

Roy Water Conservancy District

5440 Freeway Park Drive
Riverdale, UT 84405

AGENDA

Monthly Board of Trustees' Meeting
October 12, 2022
5:00 P.M.

- 5:00 p.m.
- | | |
|--|-------------|
| I. CALL TO ORDER | Chair Ohlin |
| II. PLEDGE OF ALLEGIANCE | Jon Ritchie |
| III. APPROVAL OF MINUTES | MOTION |
| IV. BUSINESS | |
| A. Discussion of 2023 Draft Budget | Discussion |
| B. Consideration of Outside Engineering Services Reimbursement Agreement for UDOT's 5600 South Project | MOTION |
| C. Consideration of Engineering Services Agreement for the Secondary Water Metering Project | MOTION |
| D. Consideration of District Representative to Vote at Utah Association of Special Districts Annual Convention | MOTION |
| E. Public Comments | |
| V. REPORTS FROM MANAGER AND TRUSTEES | |
| A. Report of RWCD and West Haven Systems | |
| B. Water Smart Innovations Conference October 5-7, 2022 | |
| C. Manager & Trustees Reports | |
| D. Review of Monthly Bank Statements and Cancelled Checks | Gary Newman |
| VI. APPROVAL OF FINANCIAL REPORTS | |
| A. Monthly Financial Report | MOTION |
| B. 3 rd 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: October 7, 2022

SUBJECT: **IV.A. Discussion of 2023 Draft Budget**

The attached draft budget is for the trustees to review and make any suggestions or comments in either October or in November's board meeting. Items of note for the 2023 budget:

1. Revenues are projected to be about 10% more than 2022 due to the approved increase in assessments as required by UCA 73-10-34(2)(c) which requires the District to set aside money for meter installation on existing connections.
2. Most of the income and expense line items stayed about the same with a few items increasing and a few decreasing.
3. The engineering budget stayed the same, but there will be costs associated with UDOT's 5600 South project which will be reimbursed, and costs associated with the Secondary Water Metering Project which will be paid for by funds from the grant and bond.
4. In Capital Improvements, there are line items for the secondary water metering project and a line item for potential costs for UDOT's 5600 South project.
5. Also in Capital Improvements, there are a few projects that the District is coordinating with Roy City, so they have not been finalized yet. Roy City has multiple asphalt overlay projects they are looking to complete, but the District will not be able to participate in all of those. The District is in the process of prioritizing needs, so the District will most like only be able to participate in a few of Roy City's projects.
6. In New Assets there is a line item to purchase a new trailer to replace the one used in the West Haven system and a line item to replace the asphalt saw which has reached the end of its useful life.

A motion is not necessary where this is a discussion item. The trustees will approve a tentative budget in November's board meeting and a final budget in a public hearing in December.

2023 DRAFT BUDGET

October 12, 2022
Board Meeting

| | | <u>Roy Water</u> | <u>West Haven System</u> | <u>Total</u> |
|--|-----------------------------------|------------------------|--------------------------|------------------------|
| <u>O & M REVENUE</u> | | | | |
| <u>TAXES COLLECTED BY WEBER COUNTY</u> | | | | |
| 3030 | Ad Valorem Tax | \$128,000.00 | - | \$128,000.00 |
| 3036 | Registered Vehicle F.I.L. | \$14,000.00 | - | \$14,000.00 |
| 3037 | Delinquent Ad Valorem Tax | \$3,000.00 | - | \$3,000.00 |
| Total: | | \$145,000.00 | \$0.00 | \$145,000.00 |
| <u>ASSESSMENTS & SPECIAL ASSESSMENT</u> | | | | |
| 3034 | Delinquent Assessments | \$30,000.00 | - | \$30,000.00 |
| 3035 | Direct Charges/Assessments | \$2,514,000.00 | - | \$2,514,000.00 |
| 3040 | Non-Taxable Entity Assessments | \$71,000.00 | - | \$71,000.00 |
| 3045 | Homeowners 1 Yr Only Assmnt. | \$1,000.00 | - | \$1,000.00 |
| 3050 | Homeowners Yearly Assessments | \$6,000.00 | - | \$6,000.00 |
| Total: | | \$2,622,000.00 | \$0.00 | \$2,622,000.00 |
| <u>OTHER INCOME</u> | | | | |
| 3016 | Cell Tower Leases | \$57,000.00 | - | \$57,000.00 |
| 3020 | Surplus Water Sales/Wheeling Ch | \$13,000.00 | - | \$13,000.00 |
| 3028 | Interest - Checking & Investments | \$25,000.00 | - | \$25,000.00 |
| 3150 | Misc. Income | \$1,000.00 | - | \$1,000.00 |
| 3156-23 | Sale of 2023 Vehicles | \$300,000.00 | - | \$300,000.00 |
| 3158-22 | Sale of 2022 CAT 938M | \$180,000.00 | - | \$180,000.00 |
| 3601-23 | DWRe Grant | \$10,000,000.00 | - | \$10,000,000.00 |
| 3602-23 | DWRe Bond | \$3,643,000.00 | - | \$3,643,000.00 |
| 3603-23 | DWRe Escrow | \$643,000.00 | - | \$643,000.00 |
| 3300 | Weber Basin - West Haven System | \$0.00 | \$230,000.00 | \$230,000.00 |
| 3301 | Weber Basin Administrative Fee | \$0.00 | \$11,500.00 | \$11,500.00 |
| Total: | | \$14,862,000.00 | \$241,500.00 | \$15,103,500.00 |
| TOTAL ESTIMATED INCOME: | | \$17,629,000.00 | \$241,500.00 | \$17,870,500.00 |

| | | <u>Roy Water</u> | <u>West Haven System</u> | <u>Total</u> |
|---|-----------------------------------|--------------------|--------------------------|--------------------|
| <u>O. & M. - GENERAL EXPENSE</u> | | | | |
| <u>TRAVEL EXPENSE & DIRECTORS FEES</u> | | | | |
| 4900 | Trustees Fees & Extra Meetings | \$20,000.00 | - | \$20,000.00 |
| Total: | | \$20,000.00 | \$0.00 | \$20,000.00 |
| <u>PROFESSIONAL & TECHNICAL SERVICES</u> | | | | |
| 4903 | Scada | - | \$1,500.00 | \$1,500.00 |
| 4906 | Engineering | \$50,000.00 | \$2,500.00 | \$52,500.00 |
| 4907 | Audit/CPA | \$18,000.00 | \$2,000.00 | \$20,000.00 |
| 4908 | Attorney | \$30,000.00 | \$3,000.00 | \$33,000.00 |
| 4909 | Advertising, Publishing & Postage | \$30,000.00 | \$1,000.00 | \$31,000.00 |
| 4910 | Other Professional Services | \$0.00 | - | \$0.00 |

2023 DRAFT BUDGET

October 12, 2022
Board Meeting

| | <u>Roy Water</u> | <u>West Haven System</u> | <u>Total</u> |
|---------------|---------------------|--------------------------|---------------------|
| Total: | \$128,000.00 | \$10,000.00 | \$138,000.00 |

INSURANCE

| | | | | |
|---------------|----------------------|--------------------|-------------------|--------------------|
| 4911 | Liability | \$36,000.00 | \$2,000.00 | \$38,000.00 |
| 4912 | Workers Compensation | \$10,000.00 | \$2,500.00 | \$12,500.00 |
| 4913 | Bonding | \$1,000.00 | - | \$1,000.00 |
| Total: | | \$47,000.00 | \$4,500.00 | \$51,500.00 |

ASSESSMENTS

| | | | | |
|---------------|----------------------------|---------------------|---------------|---------------------|
| 5100 | Roy City Water Rental | \$26,000.00 | - | \$26,000.00 |
| 5101 | D & W Water Assessment | \$410,000.00 | - | \$410,000.00 |
| 5103 | Other Water Rental | \$17,000.00 | - | \$17,000.00 |
| 5105 | Weber Basin Lease Contract | \$46,000.00 | - | \$46,000.00 |
| 5106 | Wilson Water Assessment | \$2,500.00 | - | \$2,500.00 |
| Total: | | \$501,500.00 | \$0.00 | \$501,500.00 |

ASSOCIATION DUES/WATER CONSERVATION & EDUCATION

| | | | | |
|---------------|----------------------------------|-------------------|---------------|-------------------|
| 5200 | Utah Water Users Association | \$1,500.00 | - | \$1,500.00 |
| 5201 | Association of Special Districts | \$3,000.00 | - | \$3,000.00 |
| 5202 | Water Education | \$1,000.00 | - | \$1,000.00 |
| 5204 | American Water Works | \$700.00 | - | \$700.00 |
| 5205-1 | Irrigation Caucus | \$400.00 | - | \$400.00 |
| 5206-1 | Water Conservation (Other) | \$500.00 | - | \$500.00 |
| Total: | | \$7,100.00 | \$0.00 | \$7,100.00 |

WORKSHOPS & TRAINING

| | | | | |
|---------------|-----------------------------|--------------------|---------------|--------------------|
| 5300 | Director Workshops/Training | \$22,000.00 | - | \$22,000.00 |
| 5301 | Employee Workshops/Training | \$26,000.00 | - | \$26,000.00 |
| Total: | | \$48,000.00 | \$0.00 | \$48,000.00 |

SALARIES & BENEFITS

| | | | | |
|------------|-------------------|--------------|--------------|--------------|
| 5302 | Medicare | \$9,500.00 | \$1,800.00 | \$11,300.00 |
| 5303-0,6 | Gross Wages | \$487,000.00 | \$123,750.00 | \$610,750.00 |
| 5303-1,4 | Overtime | \$34,500.00 | \$8,250.00 | \$42,750.00 |
| 5303-5,7 | Double Time | \$2,250.00 | \$1,550.00 | \$3,800.00 |
| 5303-10 | Sick Leave Pay | \$38,500.00 | - | \$38,500.00 |
| 5303-11 | Annual Leave Pay | \$45,250.00 | - | \$45,250.00 |
| 5303-12,15 | Pager Time | \$10,500.00 | \$6,250.00 | \$16,750.00 |
| 5303-13 | Compensation Time | \$2,000.00 | - | \$2,000.00 |
| 5303-14 | Holiday Pay | \$27,500.00 | - | \$27,500.00 |
| 5304 | FICA | \$41,250.00 | \$7,250.00 | \$48,500.00 |
| 5305 | Federal Tax | \$0.00 | - | \$0.00 |

2023 DRAFT BUDGET

October 12, 2022
Board Meeting

| | | <u>Roy Water</u> | <u>West Haven System</u> | <u>Total</u> |
|------|--------------------|---------------------|--------------------------|-----------------------|
| 5306 | State Tax | \$0.00 | - | \$0.00 |
| 5307 | Retirement | \$90,250.00 | \$17,000.00 | \$107,250.00 |
| 5308 | Health Insurance | \$132,000.00 | \$23,000.00 | \$155,000.00 |
| 5309 | 401K | \$28,500.00 | \$5,250.00 | \$33,750.00 |
| 5311 | Unemployment Comp. | \$3,250.00 | \$100.00 | \$3,350.00 |
| 5312 | Disability | \$3,250.00 | \$500.00 | \$3,750.00 |
| | Total: | \$955,500.00 | \$194,700.00 | \$1,150,200.00 |

