

# ***Roy Water Conservancy District***

5440 Freeway Park Drive  
Riverdale, UT 84405

## **AGENDA**

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

- 5:00 p.m.
- |  |             |
|--|-------------|
| <b>I. CALL TO ORDER</b>  | Chair Ohlin |
| <b>II. PLEDGE OF ALLEGIANCE</b>  | Chad Zito   |
| <b>III. APPROVAL OF MINUTES</b>  | MOTION      |
| <b>IV. BUSINESS</b>  |             |
| A. Consideration For Adoption Of A Resolution Of The Board Of Trustees Of Roy Water Conservancy District, Utah; Authorizing The Issuance And Sale Of Not More Than \$4,000,000 Aggregate Principal Amount Of Water Revenue Bonds, Series 2022; And Related Matters | MOTION      |
| B. Consideration and Award of Secondary Water Metering Project Phase 4   | MOTION      |
| C. Consideration of Contract for Secondary Water Metering Project Public Involvement   | MOTION      |
| D. Consideration of DWRe Contract for Transparent Water Billing  | MOTION      |
| E. Consideration of GovFriend Contract for Transparent Water Billing   | MOTION      |
| F. Consideration of 2022 Vehicles Sale and 2023 Vehicles Purchase  | MOTION      |
| G. Public Comments   |             |
| <b>V. REPORTS FROM MANAGER AND TRUSTEES</b>  |             |
| A. Manager & Trustees Reports  |             |
| B. Review of Monthly Bank Statements and Cancelled Checks  | Gary Newman |
| <b>VI. APPROVAL OF FINANCIAL REPORT</b>  |             |
| A. Monthly Financial Report  | MOTION      |
| <b>VII. APPROVAL OF CHECKS</b>   | MOTION      |
| <b>VIII. ADJOURNMENT</b>   | 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: September 9, 2022

SUBJECT: **IV.A. Consideration For Adoption Of A Resolution Of The Board Of Trustees Of Roy Water Conservancy District, Utah; Authorizing The Issuance And Sale Of Not More Than \$4,000,000 Aggregate Principal Amount Of Water Revenue Bonds, Series 2022; And Related Matters**

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The attached Resolution authorizes the issuance and sale of not more than \$4,000,000 aggregate principal amount of water revenue bonds Series 2022 and related matters. This resolution is for the \$3,643,000 bond at 1% interest for 15 years that the Board of Water Resources will be purchasing for the upcoming phase of the District's secondary water metering project. The bond payment will be approximately \$283,000 annually for 15 years beginning January 1, 2025.

A suggested motion would be, "I move that we approve the Resolution Authorizing The Issuance And Sale Of Not More Than \$4,000,000 Aggregate Principal Amount Of Water Revenue Bonds, Series 2022; And Related Matters."

Riverdale, Utah

September 14, 2022

The Board of Trustees (the “Board”) of Roy Water Conservancy District, Utah (the “District”) met in regular public session at the regular meeting place of the Board, on Wednesday, September 14, 2022, at the hour of 5:00 p.m., with the following members of the Board being present:

Mark Ohlin	Chair
Gary L. Newman	Vice-Chair
Chad Zito	Trustee
Gary S. Adams	Trustee
Jon S. Ritchie	Trustee

Also present:

Rodney Banks	Manager/Treasurer
Linda Toupin	District Clerk

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the District Clerk presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this September 14, 2022, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Trustee Ritchie and seconded by Trustee Adams, was adopted by the following vote:

AYE:           Mark Ohlin  
                  Gary L. Newman  
                  Chad Zito  
                  Gary S. Adams  
                  Jon S. Ritchie

NAY:

The resolution is as follows:

