190,000.00 |
| 8332 · 2022 Colorado | 0.00 | 42,000.00 | -42,000.00 |
| Total Expense | 704,316.22 | 3,591,562.00 | -2,887,245.78 |
| Net Ordinary Income | -427,075.08 | -190,562.00 | -236,513.08 |
| Other Income/Expense | | | |
| Other Income | | | |
| 3700 · Appropriation From Net Assets | 0.00 | 202,062.00 | -202,062.00 |
| Total Other Income | 0.00 | 202,062.00 | -202,062.00 |
| Other Expense | | | |
| 8500 · Weber Basin Admin Expense | 0.00 | 11,500.00 | -11,500.00 |
| Total Other Expense | 0.00 | 11,500.00 | -11,500.00 |
| Net Other Income | 0.00 | 190,562.00 | -190,562.00 |
| Net Income | -427,075.08 | 0.00 | -427,075.08 |

2:38 PM
04/13/22

ROY WATER CONSERVANCY DISTRICT
O&M Checks
April 13 - 14, 2022

| | Num | Name | Amount |
|-----------------|-------|------------------------------------|--------------|
| Apr 13 - 14, 22 | 19581 | Chad Zito | -\$275.01 |
| | 19582 | Gary L. Newman | -\$275.01 |
| | 19583 | Jon S. Ritchie | -\$200.01 |
| | 19584 | Mark W. Ohlin | -\$275.01 |
| | 19585 | Ace Recycling & Disposal | -\$135.32 |
| | 19586 | Advantage Pawn & Rental | -\$163.33 |
| | 19587 | Blue Stakes of Utah | -\$679.50 |
| | 19588 | Clear Link IT, LLC | -\$1,664.00 |
| | 19589 | Clyde Snow & Sessions | -\$1,632.00 |
| | 19590 | Column Software PBC | -\$633.18 |
| | 19591 | Comcast | -\$572.80 |
| | 19592 | Dominion Energy | -\$531.44 |
| | 19593 | Douglas P. Pierce | -\$1,500.00 |
| | 19594 | Durk's Plumbing Supply, Inc. | -\$148.08 |
| | 19595 | Ferguson Enterprises | -\$1,837.79 |
| | 19596 | Fuel Network | -\$1,457.05 |
| | 19597 | Home Depot | -\$145.28 |
| | 19598 | Intermountain Concrete Specialties | -\$10.00 |
| | 19599 | J. D. Young & Son Landscape | -\$2,053.00 |
| | 19600 | Jan-Pro of Utah | -\$215.00 |
| | 19601 | Lake Welding Services | -\$650.00 |
| | 19602 | Linde Gas & Equipment, Inc. | -\$38.03 |
| | 19603 | Monsen Engineering, Inc. | -\$218.00 |
| | 19604 | Mountainland Supply Company | -\$20,309.96 |
| | 19605 | O'Reilly Automotive | -\$81.98 |
| | 19606 | Opticare Vision Services | -\$96.30 |
| | 19607 | PEHP Group Insurance | -\$11,795.40 |
| | 19608 | PEHP LTD Program | -\$337.40 |
| | 19609 | PEHP LTD Program | -\$222.95 |
| | 19610 | Riverdale City Corporation | -\$141.64 |
| | 19611 | Rocky Mountain Power | -\$14.21 |
| | 19612 | Rocky Mountain Power | -\$32.32 |
| | 19613 | Rocky Mountain Power | -\$10.26 |
| | 19614 | Stark Brothers, Inc. | -\$3,440.00 |
| | 19615 | T & J Horse Trailer, Inc. | -\$15.16 |
| | 19616 | Verizon Wireless (V) | -\$407.18 |
| | 19617 | Wasatch Civil Engineering | -\$4,605.69 |
| | 19618 | Utah State Tax Commission | -\$3,290.00 |
| | 19619 | AFLAC | -\$131.80 |
| | 19620 | Utah Local Governments Trust | -\$738.68 |
| | 19621 | Utah Local Governments Trust | -\$875.33 |

2:38 PM
04/13/22

ROY WATER CONSERVANCY DISTRICT
O&M Checks
April 13 - 14, 2022

| | Num | Name | Amount |
|------------------------|------------|--------------------|---------------------|
| | 19622 | Courtney L. Harris | -\$1,624.73 |
| | 19623 | Justin J. Sandberg | -\$1,670.69 |
| | 19624 | Kent D. Thurgood | -\$1,711.66 |
| | 19625 | Linda A. Toupin | -\$1,718.99 |
| | 19626 | Nathan S. Doxey | -\$1,655.37 |
| | 19627 | Philip W. Durbano | -\$2,042.94 |
| | 19628 | Rodney D. Banks | -\$3,519.43 |
| Apr 13 - 14, 22 | | Total | -\$75,798.91 |