OFFICE EXPENSES

| | | | | |
|------|---------------------------------|--------------------|---------------|--------------------|
| 5315 | General Office Expenses | \$20,000.00 | - | \$20,000.00 |
| 5316 | Office Travel Reimbursement | \$1,500.00 | - | \$1,500.00 |
| 5317 | Managers Expense | \$1,500.00 | - | \$1,500.00 |
| 5318 | Air Conditioning & Heating | \$2,000.00 | - | \$2,000.00 |
| 5319 | Computer Tech. Repair & Agrmnts | \$20,000.00 | - | \$20,000.00 |
| 5321 | Adjustments & Refunds | \$500.00 | - | \$500.00 |
| 5323 | Computer Hardware & Software | \$18,000.00 | - | \$18,000.00 |
| 5324 | Radio Maintenance | \$1,000.00 | - | \$1,000.00 |
| 5325 | Bldg Cleaning & Maint. Supplies | \$500.00 | - | \$500.00 |
| 5326 | Janitorial Services | \$3,000.00 | - | \$3,000.00 |
| 5327 | Office Improvements | \$15,000.00 | - | \$15,000.00 |
| 5328 | Conservation Study & Incentives | \$3,000.00 | - | \$3,000.00 |
| | Total: | \$86,000.00 | \$0.00 | \$86,000.00 |

UTILITIES

| | | | | |
|------|---------------------------------|--------------------|---------------|--------------------|
| 5401 | Telephone | \$20,000.00 | - | \$20,000.00 |
| 5402 | Dominion Energy | \$4,500.00 | - | \$4,500.00 |
| 5403 | Rocky Mountain Power/Electrical | \$45,000.00 | - | \$45,000.00 |
| 5404 | Culinary Water (Riverdale) | \$2,750.00 | - | \$2,750.00 |
| 5405 | Trash | \$2,000.00 | - | \$2,000.00 |
| | Total: | \$74,250.00 | \$0.00 | \$74,250.00 |

SHOP - MOBILE, EQUIPMENT, SUPPLIES & EXPENSES

| | | | | |
|------|-----------------------------|-------------|------------|-------------|
| 5501 | Fuel | \$16,000.00 | \$6,000.00 | \$22,000.00 |
| 5502 | Oil, Grease & Filters | \$1,250.00 | - | \$1,250.00 |
| 5503 | Tires | \$7,500.00 | - | \$7,500.00 |
| 5504 | Batteries | \$300.00 | - | \$300.00 |
| 5505 | Equipment Repair | \$5,000.00 | - | \$5,000.00 |
| 5506 | Equipment Tune-Up | \$750.00 | - | \$750.00 |
| 5507 | Truck Repair & Registration | \$1,500.00 | - | \$1,500.00 |
| 5509 | Portable Equipment | \$2,500.00 | \$500.00 | \$3,000.00 |
| 5510 | Small Hand Tools - Shop | \$2,000.00 | - | \$2,000.00 |
| 5511 | Small Tools - Trucks | \$2,000.00 | \$500.00 | \$2,500.00 |

2023 DRAFT BUDGET

October 12, 2022
Board Meeting

| | | <u>Roy Water</u> | <u>West Haven System</u> | <u>Total</u> |
|--|--|---------------------|--------------------------|---------------------|
| 5512 | Equipment Rental | \$1,000.00 | \$500.00 | \$1,500.00 |
| 5600 | Oxygen, Acetylene & Welding Rod | \$1,000.00 | \$500.00 | \$1,500.00 |
| 5601 | Rock & Road Base | \$3,000.00 | \$500.00 | \$3,500.00 |
| 5602 | Concrete Products | \$200.00 | \$200.00 | \$400.00 |
| 5603 | Nuts & Bolts | \$500.00 | \$100.00 | \$600.00 |
| 5604 | Uniforms | \$5,000.00 | - | \$5,000.00 |
| 5605 | Safety Equipment | \$1,000.00 | - | \$1,000.00 |
| 5606 | Shop Clean & Maint. Supplies | \$1,000.00 | - | \$1,000.00 |
| 5608 | Building Maintenance (Shop) | \$2,000.00 | - | \$2,000.00 |
| 5609 | Shop Improvements | \$5,000.00 | - | \$5,000.00 |
| | Total: | \$58,500.00 | \$8,800.00 | \$67,300.00 |
| <hr/> <u>UPKEEP OF GROUNDS</u> | | | | |
| 5700 | Maintenance of Entire District Property (30 acres) | \$30,000.00 | - | \$30,000.00 |
| | Total: | \$30,000.00 | \$0.00 | \$30,000.00 |
| <hr/> <u>STREET REPAIRS</u> | | | | |
| 5900 | Asphalt | \$2,500.00 | \$1,000.00 | \$3,500.00 |
| 5901 | Contractor | \$25,000.00 | \$3,000.00 | \$28,000.00 |
| 5902 | Concrete | \$2,000.00 | - | \$2,000.00 |
| 5903 | Roy City Cut & Patch Fees | \$3,000.00 | - | \$3,000.00 |
| 5904 | Dispose Concrete & Asphalt | \$1,000.00 | \$1,000.00 | \$2,000.00 |
| | Total: | \$33,500.00 | \$5,000.00 | \$38,500.00 |
| <hr/> <u>PUMPHOUSE & RESERVOIR</u> | | | | |
| 6000 | Reservoir & Pumphouse | \$50,000.00 | - | \$50,000.00 |
| 6001 | Inlet Screen Repairs | \$4,000.00 | \$1,000.00 | \$5,000.00 |
| | Total: | \$54,000.00 | \$1,000.00 | \$55,000.00 |
| <hr/> <u>PIPELINE MAINTENANCE & SUPPLIES</u> | | | | |
| 6100 | Pipeline Maintenance & Supplies | \$50,000.00 | \$2,500.00 | \$52,500.00 |
| 6101 | Welding of Pipeline | \$1,000.00 | - | \$1,000.00 |
| 6102 | Blue Stakes | \$5,500.00 | \$3,500.00 | \$9,000.00 |
| 6103 | Service Line Meters, Maintenance & Supplies | \$25,000.00 | - | \$25,000.00 |
| | Total: | \$81,500.00 | \$6,000.00 | \$87,500.00 |
| <hr/> <u>BOND PAYMENT</u> | | | | |
| 6200 | Bond Payment | \$283,000.00 | - | \$283,000.00 |
| | Total: | \$283,000.00 | \$0.00 | \$283,000.00 |
| <hr/> <u>DEPRECIATION</u> | | | | |
| 6204 | Depreciation | \$100,000.00 | - | \$100,000.00 |
| | Total: | \$100,000.00 | \$0.00 | \$100,000.00 |
| <hr/> <u>O. & M. CAPITAL IMPROVEMENT EXPENSES</u> | | | | |

2023 DRAFT BUDGET

October 12, 2022
Board Meeting

| | | <u>Roy Water</u> | <u>West Haven System</u> | <u>Total</u> |
|---------|---|------------------------|--------------------------|------------------------|
| 8219-23 | Capital Improvement Plan #1 (2023) Replace Mainline Valves | \$40,000.00 | - | \$40,000.00 |
| 8229-23 | Capital Improvement Plan #2 (2023) Connect Unconnected Lots | \$48,000.00 | - | \$48,000.00 |
| 8283 | Capital Improvement Plan #3 (2022) Secondary Water Line Replacement Project - 2600 West and 2625 West Between 5800 South and 5950 South | \$385,446.00 | - | \$385,446.00 |
| 8284 | Capital Improvement Plan #4 (2022) Secondary Water Line Replacement Project -1950 West Between 5100 South and 5200 South | \$102,787.00 | - | \$102,787.00 |
| 8285 | Capital Improvement Plan #5 (2022) Connect Existing Water Line - 4250 South and 2350 South and 6075 South and 2960 West | \$32,729.00 | - | \$32,729.00 |
| 8286 | Capital Improvement Plan #6 (2023) Replace Transmission Lines Under I-15 and Freeway Park Drive | \$1,500,000.00 | - | \$1,500,000.00 |
| 8282-23 | Meter Retrofit DWRe Project RM0006 | \$14,286,000.00 | - | \$14,286,000.00 |
| | Total: | \$16,394,962.00 | \$0.00 | \$16,394,962.00 |

NEW ASSETS

| | | | | |
|---------|---------------------|---------------------|---------------|---------------------|
| 8305-23 | Truck Upgrades 2023 | \$360,000.00 | - | \$360,000.00 |
| 8326-23 | 2023 CAT 938M | \$195,000.00 | - | \$195,000.00 |
| 8333 | 2023 Mini Excavator | \$15,000.00 | - | \$15,000.00 |
| 8334 | 20' Utility Trailer | \$20,000.00 | - | \$20,000.00 |
| 8335 | Asphalt Saw | \$15,000.00 | - | \$15,000.00 |
| | Total: | \$605,000.00 | \$0.00 | \$605,000.00 |

ADMINISTRATIVE ASSESSMENT

| | | | | |
|------|------------------------------------|---------------|--------------------|--------------------|
| 8500 | Administrative Assessment Fee (5%) | - | \$11,500.00 | \$11,500.00 |
| | Total: | \$0.00 | \$11,500.00 | \$11,500.00 |

| | | | | |
|---------------------------------|--|------------------------|---------------------|------------------------|
| TOTAL ESTIMATED EXPENSE: | | \$19,224,812.00 | \$241,500.00 | \$19,466,312.00 |
|---------------------------------|--|------------------------|---------------------|------------------------|

| <u>TOTAL INCOME & EXPENSES</u> | | | | |
|---|--------------------------------------|------------------------|---------------------|------------------------|
| | ESTIMATED INCOME: | \$17,629,000.00 | \$241,500.00 | \$17,870,500.00 |
| 3700 | APPROPRIATION FROM NET ASSETS | \$1,595,812.00 | \$0.00 | \$1,595,812.00 |
| | TOTAL: | \$19,224,812.00 | \$241,500.00 | \$19,466,312.00 |
| | ESTIMATED EXPENSE: | \$19,224,812.00 | \$241,500.00 | \$19,466,312.00 |

2023 DRAFT BUDGET

October 12, 2022
Board Meeting

| | | <u>Roy Water</u> | <u>West Haven System</u> | <u>Total</u> |
|---|----------------------------|--------------------------|--------------------------|--------------|
| <u>IMPACT FEE FUND</u> | | | | |
| <u>CAPITAL FACILITIES INCOME</u> | | | | |
| 3027 | Interest Income | \$350.00 | | |
| 3029 | Impact Fees | \$0.00 | | |
| 3035 | Reserve Funds (Impact Fee) | \$124,487.84 | | |
| | | <hr/> | | |
| | | ESTIMATED INCOME: | \$124,837.84 | |

CAPITAL FACILITIES EXPENSES

| | | | | |
|------|--|---------------------------|---------------------|--|
| 8016 | ENG & Contingency 0001-1 to 0015-1 | \$8,777.91 | | |
| 0004 | 2012 Capital Improvement Prj. #1 (2007 CFP #3 & 2005 CFP #4) 3500 W. from 5700 S. to 6000 S. | \$4,533.00 | | |
| 0005 | 2012 Capital Improvement Prj. #2 (2007 CFP #4 & 2005 CFP #5) 3500 W. from 5500 S. to 5600 S. | \$5,214.00 | | |
| 0003 | 2012 Capital Improvement Prj. #3 (2007 CFP #2 & 2005 CFP #3) 3500 W. from 4800 S. to 5200 S. | \$29,850.00 | | |
| 0010 | 2012 Capital Improvement Prj. #4 (2007 CFP #8 & 2005 CFP #10) 3500 W. from Midland Dr. to Layton Canal | \$1,233.00 | | |
| 0013 | 2012 Capital Improvement Prj. #5 (2007 CFP #9 & 2005 CFP #13) 4300 W. from 4800 S. to 4650 S. | \$18,150.00 | | |
| 0006 | 2012 Capital Improvement Prj. #6 (2007 CFP #5 & 2005 CFP #6) 4000 S. from Midland Dr. to 2800 W. | \$17,425.00 | | |
| 0014 | 2012 Capital Improvement Prj. #7 (2007 CFP #10 & 2005 CFP #14) Along Rail Road ROW from 4800 S. to 4000 S. | \$20,934.93 | | |
| 0017 | 2012 Capital Improvement Prj. #8 Along Rail Road ROW from 4000 S. to 3675 S. Then W. to Midland Dr. | \$18,720.00 | | |
| | | <hr/> | | |
| | | ESTIMATED EXPENSE: | \$124,837.84 | |