RESOLUTION NO. 2022-07-1

A RESOLUTION OF THE BOARD OF TRUSTEES OF ROY WATER CONSERVANCY DISTRICT, UTAH (THE “DISTRICT”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$4,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2022 (TO BE ISSUED IN ONE OR MORE SERIES AND WITH SUCH OTHER SERIES OR TITLE AS MAY BE DETERMINED) (THE “BONDS”); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE DISTRICT TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF A MASTER RESOLUTION, TAX COMPLIANCE POLICIES AND PROCEDURES AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Board of Trustees (the “Board”) of Roy Water Conservancy District, Utah (the “District”) desires to (a) finance all or a portion of the costs of improvements to its secondary water system (the “System”), including the acquisition and installation of secondary water meters, and all related improvements (collectively, the “Project”) and (b) pay costs of issuance with respect to the Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the District desires to issue its Water Revenue Bonds, Series 2022 (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the District) (collectively, the “Bonds”), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), (b) this Resolution, and (c) a Master Resolution of the District (the “Master Resolution”), in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the State of Utah Department of Natural Resources, Board of Water Resources (the “Board of Water Resources” or “Purchaser”) has offered to purchase the Bonds; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the District desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, in order to allow the District flexibility in establishing the date of the public hearing and setting the pricing date of the Bonds to optimize debt service costs to the District, the Board desires to grant to any one of the District Manager or the Board Chair or Vice Chair (each a “Designated Officer”), the authority to (a) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Bonds shall be sold, (b) make any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”), and (c) establish the public hearing date with respect to the issuance of the Bonds; and

WHEREAS, the District may decide to issue the Bonds as obligations the interest on which is excludable from gross income for federal income tax purposes and in order to more effectively administer such obligations the District desires to adopt policies and procedures relating thereto;

NOW, THEREFORE, it is hereby resolved by the Board of Trustees of Roy Water Conservancy District, Utah, as follows:

Section 1. For the purpose of (a) financing the Project and (b) paying costs of issuance of the Bonds, the District hereby authorizes the issuance of the Bonds which shall be designated “Roy Water Conservancy District, Utah Water Revenue Bonds, Series 2022” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the District) in the aggregate principal amount of not to exceed \$4,000,000. The Bonds shall mature in not more than twenty (20) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed two and one-half percent (2.50%) per annum, as shall be approved by the Designated Officer, all within the Parameters set forth herein.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Bonds for and on behalf of the District, provided that such terms are within the Parameters set by this Resolution and to establish the public hearing date with respect to the issuance of the Bonds.

Section 3. The Master Resolution in substantially the form presented to this meeting and attached hereto as Exhibit B is hereby authorized, approved, and confirmed. The Chair or Vice Chair and District Clerk are hereby authorized to execute and deliver

the Master Resolution in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the District, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof.

Section 4. The Tax Policies and Procedures in substantially the form presented at this meeting and attached hereto as Exhibit C are hereby authorized, approved and confirmed.

Section 5. The Designated Officers or other appropriate officials of the District are authorized to make any alterations, changes or additions to the Indenture, the Bonds or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Chair or Vice Chair and the District Clerk are hereby authorized and directed to execute and seal the Bonds. The signatures of the Chair or Vice Chair and the District Clerk may be by facsimile or manual execution.

Section 7. The Designated Officers or other appropriate officials of the District are hereby authorized and directed to authenticate and deliver the Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Bonds will constitute special limited obligations of the District payable solely from and to the extent of the sources set forth in the Bonds and the Master Resolution. No provision of this Resolution, the Master Resolution, the Bonds, or any other instrument, shall be construed as creating a general obligation of the District, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the District or its taxing powers.

Section 9. The Designated Officers and other appropriate officials of the District, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the District any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Bonds are delivered to the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

Section 11. The District shall hold a public hearing to receive input from the public with respect to (a) the issuance of the Bonds, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published (i) once in the Standard Examiner, a newspaper of general circulation in the District, (ii) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended, no less than fourteen (14) days before the public hearing date. The District Clerk shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in District's offices, for public examination during the regular business hours of the District until at least thirty (30) days from and after the date of publication thereof. Selection of the public hearing date shall be established by the publication of the notice. The District directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

\* \* \* \* \*

#### NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on September 14, 2022, the Board of Trustees (the "Board") of Roy Water Conservancy District, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water Revenue Bonds, Series 2022 (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) (collectively, the "Bonds") and provided for a public hearing to be called to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Bonds may have on the private sector.

#### TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on October 12, 2022, at the hour of 6:00 p.m. at the Issuer's offices located at 5440 Freeway park Drive, Riverdale, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of that portion of the Bonds issued under the Act and (b) any potential economic impact that the Project to be financed with the proceeds of that portion of the Bonds issued under the Act may have on the private sector. All members of the public are invited to attend and participate.

#### PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing all or a portion of the costs of improvements to the Issuer's water system (the "System"), including the acquisition and installation of water meters, and all related improvements (collectively, the "Project") and (b) paying costs of issuance of the Bonds.

## PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than Four Million Dollars (\$4,000,000), to mature in not more than twenty (20) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed two and one-half percent (2.50%) per annum. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a Master Resolution of the Issuer (the "Master Resolution") which was before the Board in substantially final form at the time of the adoption of the Resolution and said Master Resolution is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Bonds for any reason and at any time up to the issuance of the Bonds.

## REVENUES PROPOSED TO BE PLEDGED

The Bonds are special limited obligations of the Issuer payable from the net revenues of the System.

## OUTSTANDING BONDS SECURED BY REVENUES

The Issuer currently has no bonds outstanding secured by the Revenues.

## OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreport/s/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Rodney Banks, Manager (801) 825-9744.

## TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds to be issued under the Act to finance the Project, if held until maturity, is \$4,331,053.

A copy of the Resolution and the Master Resolution are on file in the office of the District Clerk, 5440 Freeway Park Drive, Riverdale, Utah where they may be examined during regular business hours of the District Clerk from 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Master Resolution or the Bonds, or any provision made for the security and payment of the Bonds, and that after



such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this September 14, 2022.

\_\_\_\_\_  
/s/ Linda Toupin

District Clerk

\* \* \* \* \*

Section 12. The District hereby reserves the right to opt not to issue the Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 13. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 14. The District hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Bonds are to be issued, and the reimbursements made, by the later of 18 months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$4,000,000.

APPROVED AND ADOPTED this September 14, 2022.

(SEAL)

By: \_\_\_\_\_  
Chair

ATTEST:

By: \_\_\_\_\_  
District Clerk

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: \_\_\_\_\_  
Chair

ATTEST:

By: \_\_\_\_\_  
District Clerk

STATE OF UTAH )  
 : ss.  
COUNTY OF WEBER )

I, Linda Toupin, the duly appointed and qualified District Clerk of Roy Water Conservancy District, Utah (the “District”), do hereby certify according to the records of the Board of Trustees of the District (the “Board”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Board held on September 14, 2022, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

All members of the Board were duly notified of said meeting, pursuant to law.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 14, 2022, and pursuant to the Resolution, there will be published (a)(i) a Notice of Public Hearing and Bonds to Be Issued no less than fourteen (14) days before the public hearing date: once in the *Standard Examiner*, a newspaper having general circulation within the District, the affidavit of which publication will be attached upon availability, (b) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said District this September 14, 2022.

(SEAL)

By: \_\_\_\_\_  
District Clerk

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW

I, Linda Toupin, the undersigned District Clerk of Roy Water Conservancy District, Utah (the “District”), do hereby certify, according to the records of the District in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 14, 2022, public meeting held by the Board of Trustees of the Board (the “Board”) as follows:

(a) by causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Board at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) by causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the *Standard Examiner* either directly or through the newspaper’s subscription to the Utah Public Notice Website (<https://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<https://www.utah.gov/pmn/>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2022 Annual Meeting Schedule for the Board (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Board to be held during the year, by causing said Notice to be (a) posted on December 9, 2021, at the principal office of the District, (b) provided to at least one newspaper of general circulation within the District either directly or through the newspaper’s subscription to the Utah Public Notice Website.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 14, 2022.

(SEAL)

By: \_\_\_\_\_  
District Clerk

*To be attached:*  
SCHEDULE 1 – NOTICE OF MEETING  
SCHEDULE 2 – ANNUAL MEETING SCHEDULE  
Proof of Publication of Notice of Public Hearing and Bonds to be Issued

EXHIBIT B

FORM OF MASTER RESOLUTION

EXHIBIT C

FORM OF TAX POLICIES AND PROCEDURES

MASTER RESOLUTION

OF

ROY WATER CONSERVANCY DISTRICT, UTAH

AS ISSUER

DATED AS OF

[\_\_\_\_\_], 2022



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## MASTER RESOLUTION

WHEREAS, the Roy Water Conservancy District, Utah (the “Issuer”), desires to issue its Water Revenue Bonds, Series 2022 (the “Series 2022 Bonds”) to (a) finance the construction of improvements to its water system (the “System”), including the installation of secondary water meters and all related improvements (collectively, the “Series 2022 Project”) and (b) pay costs of issuance of the Series 2022 Bonds herein described pursuant to this Master Resolution; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended (the “Act”), provides that the Issuer may issue non-voted revenue bonds as long as net revenues generated from the revenue producing facilities of the Issuer are sufficient to pay for operation and maintenance of said facilities and debt service on all outstanding obligations secured by the revenues of said facilities; and