TOTAL INCOME & EXPENSES

| | |
|---------------------------|---------------------|
| ESTIMATED INCOME: | \$124,837.84 |
| ESTIMATED EXPENSE: | \$124,837.84 |

2023 RWCD DRAFT BUDGET COMPARISON

10/6/2022

October 12, 2022
Board Meeting

O & M REVENUE

TAXES COLLECTED BY WEBER COUNTY

| | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|--------------------------------|------------------------------|------------------------------|---------------------------|
| 3030 Ad Valorem Tax | \$128,000.00 | \$127,500.00 | \$134,608.49 |
| 3036 Registered Vehicle F.I.L. | \$14,000.00 | \$13,500.00 | \$12,184.63 |
| 3037 Delinquent Ad Valorem Tax | \$3,000.00 | \$2,500.00 | \$1,510.55 |
| Total: | \$145,000.00 | \$143,500.00 | \$148,303.67 |

ASSESSMENTS & SPECIAL ASSESSMENT

| | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|-------------------------------------|------------------------------|------------------------------|---------------------------|
| 3034 Delinquent Assessments | \$30,000.00 | \$30,000.00 | \$25,428.10 |
| 3035 Direct Charges/Assessments | \$2,514,000.00 | \$2,285,000.00 | \$2,346,467.69 |
| 3040 Non-Taxable Entity Assessments | \$71,000.00 | \$65,000.00 | \$73,613.58 |
| 3045 Homeowners 1 Yr Only Assmnt. | \$1,000.00 | \$1,000.00 | \$16.77 |
| 3050 Homeowners Yearly Assessments | \$6,000.00 | \$5,000.00 | \$7,720.04 |
| Total: | \$2,622,000.00 | \$2,386,000.00 | \$2,453,246.18 |

OTHER INCOME

| | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|--|------------------------------|------------------------------|---------------------------|
| 3016 Cell Tower Leases | \$57,000.00 | \$56,000.00 | \$55,020.94 |
| 3020 Surplus Water Sales/Wheeling Ch | \$13,000.00 | \$13,000.00 | \$1,156.92 |
| 3028 Interest - Checking & Investments | \$25,000.00 | \$20,000.00 | \$18,580.66 |
| 3150 Misc. Income | \$1,000.00 | \$1,000.00 | \$360.00 |
| 3156-21 Sale of 2021 Vehicles | - | - | \$375,500.00 |
| 3156-22 Sale of 2022 Vehicles | - | \$290,000.00 | - |
| 3156-23 Sale of 2023 Vehicles | \$300,000.00 | - | - |
| 3158-20 Sale of 2020 CAT 938M | - | - | \$178,500.00 |
| 3158-21 Sale of 2021 CAT 938M | - | \$175,000.00 | - |
| 3158-22 Sale of 2022 CAT 938M | \$180,000.00 | - | - |
| 3601-19 WaterSmart Grant R18AP00263 | | - | \$4,000.00 |
| 3601-20 WaterSmart Grant R21AP10016 | | - | \$75,000.00 |
| 3601-21 WaterSmart Grant | | \$75,000.00 | - |
| 3601-23 DWRe Grant | \$10,000,000.00 | - | - |
| 3602-23 DWRe Bond | \$3,643,000.00 | - | - |
| 3603-23 DWRe Escrow | \$643,000.00 | - | - |
| 3700 APPROPRIATION FROM NET ASSETS | \$1,595,812.00 | \$1,802,062.00 | \$0.00 |
| Total: | \$16,457,812.00 | \$2,432,062.00 | \$708,118.52 |

| | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---|------------------------------|------------------------------|---------------------------|
| TOTAL INCOME: | \$19,224,812.00 | \$4,961,562.00 | \$3,309,668.37 |
| PERCENT DIFFERENCE FROM PREVIOUS YEAR: | 287.5% | 49.9% | |

O. & M. - GENERAL EXPENSE**TRAVEL EXPENSE & DIRECTORS FEES**

| | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---------------|--------------------------------|------------------------------|------------------------------|---------------------------|
| 4900 | Trustees Fees & Extra Meetings | \$20,000.00 | \$20,000.00 | \$18,167.40 |
| Total: | | \$20,000.00 | \$20,000.00 | \$18,167.40 |

PROFESSIONAL & TECHNICAL SERVICES

| | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---------------|-----------------------------------|------------------------------|------------------------------|---------------------------|
| 4906 | Engineering | \$50,000.00 | \$50,000.00 | \$29,281.42 |
| 4907 | Audit/CPA | \$18,000.00 | \$18,000.00 | \$14,193.00 |
| 4908 | Attorney | \$30,000.00 | \$30,000.00 | \$7,522.10 |
| 4909 | Advertising, Publishing & Postage | \$30,000.00 | \$30,000.00 | \$14,109.42 |
| 4910 | Other Professional Services | \$0.00 | \$0.00 | \$0.00 |
| Total: | | \$128,000.00 | \$128,000.00 | \$65,105.94 |

INSURANCE

| | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---------------|----------------------|------------------------------|------------------------------|---------------------------|
| 4911 | Liability | \$36,000.00 | \$36,000.00 | \$23,489.01 |
| 4912 | Workers Compensation | \$10,000.00 | \$10,000.00 | \$1,382.11 |
| 4913 | Bonding | \$1,000.00 | \$1,000.00 | \$0.00 |
| Total: | | \$47,000.00 | \$47,000.00 | \$24,871.12 |

ASSESSMENTS

| | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---------------|----------------------------|------------------------------|------------------------------|---------------------------|
| 5100 | Roy City Water Rental | \$26,000.00 | \$25,000.00 | \$22,837.50 |
| 5101 | D & W Water Assessment | \$410,000.00 | \$379,000.00 | \$378,125.00 |
| 5103 | Other Water Rental | \$17,000.00 | \$15,000.00 | \$9,175.00 |
| 5105 | Weber Basin Lease Contract | \$46,000.00 | \$44,000.00 | \$41,378.00 |
| 5106 | Wilson Water Assessment | \$2,500.00 | \$2,000.00 | \$1,722.00 |
| Total: | | \$501,500.00 | \$465,000.00 | \$453,237.50 |

ASSOCIATION DUES/WATER CONSERVATION & EDUCATION

| | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---------------|----------------------------------|------------------------------|------------------------------|---------------------------|
| 5200 | Utah Water Users Association | \$1,500.00 | \$1,500.00 | \$775.00 |
| 5201 | Association of Special Districts | \$3,000.00 | \$3,000.00 | \$2,050.00 |
| 5202 | Water Education | \$1,000.00 | \$1,000.00 | \$0.00 |
| 5204 | American Water Works | \$700.00 | \$700.00 | \$242.00 |
| 5205-1 | Irrigation Caucus | \$400.00 | \$400.00 | \$400.00 |
| 5206-1 | Water Conservation (Other) | \$500.00 | \$500.00 | -\$500.00 |
| Total: | | \$7,100.00 | \$7,100.00 | \$2,967.00 |

WORKSHOPS & TRAINING

| | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---------------|-----------------------------|------------------------------|------------------------------|---------------------------|
| 5300 | Director Workshops/Training | \$22,000.00 | \$22,000.00 | \$3,867.50 |
| 5301 | Employee Workshops/Training | \$26,000.00 | \$26,000.00 | \$9,083.60 |
| Total: | | \$48,000.00 | \$48,000.00 | \$12,951.10 |

2023 RWCD DRAFT BUDGET COMPARISON

10/6/2022

October 12, 2022
Board Meeting

| <u>SALARIES & BENEFITS</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---------------------------------------|--------------------|------------------------------|------------------------------|---------------------------|
| 5302 | Medicare | \$9,500.00 | \$8,500.00 | \$7,999.73 |
| 5303-0,6 | Gross Wages | \$487,000.00 | \$443,000.00 | \$433,693.80 |
| 5303-1,4 | Overtime | \$34,500.00 | \$31,500.00 | \$17,496.04 |
| 5303-5,7 | Double Time | \$2,250.00 | \$2,000.00 | \$663.23 |
| 5303-10 | Sick Leave Pay | \$38,500.00 | \$29,000.00 | \$11,001.48 |
| 5303-11 | Annual Leave Pay | \$45,250.00 | \$32,500.00 | \$40,121.97 |
| 5303-12,15 | Pager Time | \$10,500.00 | \$9,500.00 | \$6,689.74 |
| 5303-13 | Compensation Time | \$2,000.00 | \$1,750.00 | \$0.00 |
| 5303-14 | Holiday Pay | \$27,500.00 | \$25,000.00 | \$23,317.12 |
| 5304 | FICA | \$41,250.00 | \$37,500.00 | \$34,205.64 |
| 5305 | Federal Tax | \$0.00 | \$0.00 | \$0.00 |
| 5306 | State Tax | \$0.00 | \$0.00 | \$0.00 |
| 5307 | Retirement | \$90,250.00 | \$82,000.00 | \$83,959.73 |
| 5308 | Health Insurance | \$132,000.00 | \$120,000.00 | \$123,024.71 |
| 5309 | 401K | \$28,500.00 | \$26,000.00 | \$25,915.45 |
| 5311 | Unemployment Comp. | \$3,250.00 | \$3,000.00 | \$485.39 |
| 5312 | Disability | \$3,250.00 | \$3,000.00 | \$2,828.68 |
| Total: | | \$955,500.00 | \$854,250.00 | \$811,402.71 |

| <u>OFFICE EXPENSES</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|-------------------------------|---------------------------------|------------------------------|------------------------------|---------------------------|
| 5315 | General Office Expenses | \$20,000.00 | \$20,000.00 | \$10,334.99 |
| 5316 | Office Travel Reimbursement | \$1,500.00 | \$1,500.00 | \$960.16 |
| 5317 | Managers Expense | \$1,500.00 | \$1,500.00 | \$525.26 |
| 5318 | Air Conditioning & Heating | \$2,000.00 | \$2,000.00 | \$739.00 |
| 5319 | Computer Tech. Repair & Agrmnts | \$20,000.00 | \$18,000.00 | \$17,217.25 |
| 5321 | Adjustments & Refunds | \$500.00 | \$500.00 | \$0.00 |
| 5323 | Computer Hardware & Software | \$18,000.00 | \$15,000.00 | \$13,442.85 |
| 5324 | Radio Maintenance | \$1,000.00 | \$1,000.00 | \$0.00 |
| 5325 | Bldg Cleaning & Maint. Supplies | \$500.00 | \$500.00 | \$180.21 |
| 5326 | Janitorial Services | \$3,000.00 | \$3,000.00 | \$2,537.00 |
| 5327 | Office Improvements | \$15,000.00 | \$5,000.00 | \$2,175.00 |
| 5328 | Conservation Study & Incentives | \$3,000.00 | \$3,000.00 | \$0.00 |
| Total: | | \$86,000.00 | \$71,000.00 | \$48,111.72 |

| <u>UTILITIES</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|-------------------------|---------------------------------|------------------------------|------------------------------|---------------------------|
| 5401 | Telephone | \$20,000.00 | \$20,000.00 | \$14,270.64 |
| 5402 | Dominion Energy | \$4,500.00 | \$4,500.00 | \$2,983.49 |
| 5403 | Rocky Mountain Power/Electrical | \$45,000.00 | \$65,000.00 | \$34,593.26 |

2023 RWCD DRAFT BUDGET COMPARISON

10/6/2022

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| | | | | |
|--|--|------------------------------|------------------------------|---------------------------|
| 5404 | Culinary Water (Riverdale) | \$2,750.00 | \$2,500.00 | \$1,705.93 |
| 5405 | Trash | \$2,000.00 | \$1,750.00 | \$1,359.90 |
| Total: | | \$74,250.00 | \$93,750.00 | \$54,913.22 |
| <hr/> | | | | |
| <u>SHOP - MOBILE EQUIPMENT SUPPLIES & REPAIRS</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
| 5501 | Fuel | \$16,000.00 | \$10,000.00 | \$14,056.15 |
| 5502 | Oil, Grease & Filters | \$1,250.00 | \$1,250.00 | \$854.65 |
| 5503 | Tires | \$7,500.00 | \$2,000.00 | \$0.00 |
| 5504 | Batteries | \$300.00 | \$300.00 | \$296.76 |
| 5505 | Equipment Repair | \$5,000.00 | \$5,000.00 | \$1,565.23 |
| 5506 | Equipment Tune-Up | \$750.00 | \$750.00 | \$646.36 |
| 5507 | Truck Repair & Registration | \$1,500.00 | \$1,500.00 | \$91.36 |
| 5509 | Portable Equipment | \$2,500.00 | \$2,500.00 | \$6,741.75 |
| 5510 | Small Hand Tools - Shop | \$2,000.00 | \$2,000.00 | \$1,642.36 |
| 5511 | Small Tools - Trucks | \$2,000.00 | \$2,000.00 | \$435.53 |
| 5512 | Equipment Rental | \$1,000.00 | \$1,000.00 | \$215.98 |
| 5600 | Oxygen, Acetylene & Welding Rod | \$1,000.00 | \$1,000.00 | \$557.00 |
| 5601 | Rock & Road Base | \$3,000.00 | \$3,000.00 | \$1,556.79 |
| 5602 | Concrete Products | \$200.00 | \$200.00 | \$172.59 |
| 5603 | Nuts & Bolts | \$500.00 | \$500.00 | \$0.00 |
| 5604 | Uniforms | \$5,000.00 | \$2,000.00 | \$1,537.14 |
| 5605 | Safety Equipment | \$1,000.00 | \$1,000.00 | \$264.40 |
| 5606 | Shop Clean & Maint. Supplies | \$1,000.00 | \$1,000.00 | \$418.44 |
| 5608 | Building Maintenance (Shop) | \$2,000.00 | \$2,000.00 | \$2,279.50 |
| 5609 | Shop Improvements | \$5,000.00 | \$5,000.00 | \$4,316.55 |
| Total: | | \$58,500.00 | \$44,000.00 | \$37,648.54 |
| <hr/> | | | | |
| <u>UPKEEP OF GROUNDS</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
| 5700 | Maintenance of Entire District Property (30 acres) | \$30,000.00 | \$30,000.00 | \$26,206.06 |
| Total: | | \$30,000.00 | \$30,000.00 | \$26,206.06 |
| <hr/> | | | | |
| <u>STREET REPAIRS</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
| 5900 | Asphalt | \$2,500.00 | \$2,500.00 | \$0.00 |
| 5901 | Contractor | \$25,000.00 | \$25,000.00 | \$1,735.00 |
| 5902 | Concrete | \$2,000.00 | \$2,000.00 | \$246.00 |
| 5903 | Roy City Cut & Patch Fees | \$3,000.00 | \$3,000.00 | \$738.00 |
| 5904 | Dispose Concrete & Asphalt | \$1,000.00 | \$1,000.00 | \$0.00 |
| Total: | | \$33,500.00 | \$33,500.00 | \$2,719.00 |
| <hr/> | | | | |
| <u>PUMPHOUSE & RESERVOIR</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
| 6000 | Reservoir & Pumphouse | \$50,000.00 | \$50,000.00 | \$33,121.98 |

2023 RWCD DRAFT BUDGET COMPARISON

10/6/2022

October 12, 2022
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| | | | | |
|---------------|----------------------|--------------------|--------------------|--------------------|
| 6001 | Inlet Screen Repairs | \$4,000.00 | \$4,000.00 | \$419.93 |
| Total: | | \$54,000.00 | \$54,000.00 | \$33,541.91 |

| <u>PIPELINE MAINTENANCE & SUPPLIES</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---|---|------------------------------|------------------------------|---------------------------|
| 6100 | Pipeline Maintenance & Supplies | \$50,000.00 | \$25,000.00 | \$19,823.47 |
| 6101 | Welding of Pipeline | \$1,000.00 | \$1,000.00 | \$0.00 |
| 6102 | Blue Stakes | \$5,500.00 | \$5,500.00 | -\$2,053.96 |
| 6103 | Service Line Meters, Maintenance & Supplies | \$25,000.00 | - | - |
| Total: | | \$81,500.00 | \$31,500.00 | \$17,769.51 |

| <u>BOND PAYMENT</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|----------------------------|--------------|------------------------------|------------------------------|---------------------------|
| 6200 | Bond Payment | \$283,000.00 | \$0.00 | \$0.00 |
| Total: | | \$283,000.00 | \$0.00 | \$0.00 |

| <u>DEPRECIATION</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|----------------------------|--------------|------------------------------|------------------------------|---------------------------|
| 6204 | Depreciation | \$100,000.00 | \$100,000.00 | \$0.00 |
| Total: | | \$100,000.00 | \$100,000.00 | \$0.00 |

| <u>O. & M. CAPITAL IMPROVEMENT EXPENSES</u> | | <u>Capital Improvement Projects</u> | | |
|--|--|--|--------------|--------------|
| 8219-21 | Capital Improvement Plan #1 (2021) Replace Mainline Valves | - | - | \$39,410.97 |
| 8219-22 | Capital Improvement Plan #1 (2022) Replace Mainline Valves | - | \$40,000.00 | - |
| 8219-23 | Capital Improvement Plan #1 (2023) Replace Mainline Valves | \$40,000.00 | - | - |
| 8229-21 | Capital Improvement Plan #2 (2021) Connect Unconnected Lots | - | - | \$25,934.09 |
| 8229-22 | Capital Improvement Plan #2 (2022) Connect Unconnected Lots | - | \$48,000.00 | - |
| 8229-23 | Capital Improvement Plan #2 (2023) Connect Unconnected Lots | \$48,000.00 | - | - |
| 8262-19 | WaterSmart Grant R18AP00263 | - | - | \$352.71 |
| 8262-20 | WaterSmart Grant R21AP10016 | - | - | \$140,196.79 |
| 8262-21 | WaterSmart Grant R22AP00053 | - | \$287,500.00 | \$46,003.69 |
| 8272 | Capital Improvement Plan #4 (2021) Water Line Replacement 6050 South and 2125 West Between 2200 West and 6075 South | - | - | \$70,106.43 |
| 8273 | Capital Improvement Plan #5 (2021) Water Line Replacement - 5075 South Between 1825 West and 1900 West | - | - | \$77,745.28 |
| 8274 | Capital Improvement Plan #6 (2021) Service Lateral Replacement - 5175 South Between 2500 West and 2675 West | - | - | \$27,414.93 |
| 8275 | Capital Improvement Plan #7 (2021) Water Line Replacement - 4850 South and 2575 West Between 4900 South and 2675 West | - | - | \$103,166.75 |
| 8276 | Capital Improvement Plan #8 (2021) Water Line Replacement - 2100 West and 2150 West and 5125 South Between 5200 South and 2150 West (Roy City CDBG) | - | - | \$98,284.86 |
| 8277 | Capital Improvement Plan #9 (2021) Water Line Replacement - 4700 South Between 1900 West and 2100 West (Roy City CDBG) | - | - | \$158,545.78 |
| 8278 | Capital Improvement Plan #10 (2021) Seal South Reservoir Sidewall Joints | - | - | \$11,099.44 |

2023 RWCD DRAFT BUDGET COMPARISON

10/6/2022

October 12, 2022
Board Meeting

| | | | | |
|---------|--|------------------------|-----------------------|---------------------|
| 8279 | Capital Improvement Plan #4 (2022) Secondary Water Line Replacement Project - 2600 West and 2625 West Between 5800 South and 5950 South | - | \$385,446.00 | - |
| 8280 | Capital Improvement Plan #5 (2022) Secondary Water Line Replacement Project -1950 West Between 5100 South and 5200 South | - | \$102,787.00 | - |
| 8281 | Capital Improvement Plan #6 (2022) Connect Existing Water Line - 4250 South and 2350 South and 6075 South and 2960 West | - | \$32,729.00 | - |
| 8282-22 | Meter Retrofit DWRe Grant | - | \$1,500,000.00 | - |
| 8283 | Capital Improvement Plan #3 (2022) Secondary Water Line Replacement Project - 2600 West and 2625 West Between 5800 South and 5950 South | \$385,446.00 | - | - |
| 8284 | Capital Improvement Plan #4 (2022) Secondary Water Line Replacement Project -1950 West Between 5100 South and 5200 South | \$102,787.00 | - | - |
| 8285 | Capital Improvement Plan #5 (2022) Connect Existing Water Line - 4250 South and 2350 South and 6075 South and 2960 West | \$32,729.00 | - | - |
| 8286 | Capital Improvement Plan #6 (2023) Replace Transmission Lines Under I-15 and Freeway Park Drive | \$1,500,000.00 | - | - |
| 8282-23 | Meter Retrofit DWRe Project RM0006 | \$14,286,000.00 | - | - |
| | Total: | \$16,394,962.00 | \$2,396,462.00 | \$798,261.72 |

NEW ASSETS

| | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|--|------------------------------|------------------------------|---------------------------|
| 8305-21 Truck Upgrades 2021 | - | - | \$288,770.69 |
| 8305-22 Truck Upgrades 2022 | - | \$306,000.00 | - |
| 8305-23 Truck Upgrades 2023 | \$360,000.00 | - | - |
| 8326-20 2020 CAT 938M | - | - | \$178,450.00 |
| 8326-21 2021 CAT 938M | - | \$190,000.00 | - |
| 8326-23 2023 CAT 938M | \$195,000.00 | - | - |
| 8331 Pumphouse and Office Solar Arrays | - | - | \$114,335.00 |
| 8332 2022 Colorado | - | \$42,000.00 | - |
| 8333 2023 Mini Excavator | \$15,000.00 | - | - |
| 8334 20' Utility Trailer | \$20,000.00 | - | - |
| 8335 Asphalt Saw | \$15,000.00 | - | - |
| Total: | \$605,000.00 | \$538,000.00 | \$581,555.69 |

| | | | |
|---|--|---|--|
| TOTAL EXPENSE: | <u>2023 Estimated</u> \$19,507,812.00 | <u>2022 Estimated</u> \$4,961,562.00 | <u>2021 Actual</u> \$2,989,430.14 |
| PERCENT DIFFERENCE FROM PREVIOUS YEAR: | 293.2% | 66.0% | |

| | | | |
|---|------------------------------|------------------------------|---------------------------|
| <u>TOTAL INCOME & EXPENSES</u> | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
| INCOME: | \$19,224,812.00 | \$4,961,562.00 | \$3,309,668.37 |
| EXPENSE: | \$19,224,812.00 | \$4,961,562.00 | \$2,989,430.14 |

2023 RWCD DRAFT BUDGET COMPARISON

10/6/2022

October 12, 2022

Board Meeting

IMPACT FEE FUND

| <u>CAPITAL FACILITIES INCOME</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2020 Actual</u> |
|---|----------------------------|------------------------------|------------------------------|---------------------------|
| 3027 | Interest Income | \$350.00 | \$350.00 | \$3,343.93 |
| 3029 | Impact Fees | \$0.00 | \$0.00 | \$0.00 |
| 3035 | Reserve Funds (Impact Fee) | \$124,487.84 | \$123,120.34 | \$0.00 |
| <i>INCOME:</i> | | \$124,837.84 | \$123,470.34 | \$3,343.93 |

| <u>CAPITAL FACILITIES EXPENSES</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2020 Actual</u> |
|---|--|------------------------------|------------------------------|---------------------------|
| 8016 | ENG & Contingency 0001-1 to 0015-1 | \$8,777.91 | \$7,410.41 | \$0.00 |
| 0004 | 2012 Capital Improvement Prj. #1 (2007 CFP #3 & 2005 CFP #4) 3500 W. from 5700 S. to 6000 S. | \$4,533.00 | \$4,533.00 | \$0.00 |
| 0005 | 2012 Capital Improvement Prj. #2 (2007 CFP #4 & 2005 CFP #5) 3500 W. from 5500 S. to 5600 S. | \$5,214.00 | \$5,214.00 | \$0.00 |
| 0003 | 2012 Capital Improvement Prj. #3 (2007 CFP #2 & 2005 CFP #3) 3500 W. from 4800 S. to 5200 S. | \$29,850.00 | \$29,850.00 | \$0.00 |
| 0010 | 2012 Capital Improvement Prj. #4 (2007 CFP #8 & 2005 CFP #10) 3500 W. from Midland Dr. to Layton Canal | \$1,233.00 | \$1,233.00 | \$0.00 |
| 0013 | 2012 Capital Improvement Prj. #5 (2007 CFP #9 & 2005 CFP #13) 4300 W. from 4800 S. to 4650 S. | \$18,150.00 | \$18,150.00 | \$0.00 |
| 0006 | 2012 Capital Improvement Prj. #6 (2007 CFP #5 & 2005 CFP #6) 4000 S. from Midland Dr. to 2800 W. | \$17,425.00 | \$17,425.00 | \$0.00 |
| 0014 | 2012 Capital Improvement Prj. #7 (2007 CFP #10 & 2005 CFP #14) Along Rail Road ROW from 4800 S. to 4000 S. | \$20,934.93 | \$20,934.93 | \$0.00 |
| 0017 | 2012 Capital Improvement Prj. #8 Along Rail Road ROW from 4000 S. to 3675 S. Then W. to Midland Dr. | \$18,720.00 | \$18,720.00 | \$0.00 |
| <i>EXPENSE:</i> | | \$124,837.84 | \$123,470.34 | \$0.00 |

| <u>TOTAL INCOME & EXPENSES</u> | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2020 Actual</u> |
|---|------------------------------|------------------------------|---------------------------|
| INCOME: | \$124,837.84 | \$123,470.34 | \$3,343.93 |
| RESERVE FUNDS: | | | |
| EXPENSE: | \$124,837.84 | \$123,470.34 | \$0.00 |
| PERCENT DIFFERENCE FROM PREVIOUS YEAR: | 1.1% | 1.9% | |

2023 WEST HAVEN DRAFT BUDGET

10/6/2022

October 12, 2022
Board Meeting

O & M REVENUE

| <u>OTHER INCOME</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|----------------------------|---------------------------------|------------------------------|------------------------------|---------------------------|
| 3300 | Weber Basin - West Haven System | \$230,000.00 | \$230,000.00 | \$233,130.31 |
| 3301 | Weber Basin Administrative Fee | \$11,500.00 | \$11,500.00 | \$0.00 |
| Total: | | \$241,500.00 | \$241,500.00 | \$233,130.31 |

| | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---|------------------------------|------------------------------|---------------------------|
| TOTAL INCOME: | \$241,500.00 | \$241,500.00 | \$233,130.31 |
| PERCENT DIFFERENCE FROM PREVIOUS YEAR: | 0.0% | 3.6% | |

O. & M. - GENERAL EXPENSE

| <u>PROFESSIONAL & TECHNICAL SERVICES</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---|-----------------------------------|------------------------------|------------------------------|---------------------------|
| 4903 | Scada | \$1,500.00 | \$1,500.00 | \$0.00 |
| 4906 | Engineering | \$2,500.00 | \$2,500.00 | \$0.00 |
| 4907 | Audit/CPA | \$2,000.00 | \$2,000.00 | \$1,400.00 |
| 4908 | Attorney | \$3,000.00 | \$3,000.00 | \$0.00 |
| 4909 | Advertising, Publishing & Postage | \$1,000.00 | \$1,000.00 | \$0.00 |
| Total: | | \$10,000.00 | \$10,000.00 | \$1,400.00 |

| <u>INSURANCE</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|-------------------------|----------------------|------------------------------|------------------------------|---------------------------|
| 4911 | Liability | \$2,000.00 | \$2,000.00 | \$0.00 |
| 4912 | Workers Compensation | \$2,500.00 | \$2,500.00 | \$676.15 |
| Total: | | \$4,500.00 | \$4,500.00 | \$676.15 |

| <u>SALARIES & BENEFITS</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---------------------------------------|--------------------|------------------------------|------------------------------|---------------------------|
| 5302 | Medicare | \$1,800.00 | \$1,800.00 | \$1,103.42 |
| 5303-0,6 | Gross Wages | \$123,750.00 | \$123,750.00 | \$60,517.40 |
| 5303-1,4 | Overtime | \$8,250.00 | \$8,250.00 | \$7,222.78 |
| 5303-5,7 | Double Time | \$1,550.00 | \$1,550.00 | \$385.71 |
| 5303-12,15 | Pager Time | \$6,250.00 | \$6,250.00 | \$5,389.47 |
| 5304 | FICA | \$7,250.00 | \$7,250.00 | \$4,718.04 |
| 5307 | Retirement | \$17,000.00 | \$17,000.00 | \$11,580.72 |
| 5308 | Health Insurance | \$23,000.00 | \$23,000.00 | \$16,969.02 |
| 5309 | 401K | \$5,250.00 | \$5,250.00 | \$3,574.56 |
| 5311 | Unemployment Comp. | \$100.00 | \$100.00 | \$66.95 |
| 5312 | Disability | \$500.00 | \$500.00 | \$217.62 |
| Total: | | \$194,700.00 | \$194,700.00 | \$111,745.69 |

| <u>SHOP - MOBILE EQUIPMENT SUPPLIES & REPAIRS</u> | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|--|----------------------|------------------------------|------------------------------|---------------------------|
| 5501 | Fuel | \$6,000.00 | \$6,000.00 | \$1,447.04 |
| 5509 | Portable Equipment | \$500.00 | \$500.00 | \$0.00 |
| 5511 | Small Tools - Trucks | \$500.00 | \$500.00 | \$0.00 |

2023 WEST HAVEN DRAFT BUDGET

10/6/2022

October 12, 2022
Board Meeting

| | | | | |
|------|---------------------------------|-------------------|-------------------|-------------------|
| 5512 | Equipment Rental | \$500.00 | \$500.00 | \$0.00 |
| 5600 | Oxygen, Acetylene & Welding Rod | \$500.00 | \$500.00 | \$0.00 |
| 5601 | Rock & Road Base | \$500.00 | \$500.00 | \$0.00 |
| 5602 | Concrete Products | \$200.00 | \$200.00 | \$0.00 |
| 5603 | Nuts & Bolts | \$100.00 | \$100.00 | \$0.00 |
| | Total: | \$8,800.00 | \$8,800.00 | \$1,447.04 |

STREET REPAIRS

| | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|------|----------------------------|-----------------------|-----------------------|--------------------|
| 5900 | Asphalt | \$1,000.00 | \$1,000.00 | \$0.00 |
| 5901 | Contractor | \$3,000.00 | \$3,000.00 | \$0.00 |
| 5902 | Concrete | - | - | - |
| 5904 | Dispose Concrete & Asphalt | \$1,000.00 | \$1,000.00 | \$0.00 |
| | Total: | \$5,000.00 | \$5,000.00 | \$0.00 |

PUMPHOUSE & RESERVOIR

| | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|------|-----------------------|-----------------------|-----------------------|--------------------|
| 6000 | Reservoir & Pumphouse | - | - | - |
| 6001 | Inlet Screen Repairs | \$1,000.00 | \$1,000.00 | \$0.00 |
| | Total: | \$1,000.00 | \$1,000.00 | \$0.00 |

PIPELINE MAINTENANCE & SUPPLIES

| | | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|------|---------------------------------|-----------------------|-----------------------|--------------------|
| 6100 | Pipeline Maintenance & Supplies | \$2,500.00 | \$2,500.00 | \$0.00 |
| 6101 | Welding of Pipeline | - | - | - |
| 6102 | Blue Stakes | \$3,500.00 | \$3,500.00 | \$2,053.96 |
| | Total: | \$6,000.00 | \$6,000.00 | \$2,053.96 |

| | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---|-----------------------|-----------------------|---------------------|
| TOTAL EXPENSE: | \$241,500.00 | \$241,500.00 | \$117,322.84 |
| PERCENT DIFFERENCE FROM PREVIOUS YEAR: | 0.0% | 105.8% | |

| <u>TOTAL INCOME & EXPENSES</u> | <u>2023 Estimated</u> | <u>2022 Estimated</u> | <u>2021 Actual</u> |
|---|-----------------------|-----------------------|---------------------|
| INCOME: | \$241,500.00 | \$241,500.00 | \$233,130.31 |
| EXPENSE: | \$241,500.00 | \$241,500.00 | \$117,322.84 |

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: October 7, 2022

SUBJECT: **IV.B. Consideration of Outside Engineering Services Reimbursement Agreement for UDOT's 5600 South Project**

Attached is an agreement from UDOT for outside engineering services reimbursement for the upcoming UDOT 5600 South project. The agreement will allow UDOT to reimburse the District for its engineering services related to the 5600 South project. It is recommended the trustees approve the agreement.

A *suggested* motion would be, "I move that we approve the Outside Engineering Services Reimbursement Agreement for UDOT's 5600 South Project."

OUTSIDE ENGINEERING SERVICES REIMBURSEMENT AGREEMENT

THIS OUTSIDE ENGINEERING SERVICES REIMBURSEMENT AGREEMENT made and entered into by and between the Utah Department of Transportation, (“UDOT”) and Roy Water Conservancy District, (“District”). Each as party, (“Party”) and together as parties, (“Parties”).

RECITALS

Whereas, UDOT is engaged in preparing plans, specifications, and estimates of cost for the construction of the widening of 5600 South and reconstruction of the interchange identified as I-15; SR-97 (5600 South), widening of 5600 South, S-R199 (324), in Weber County, Utah (“Project”); and

Whereas, UDOT has identified District utility facilities (“Facility or Facilities”) within the limits of the Project which may necessitate relocation, protection, or adjustment of the Facilities (“Utility Work”); and

Whereas the District desires to hire a consultant to perform engineering, coordination, review, and inspection of the Utility Work on behalf of the District (“Outside Engineering Services”); and

Whereas, UDOT will allow the District to hire Outside Engineering Services upon the terms and conditions of this agreement.

This Agreement is made to set out the terms and conditions for Outside Engineering Services that will be performed.

AGREEMENT

Now therefore, the Parties agree as follows:

1. The District will hire Outside Engineering Services to include the following during Utility Work:
 - a. Attendance at regularly scheduled project meetings
 - b. Plan review for Geometry, Plan in Hand, and PS&E
 - c. Utility Coordination to mitigate potential conflicts and provide resolutions
 - d. Utility mapping services
2. UDOT will reimburse the District for 100% of the actual cost incurred for Outside Engineering Services. The estimated cost of Outside Engineering Services is attached as Exhibit “A” that is incorporated by reference. This is an estimate only. Total payment to the District by UDOT is based on the actual costs incurred as determined after completion of the Utility Work.

Total Estimated Cost for Outside Engineering Services - **\$ 28,984.00**

3. In the event there are changes in the scope of the Outside Engineering Services covered by this Agreement, a modification to this Agreement in writing by the Parties is required prior to the start of Outside Engineering Services on the changes and additions.

4. The District shall submit itemized bills covering its actual costs incurred for Outside Engineering Services to:

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

Itemized bills shall bear the Project and Agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in this Agreement, and be submitted to UDOT within **60 days** following completion of Outside Engineering Services for the District/City/County on the Project. Otherwise, previous payments to the District/City/County may be considered final, except as agreed to between the Parties in advance.

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

5. UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the District/City/County pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A. Should this audit disclose that the District/City/County has been underpaid, the District/City/County will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the District/City/County has been overpaid, the District/City/County will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the District/City/County is required to keep and maintain its records of Outside Engineering Services covered herein for a minimum of 3 years after final payment is received by the District/City/County from UDOT.
6. All work of the District/City/County that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The District/City/County shall at all times comply with the Telecommunications Laws. The District/City/County hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the District/City/County and UDOT, the District/City/County hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The District/City/County shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the District/City/County or its associates is not in compliance with the Telecommunications Laws, the District/City/County agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

7. MISCELLANEOUS

- a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and District/City/County.
- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- e. If any provision or part of a provision of this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- g. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations negotiations, and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- h. The date of this Agreement is the date this Agreement is signed by the last Party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers.

ATTEST:

Roy Water Conservancy District

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended for Approval:

Utah Department of Transportation

_____ **Title:** Utility and Railroad Leader

_____ **Title:** Project Director

Date: _____

Date: _____

Comptroller Office

_____ **Title:** Contract Administrator

Date: _____

EXHIBIT A



PIN: 16391 - 5600 S Sand Ridge

Roy Water Conservancy District

| | | | | Engineer's Estimate | |
|--------------|---|----------|--------|---------------------|--------------------|
| | Description | Quantity | Units | Unit Price | Amount |
| 1 | Task 1 – Project Meetings: Twice a month for 2 hours for 18 months | 72 | Hours | \$114.50 | \$8,244.00 |
| 2 | Task 2 – Plan Review: 16 hours for each stage (Geometry, Plan-in-hand, PS&E) | 48 | Hours | \$114.50 | \$5,496.00 |
| 3 | Task 3 – Utilities Coordination | 80 | Hours | \$114.50 | \$9,160.00 |
| 4 | Task 4 – Utility Mapping | 40 | Hours | \$88.00 | \$3,520.00 |
| 5 | Overhead – Mileage: 36 Trips | 432 | Miles | \$0.625 | \$270.00 |
| 6 | Overhead – Prints: 100 Sheets Per Plan Set | 300 | Sheets | \$0.19 | \$57.00 |
| 7 | Overhead – Copies: 100 Sheets Per Plan Set | 300 | Sheets | \$1.19 | \$357.00 |
| 8 | Overhead – Hours | 40 | Hours | \$47.00 | \$1,880.00 |
| Total | | | | | \$28,984.00 |

EXHIBIT A



WASATCH CIVIL CONSULTING ENGINEERING STANDARD HOURLY RATE SCHEDULE ROY WATER CONSERVANCY DISTRICT

| | |
|--|----------|
| Mark T. Miller - Principal Engineer | \$121.00 |
| Jory B. Wahlen - Senior Project Engineer | \$114.50 |
| John D. Bjerregaard - Senior Project Engineer..... | \$114.50 |
| Brad C. Jensen - Senior Project Engineer..... | \$114.50 |
| Matthew A. Murdock – Senior Partner - Survey..... | \$100.00 |
| Staff Engineer | \$100.00 |
| Lead Designer / Licensed Surveyor / GIS Specialist | \$88.00 |
| Engineer in Training / Designer / Survey Tech | \$83.00 |
| CAD Drafters..... | \$73.50 |
| 1 Person G.P.S. Survey Crew | \$135.00 |
| 2 Person G.P.S. Survey Crew | \$168.00 |
| Secretarial..... | \$47.00 |
| Overhead Mileage..... | \$0.625 |
| Prints and Copies per Sheet | \$0.19 |

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: October 7, 2022

SUBJECT: **IV.C. Consideration of Engineering Services Agreement for the Secondary Water Metering Project**

Attached is an agreement from Wasatch Civil for engineering services for the upcoming Secondary Water Metering Project. The agreement is required by the Board of Water Resources to show that the District has engaged an engineering firm to design and oversee the secondary water metering project. The agreement will also allow the District to use funding from the grant and bond to pay for the engineering services related to the secondary water metering project. It is recommended the trustees approve the agreement.

A suggested motion would be, “I move that we approve the Engineering Services Agreement for the Secondary Water Metering Project.”

**ENGINEERING SERVICES AGREEMENT BETWEEN
ROY WATER CONSERVANCY DISTRICT
AND
WASATCH CIVIL CONSULTING ENGINEERING**

This is an Agreement between **Roy Water Conservancy District** (District) and **Wasatch Civil Consulting Engineering** (Engineer). District's Project, of which Engineer's services under this Agreement are a part, is generally identified as the **Secondary Water Meter Project, Phase 4** (Project). Engineer's services under this Agreement (Services) are generally identified as Engineering Design, preparation of bidding and contract documents, project management, inspections and project close-out.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period as specified by the District and agreed upon by the Engineer. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer may be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses may be multiplied by a factor of 1.10.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses is estimated to be \$ 90,000.00. However, the District will only be invoiced for work that is actually completed by the Engineer.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by

members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the laws of the state of Utah.
 - L. Engineer's Services do not include: (1) serving as a "municipal advisor for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers,

testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is _____.

Owner:

Engineer:

(name of organization)

(name of organization)

By: _____
(authorized individual's signature)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

|

APPENDIX 1

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

| Billing Class | Rate |
|-------------------------|----------------|
| Principal Engineer | \$ 121.00/hour |
| Senior Project Engineer | \$ 114.50/hour |
| Staff Engineer | \$ 100.00/hour |
| Engineer in Training | \$ 83.00/hour |
| Lead Designer | \$ 88.00/hour |
| Designer | \$ 83.00/hour |
| CAD Drafter | \$ 73.50/hour |
| GIS Specialist | \$ 88.00/hour |
| Senior Surveyor | \$ 100/hour |
| Licensed Surveyor | \$ 88.00/hour |
| Survey Technician | \$ 83.00/hour |
| 1 Person Survey Crew | \$ 135.00/hour |
| 2 Person Survey Crew | \$ 168.00/hour |
| Secretarial | \$ 47.00/hour |

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: October 7, 2022

SUBJECT: **IV.D. Consideration of District Representative to Vote at Utah Association of Special Districts Annual Convention**

Each year at the Utah Association of Special Districts Annual Convention, there is a business meeting that will require the votes of the membership. Typically, the Chair of the board of trustees is appointed as representative of the District to vote and the Vice-Chair of the board of trustees is appointed as an alternate representative of the District to vote in case something happens to the Chair. It is recommended the Chair be appointed as representative and the Vice-Chair and General Manager as alternates. The board of trustees can appoint any trustee or employee of the District to be the representative.

A suggested motion for approval would be, “I move that we appoint the Chair of the board of trustees as representative to vote for the District at the Utah Association of Special Districts Annual Convention and the Vice-Chair and General Manager as alternates.”

MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: October 12, 2022

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

The following is a reminder of upcoming meetings and events:

Board Meeting – October 12, 2022, at 5:00 p.m.
Public Hearing for Bond – October 12, 2022, at 6:00 p.m.
Utah Water Summit – October 18, 2022, Layton, UT
UASD Annual – November 2-4, 2022, Layton, UT
Board Meeting – November 9, 2022, at 5:00 p.m.
Christmas Party – December 5, 2022, at 6:00 p.m. at Timbermine
Board Meeting – December 14, 2022, at 5:00 p.m.
Public Hearing for Allotment of Water – December 14, 2022, at 6:00 p.m.
Public Hearing for 2023 Budget – December 14, 2022, at 6:00 p.m.
D&WCCC Stockholders Meeting – Possibly December 19, 2022, at 6:30 p.m.

Governor Spencer Cox will be hosting a virtual Town Hall meeting on Monday, October 17th at 6:00 p.m. If you have a question for Governor Cox, please submit them to me by no later than October 12th. Details can be found at the following: <https://www.uasd.org/uploads/files/17693/Special-Service-District-Board-Members.pdf>.

The Board of Water Resources has the District on their tentative agenda for committal of bond funds at their October 27th Board of Water Resources meeting.

Attached is the information that is included on the District's website informing the District's water users about the upcoming bond, the history behind it, and an invitation to submit their comments concerning the bond. The District's request for a waiver of the requirement to mail this information to every secondary water user has been granted.

As of October 11th, East Canyon is 51% full, Echo Reservoir is 51% full, and the Weber River basin precipitation is 8% of median which is reflective of the beginning of a new water year on October 1st. Currently almost 96% 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.

REQUEST FOR PUBLIC COMMENT ON LOAN APPLICATION TO THE BOARD OF WATER RESOURCES

Dear Secondary Water User:

In the 2016 General Session of the 61st Utah Legislature, S.C.R.1 Concurrent Resolution Encouraging Universal Metering of Water Systems was passed to encourage public water suppliers to implement universal metering on all retail public and private water systems. The resolution states that when citizens know how much water they are using, they tend to voluntarily conserve that water.

In the 2018 General Session of the 62nd Utah Legislature, Senate Bill 204 was introduced and sponsored by Senator Jacob Anderegg requiring meters be installed on any new secondary water connection by January 1, 2020. It required all existing commercial, etc. secondary water connections be metered by January 1, 2026, and all existing residential secondary water connections be metered by January 1, 2028. Although Senate Bill 204 did not pass, this was the start of Utah's Legislature requiring secondary water connections to be metered.

In the 2019 General Session of the 63rd Utah Legislature, Senate Bill 52 was introduced and sponsored by Senator Jacob Anderegg requiring meters be installed on any new secondary water connection beginning April 1, 2020. It also required all secondary water providers submit a plan of how they would install secondary water meters on all their existing connections and all secondary water providers must submit a report of their annual water use to the Division of Water Resources (the "DWRe"). Senate Bill 52 passed, and Roy Water Conservancy District (the "District") was already in compliance with its requirements due to a Resolution adopted by the District's Board of Trustees on August 14, 2013. The District also submitted a plan to DWRe outlining a 50 plus year schedule to meter its system without significant assessment or rate increases to its secondary water users.

In the 2020 General Session of the 63rd Utah Legislature, Senate Bill 51 was introduced and sponsored by Senator Jacob Anderegg to allow those secondary water providers who could not purchase a meter that a manufacturer would warranty because of the nature of untreated secondary water an exception to the requirements of Senate Bill 52 that was passed in the 2020 General Session of the 63rd Utah Legislature. Senate Bill 51 passed with some additional technical changes to Utah Code Annotated § 73-10-34.

In the 2021 General Session of the 64th Utah Legislature, Senate Bill 199 was introduced and sponsored by Senator Michael McKell which requires a secondary water provider to create a reserve account for the installation of secondary water meters, restricts the increase of water rates by no more than 10% for the purpose of installing secondary water meters, clarified some requirements of the report to be submitted to DWRe, and made grants available to small secondary water suppliers. Senate Bill 199 passed, but the District exceeds the number of connections to qualify for these grants. The District increased rates by 9% in 2021 to establish the fund and comply with the new law.

In the 2022 General Session of the 64th Utah Legislature, House Bill 242 was introduced and sponsored by Representative Val Peterson which requires a secondary water provider to meter all of its secondary water connections by January 1, 2030, or be subject to fines which increase each year from \$10 per connection the first year up to \$50 per connection until all of the secondary

water connections are metered. Grants and loans were made available to secondary water suppliers to offset the cost of installing secondary water meters. The District anticipates the total cost of metering all of its secondary water connections will cost more than \$30 million. The District is currently only able to receive \$10 million in grants which the District has applied for and been authorized to receive based on compliance with the Board of Water Resources' requirements.

The District has applied to the Utah Board of Water Resources (the "Board") for a loan to be used in the construction of secondary water meters for a portion of the District's secondary water connections. Security for the loan will be provided through the sale of a "non-voted" revenue bond to the Board. The bonds will be issued for a total of \$3,643,000 which amount will be repaid to the Board over a period of 15 years at 1% interest. Payments shall be made from the net revenues of the District's water system.

The District has also applied for and received three WaterSMART Small-Scale grants of \$75,000 each which has resulted in the installation of 230 secondary water meters within District boundaries. With these grants, the requirement to construct a meter with new home construction, and the District's own secondary water lateral replacement program, the District has currently metered about 9% of its connections.

In compliance with Senate Bill 199 passed during the 2021 General Session of the 64th Utah Legislature, the District has begun raising rates for the installation of secondary water meters. In 2022 the District increased rates by 10%. It is anticipated that rates will continue to increase until there are sufficient funds in place to pay for this bond and future bonds which will be required to complete the installation of secondary water meters on all the District's secondary water connections. All the District's secondary water connection must be metered by January 1, 2030, or there will be penalties as imposed by Utah Code Annotated § 73-10-34(8)(j).

It is the policy of the Board to provide a 15-day period for public comment prior to the purchase of any non-voted revenue bonds. In this regard, the Board wishes to solicit the comments of the water users either for or against the project. Interested individuals are encouraged to respond in writing before October 26, 2022. All written comments received prior to that date will be reviewed by the Board prior to the final decision on whether to proceed with the bond purchase. Comments should be addressed in writing either to Roy Water Conservancy District or the Board of Water Resources:

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

OR

Board of Water Resources
P.O. Box 146201
Salt Lake City, UT 84114-6201

Thank you for your consideration in this matter.

Sincerely,

Mark Ohlin
Chair, Roy Water Conservancy District

INTERNAL AUDIT REPORT

OCTOBER 11, 2022

(SEPTEMBER 30, 2022, STATEMENTS)

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

COMMENTS: _____

Bank of Utah

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

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

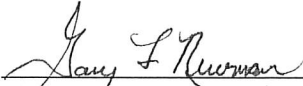
3. Account No. ****0846: _____

PTIF

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

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

I have completed the above procedures for the month of October 11, 2022 (September 30, 2022 Statements).



Gary L. Newman, Vice-Chair

ZION BANK PURCHASE CARDS
INTERNAL AUDIT REPORT

OCTOBER 11, 2022,


(SEPTEMBER 30, 2022 STATEMENTS)

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

COMMENTS: _____

1. Zions Bank Control Account: _____
2. Purchase Card - Ohlin: _____
3. Purchase Card – Newman: _____
4. Purchase Card - Adams: _____
5. Purchase Card – Ritchie: _____
6. Purchase Card – Zito: _____
7. Purchase Card - Banks: _____
8. Purchase Card - Durbano: _____
9. Purchase Card - Thurgood: _____
10. Purchase Card – Doxey: _____
11. Purchase Card - Sandberg: _____
12. Purchase Card - Toupin: _____
13. Purchase Card - Harris: _____

I have completed the above procedures for the month of October 11, 2022 (September 30, 2022 Statements).



Gary L. Newman, Vice-Chair

FINANCIAL REPORT
• OCTOBER 2022 •

GENERAL FUND

PREVIOUS MONTH

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|---------------------------|--------------------|--------------------|--------------------|
| Balance as of September 1 | \$ 192,667.80 | \$ 127,500.99 | \$ 79,200.07 |
| Deposits | \$ 497,683.26 | \$ 182,360.76 | \$ 584,703.12 |
| Interest on checking | \$ 622.01 | \$ 59.37 | \$ 157.63 |
| Withdrawals | \$ 362,424.72 | \$ 131,169.34 | \$ 504,492.83 |
| Balance | \$ 328,548.35 | \$ 178,751.78 | \$ 159,567.99 |

TO DATE

| | | | |
|-------------------------|---------------|---------------|---------------|
| Balance as of October 1 | \$ 328,548.35 | \$ 178,751.78 | \$ 159,567.99 |
| Deposits | \$ 375,869.00 | \$ 403,292.43 | \$ 452,368.68 |
| Withdrawals | \$ 507,192.34 | \$ 432,125.08 | \$ 475,093.96 |
| Balance | \$ 197,225.01 | \$ 149,919.13 | \$ 136,842.71 |

CAPITAL FACILITIES FUND

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|---------------------------|--------------------|--------------------|--------------------|
| Balance as of September 1 | \$ 123,720.99 | \$ 121,655.16 | \$ 259,723.10 |
| Deposits | \$ - | \$ - | \$ - |
| Interest on checking | \$ 197.00 | \$ 33.06 | \$ 157.97 |
| Withdrawals | \$ - | \$ - | \$ - |
| Balance | \$ 123,917.99 | \$ 121,688.22 | \$ 259,881.07 |

TO DATE

| | | | |
|-------------------------|---------------|---------------|---------------|
| Balance as of October 1 | \$ 123,917.99 | \$ 121,688.22 | \$ 259,881.07 |
| Deposits | \$ - | \$ - | \$ - |
| Withdrawals | \$ - | \$ - | \$ - |
| Balance | \$ 123,917.99 | \$ 121,688.22 | \$ 259,881.07 |

WEBER BASIN FUND

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|-------------------------|--------------------|--------------------|--------------------|
| Balance as of October 1 | \$ 511,042.11 | \$ 406,423.71 | \$ 316,617.78 |

CONNECTIONS

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|--|--------------------|--------------------|--------------------|
| Connections made during the previous month (September) | 0 | 1 | 1 |
| Total connections made during the current year | 13 | 26 | 111 |
| Total active connections | 10,809 | 10,796 | 10,767 |

SHARES

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

UTAH PUBLIC TREASURER'S INVESTMENT FUND

· OPERATIONS & MAINTENANCE ACCOUNT ·

| | | <u>RATE</u> | <u>DATE</u> |
|----------------------------|-----------------|--------------------|--------------------|
| Balance as of September 1 | \$ 4,013,821.95 | 2.4789% | Ongoing-Flexible |
| Deposits (by Weber County) | \$ 9,413.55 | | |
| Interest | \$ 7,756.45 | | |
| Withdrawals (by wire) | \$ 400,623.83 | | |
| Balance | \$ 3,630,368.12 | | |

· METER FUND ACCOUNT ·

| | | <u>RATE</u> | <u>DATE</u> |
|---------|---------------|--------------------|--------------------|
| Balance | \$ 180,479.50 | 2.4789% | Ongoing-Flexible |

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

| | Jan - Dec 22 | Budget | \$ Over Budget |
|--|--------------|--------------|----------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| 3016 · Cell Tower Leases | 53,399.13 | 56,000.00 | -2,600.87 |
| 3020 · Surplus Water Sales/Wheeling Ch | 4,837.88 | 13,000.00 | -8,162.12 |
| 3028 · Interest-Checking & Investments | 33,488.41 | 20,000.00 | 13,488.41 |
| 3030 · Ad Valorem Tax | 10,582.69 | 127,500.00 | -116,917.31 |
| 3034 · Delinquent Assessments | 20,661.51 | 30,000.00 | -9,338.49 |
| 3035 · Direct Charges/Assessments | 45,914.96 | 2,285,000.00 | -2,239,085.04 |
| 3036 · Registered Vehicle F.I.L. | 6,646.80 | 13,500.00 | -6,853.20 |
| 3037 · Delinquent Ad Valorem Tax | 1,575.30 | 2,500.00 | -924.70 |
| 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 | 80.00 | 1,000.00 | -920.00 |
| 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 | 419,875.30 | 3,401,000.00 | -2,981,124.70 |
| Gross Profit | 419,875.30 | 3,401,000.00 | -2,981,124.70 |
| Expense | | | |
| 4900 · Trustees Fees & Extra Meetings | 14,711.71 | 20,000.00 | -5,288.29 |
| 4903 · Scada | 0.00 | 1,500.00 | -1,500.00 |
| 4906 · Engineering | 13,216.77 | 52,500.00 | -39,283.23 |
| 4907 · Audit / CPA | 15,246.00 | 20,000.00 | -4,754.00 |
| 4908 · Attorney | 9,112.00 | 33,000.00 | -23,888.00 |
| 4909 · Advertising & Publishing | 6,956.35 | 31,000.00 | -24,043.65 |
| 4911 · Liability | 16,310.55 | 38,000.00 | -21,689.45 |
| 4912 · Workers Compensation | 4,122.23 | 12,500.00 | -8,377.77 |
| 4913 · Bonding | 0.00 | 1,000.00 | -1,000.00 |
| 5100 · Roy City Water Rental | 23,751.00 | 25,000.00 | -1,249.00 |
| 5101 · D & W Water Assessment | 393,900.00 | 379,000.00 | 14,900.00 |
| 5103 · Other Water Rental | 20,787.50 | 15,000.00 | 5,787.50 |
| 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 | 500.00 | 1,500.00 | -1,000.00 |
| 5201 · Association Special Districts | 2,091.00 | 3,000.00 | -909.00 |
| 5202 · Water Education | 132.14 | 1,000.00 | -867.86 |
| 5204 · American Water Works | 248.00 | 700.00 | -452.00 |
| 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 | 4,139.70 | 22,000.00 | -17,860.30 |
| 5301 · Employee Workshops/Training | 8,434.28 | 26,000.00 | -17,565.72 |
| 5302 · Medicare | 7,669.50 | 10,300.00 | -2,630.50 |
| 5303-00 · Gross Wages-RWCD | 368,624.51 | 443,000.00 | -74,375.49 |

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

| | <u>Jan - Dec 22</u> | <u>Budget</u> | <u>\$ Over Budget</u> |
|--|---------------------|---------------|-----------------------|
| 5303-01 · Overtime-RWCD | 17,960.62 | 31,500.00 | -13,539.38 |
| 5303-04 · Overtime-West Haven | 9,156.90 | 8,250.00 | 906.90 |
| 5303-05 · Double Time-RWCD | 1,289.76 | 2,000.00 | -710.24 |
| 5303-06 · Gross Wages-West Haven | 52,976.84 | 123,750.00 | -70,773.16 |
| 5303-07 · Double Time-West Haven | 858.42 | 1,550.00 | -691.58 |
| 5303-10 · Sick Leave Pay | 8,458.19 | 29,000.00 | -20,541.81 |
| 5303-11 · Annual Leave Pay | 37,701.11 | 32,500.00 | 5,201.11 |
| 5303-12 · Pager Time-RWCD | 871.25 | 9,500.00 | -8,628.75 |
| 5303-13 · Compensation Time | 0.00 | 1,750.00 | -1,750.00 |
| 5303-14 · Holiday Pay | 20,129.52 | 25,000.00 | -4,870.48 |
| 5303-15 · Pager Time-West Haven | 638.26 | 6,250.00 | -5,611.74 |
| 5303-20 · Vehicle Compensation | 3,069.60 | | |
| 5304 · FICA | 32,793.64 | 44,750.00 | -11,956.36 |
| 5307 · Retirement | 75,693.92 | 99,000.00 | -23,306.08 |
| 5308-04 · Medical FSA (Pre Tax) | 182.34 | | |
| 5308 · Health Insurance | 112,728.69 | 143,000.00 | -30,271.31 |
| 5309 · 401K | 24,892.88 | 31,250.00 | -6,357.12 |
| 5311 · Unemployment Comp. | 800.52 | 3,100.00 | -2,299.48 |
| 5312 · Disability | 2,156.09 | 3,500.00 | -1,343.91 |
| 5315 · General Office Expenses | 5,418.41 | 20,000.00 | -14,581.59 |
| 5316 · Office Travel Reimbursement | 117.18 | 1,500.00 | -1,382.82 |
| 5317 · Managers Expense | 31.31 | 1,500.00 | -1,468.69 |
| 5318 · Air Conditioning & Heating | 0.00 | 2,000.00 | -2,000.00 |
| 5319 · Computer Tech. Repair & Agrmnts | 17,489.75 | 18,000.00 | -510.25 |
| 5321 · Adjustments & Refunds | 0.00 | 500.00 | -500.00 |
| 5323 · Computer Hardware & Software | 8,673.04 | 15,000.00 | -6,326.96 |
| 5324 · Radio Maintenance | 0.00 | 1,000.00 | -1,000.00 |
| 5325 · Bldg Cleaning & Maint. Supplies | 248.86 | 500.00 | -251.14 |
| 5326 · Janitorial Services | 2,327.50 | 3,000.00 | -672.50 |
| 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 | 10,302.43 | 20,000.00 | -9,697.57 |
| 5402 · Dominion Energy | 2,647.47 | 4,500.00 | -1,852.53 |
| 5403 · Rocky Mountain Power/Electrical | 23,314.53 | 65,000.00 | -41,685.47 |
| 5404 · Culinary Water (Riverdale) | 1,397.98 | 2,500.00 | -1,102.02 |
| 5405 · Trash | 1,365.49 | 1,750.00 | -384.51 |
| 5501 · Fuel | 14,630.61 | 16,000.00 | -1,369.39 |
| 5502 · Oil, Grease & Filters | 472.85 | 1,250.00 | -777.15 |
| 5503 · Tires | 0.00 | 2,000.00 | -2,000.00 |
| 5504 · Batteries | 201.57 | 300.00 | -98.43 |
| 5505 · Equipment Repair | 213.99 | 5,000.00 | -4,786.01 |
| 5506 · Equipment Tune-Up | 157.08 | 750.00 | -592.92 |
| 5507 · Truck Repair & Registration | 80.86 | 1,500.00 | -1,419.14 |
| 5509 · Portable Equipment | 1,864.43 | 3,000.00 | -1,135.57 |
| 5510 · Small Hand Tools - Shop | 610.92 | 2,000.00 | -1,389.08 |
| 5511 · Small Tools - Trucks | 369.61 | 2,500.00 | -2,130.39 |
| 5512 · Equipment Rental | 0.00 | 1,500.00 | -1,500.00 |
| 5600 · Oxygen, Acetylene & Welding Rod | 358.03 | 1,500.00 | -1,141.97 |
| 5601 · Rock & Road Base | 1,358.46 | 3,500.00 | -2,141.54 |

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

| | Jan - Dec 22 | Budget | \$ Over Budget |
|--|----------------------|----------------------|----------------------|
| 5602 · Concrete Products | 0.00 | 400.00 | -400.00 |
| 5603 · Nuts & Bolts | 92.23 | 600.00 | -507.77 |
| 5604 · Uniforms | 373.91 | 2,000.00 | -1,626.09 |
| 5605 · Safety Equipment | 0.00 | 1,000.00 | -1,000.00 |
| 5606 · Shop Clean & Maint. Supplies | 283.66 | 1,000.00 | -716.34 |
| 5608 · Building Maintenance (Shop) | 1,597.67 | 2,000.00 | -402.33 |
| 5609 · Shop Improvements | 0.00 | 5,000.00 | -5,000.00 |
| 5700 · District Property Maintenance | 21,740.34 | 30,000.00 | -8,259.66 |
| 5900 · Asphalt | 7,225.00 | 3,500.00 | 3,725.00 |
| 5901 · Contractor | 0.00 | 28,000.00 | -28,000.00 |
| 5902 · Concrete | 49.43 | 2,000.00 | -1,950.57 |
| 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 | 9,925.77 | 50,000.00 | -40,074.23 |
| 6001 · Inlet Screen Repairs | 470.61 | 5,000.00 | -4,529.39 |
| 6100 · Pipeline Maintenance & Supplies | 25,786.65 | 27,500.00 | -1,713.35 |
| 6101 · Welding of Pipeline | 650.00 | 1,000.00 | -350.00 |
| 6102 · Blue Stakes | 6,314.16 | 9,000.00 | -2,685.84 |
| 6204 · Depreciation | 361,624.00 | 100,000.00 | 261,624.00 |
| 8219-22 · CF Plan #1 Mainline Valves 22 | 0.00 | 40,000.00 | -40,000.00 |
| 8229-22 · CF Plan #2 Connect Unconnecte... | 23,421.98 | 48,000.00 | -24,578.02 |
| 8262-21 · WaterSmart Grant R22AP00053-21 | 2,007.83 | 287,500.00 | -285,492.17 |
| 8279 · CF Plan #4 2600 W 5800 S Replac | 234,559.72 | 385,446.00 | -150,886.28 |
| 8280 · CF Plan #5 1950 W 5100 S Replac | 72,114.77 | 102,787.00 | -30,672.23 |
| 8281 · CF Plan #6 4250 S 2350 W Connec | 25,958.39 | 32,729.00 | -6,770.61 |
| 8282-22 · Meter Retrofit DWRe Grant | 230,812.56 | 1,500,000.00 | -1,269,187.44 |
| 8305-22 · Truck Upgrades 2022 | 298,487.00 | 306,000.00 | -7,513.00 |
| 8326-22 · 2022 CAT 938M | 0.00 | 190,000.00 | -190,000.00 |
| 8332 · 2022 Colorado | 39,965.00 | 42,000.00 | -2,035.00 |
| Total Expense | 2,771,714.83 | 5,191,562.00 | -2,419,847.17 |
| Net Ordinary Income | -2,351,839.53 | -1,790,562.00 | -561,277.53 |
| Other Income/Expense | | | |
| Other Income | | | |
| 3700 · Appropriation From Net Assets | 0.00 | 1,802,062.00 | -1,802,062.00 |
| Total Other Income | 0.00 | 1,802,062.00 | -1,802,062.00 |
| 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 | 1,790,562.00 | -1,790,562.00 |
| Net Income | -2,351,839.53 | 0.00 | -2,351,839.53 |

3:22 PM
10/12/22

ROY WATER CONSERVANCY DISTRICT
O&M Checks
October 12 - 13, 2022

| | <u>Num</u> | <u>Name</u> | <u>Amount</u> |
|-----------------|------------|--|------------------------------------|
| Oct 12 - 13, 22 | | | |
| | 19961 | Chad Zito | -\$275.01 |
| | 19962 | Gary L. Newman | -\$200.01 |
| | 19963 | Gary S. Adams | -\$275.01 |
| | 19964 | Jon S. Ritchie | -\$200.01 |
| | 19965 | Mark W. Ohlin | -\$275.01 |
| | 19991 | Rodney D. Banks | -\$212.00 |
| | 19992 | AFLAC | -\$131.80 |
| | 19993 | Utah State Tax Commission | -\$3,964.00 |
| | 19966 | A-1 Key Service, Inc. | \$0.00 |
| | 19967 | Ace Recycling & Disposal | -\$144.92 |
| | 19968 | Blue Stakes of Utah | -\$548.10 |
| | 19969 | Clear Link IT, LLC | -\$3,019.00 |
| | 19970 | Comcast | -\$711.90 |
| | 19971 | Davis & Weber Counties Canal Company (V) | -\$393,900.00 |
| | 19972 | Davis & Weber Counties Canal Company (V) | -\$5,720.00 |
| | 19973 | Dominion Energy | -\$23.18 |
| | 19974 | Ferguson Enterprises | -\$27,840.00 |
| | 19975 | Ferguson Enterprises | -\$27,728.64 |
| | 19976 | Ferguson Enterprises | -\$2,820.65 |
| | 19977 | Ferguson Enterprises | -\$5,005.80 |
| | 19978 | Fuel Network | -\$804.93 |
| | 19979 | Herrick Industrial Supply Company | -\$737.04 |
| | 19980 | Home Depot | -\$101.81 |
| | 19981 | J. D. Young & Son Landscape | -\$2,053.00 |
| | 19982 | Jan-Pro of Utah | -\$215.00 |
| | 19983 | Linde Gas & Equipment, Inc. | -\$40.18 |
| | 19984 | O'Reilly Automotive | -\$65.86 |
| | 19985 | PEHP Group Insurance | -\$12,448.26 |
| | 19986 | Riverdale City Corporation | -\$184.40 |
| | 19987 | Rocky Mountain Power | -\$10.26 |
| | 19988 | Rocky Mountain Power | -\$38.35 |
| | 19989 | Utah Local Governments Trust | -\$796.46 |
| | 19990 | Verizon (V) | -\$407.25 |
| | 19994 | Courtney L. Harris | -\$1,878.60 |
| | 19995 | Justin J. Sandberg | -\$2,055.63 |
| | 19996 | Kent D. Thurgood | -\$1,797.89 |
| | 19997 | Linda A. Toupin | -\$1,865.81 |
| | 19998 | Nathan S. Doxey | -\$2,345.55 |
| | 19999 | Philip W. Durbano | -\$2,145.15 |
| | 20000 | R. Mack White | -\$408.18 |
| | 20001 | Rodney D. Banks | -\$3,701.39 |
| | 20002 | Opticare Vision Services | -\$96.30 |
| Oct 12 - 13, 22 | | TOTAL | <u><u>-\$507,192.34</u></u> |

Roy Water Conservancy District

5440 Freeway Park Drive
Riverdale, UT 84405

AGENDA

Board of Trustees' Public Hearing Meeting
October 12, 2022
6:00 P.M.

- | | | |
|-----------|---|-------------|
| 6:00 p.m. | I. CALL TO ORDER | Chair Ohlin |
| | II. PUBLIC HEARING FOR THE DISTRICT'S WATER REVENUE BONDS, SERIES 2022 | |
| | A. Public Hearing Opened | MOTION |
| | B. Closure of Public Hearing | MOTION |
| | III. 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.