WHEREAS, the Issuer does not have on hand money to pay the cost of the Series 2022 Project and the Net Revenues to be derived by the Issuer from the operation of its System (as defined herein) will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Series 2022 Bonds; and

WHEREAS, the Issuer has been advised that the System will generate sufficient Net Revenues to pay for operation and maintenance of the System as well as debt service on all proposed obligations secured by the Net Revenues of the System, including the Series 2022 Bonds authorized herein; and

WHEREAS, as required by the Act, on \_\_\_\_\_ 2022, the Issuer held a public hearing with respect to the Series 2022 Bonds, after at least fourteen (14) days public notice; and

WHEREAS, the State of Utah Department of Natural Resources, Board of Water Resources (the “Board of Water Resources”) has offered to purchase the Series 2022 Bonds at the total principal amount of \$\_\_\_\_\_; and

WHEREAS, the Issuer desires to accept the offer of the Board of Water Resources and to confirm the sale of the Series 2022 Bonds to the Board of Water Resources;

NOW, THEREFORE, it is hereby resolved by the Board of Trustees of the Roy Water Conservancy District, Utah as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1. Definitions. As used in this resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Act” means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

“Additional Bonds” means any bonds issued on a parity with the Series 2022 Bonds in conformity with this Master Resolution.

“Annual Debt Service” means the total requirement of principal, interest and premium, if any, to be paid by the Issuer during any Sinking Fund Year on the Issuer’s outstanding Series 2022 Bonds or other forms of indebtedness, issued on a parity with the Series 2022 Bonds.

“Average Annual Debt Service” means the sum total of the Annual Debt Service for all Sinking Fund Years divided by the total number of Sinking Fund Years during which any of the Series 2022 Bonds will remain outstanding.

“Board of Water Resources” means the State of Utah Department of Natural Resources, Board of Water Resources or any successor agency.

“Bondholder,” “Registered Owner” or “Owner” means the registered owner of any bonds herein authorized.

“Bonds” means the Series 2022 Bonds and any Additional Bonds.

“Business Day” means any day except Saturday, Sunday, a legal holiday within the boundaries of the Issuer or a day on which the Issuer is authorized or obligated to be closed.

“Code” means the Internal Revenue Code of 1986, as amended

“Dated Date” means the initial delivery date of the Series 2022 Bonds.

“Default” and “Event of Default” mean, with respect to any default or event of default under this Master Resolution, any occurrence or event specified in and defined by Section 5.1 hereof.

“Depository Bank” means a “Qualified Depository” as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended, selected by the Issuer to receive deposits for the Revenue Account as herein described, the deposits of which shall be insured by the Federal Deposit Insurance Corporation.

“Escrow Account” means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, said account to be used for the purpose of depositing the proceeds of the sale of the Series 2022 Bonds and accounting for said proceeds pursuant to the terms of the Escrow Agreement.

“Escrow Agent” means the Utah State Treasurer, Salt Lake City, Utah, who shall so act pursuant to the terms of the Escrow Agreement.

“Escrow Agreement” means the agreement entered into among the Issuer, the Board of Water Resources, and the Escrow Agent on the date of delivery of the Series 2022 Bonds.

“Exchange Bonds” means the fully registered Series 2022 Bonds issued in substantially the form set forth in Exhibit B, in exchange for the State Bonds representing the Series 2022 Bonds or in exchange for other Exchange Bonds, in the denomination of no less than \$1,000 or any integral multiple thereof.

“Fully Registered Bond” means any single fully registered Bond in the denomination(s) equal to the aggregate principal amount of the applicable Series 2022 Bonds authorized herein.

“Governing Body” means the Board of Trustees of the Issuer.

“Interest Payment Date” means each \_\_\_\_\_, beginning \_\_\_\_\_.

“Issuer” means the Roy Water Conservancy District, Utah, or any successor entity.

“Master Resolution” means this Master Resolution dated as of \_\_\_\_\_, 2022.

“Net Revenues” means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all expenses reasonably incurred in connection with the operation and maintenance of the System, whether incurred by the Issuer or paid to any other municipality or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying agents on the Bonds, payment of premiums for insurance on the System hereafter required, and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance of the System, but only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

“Outstanding” or “Outstanding Bonds” means any Bonds which have been issued and delivered and not cancelled in accordance with the provisions hereof, except any Bonds in lieu of or in substitution for which a new Bond shall have been delivered herewith, unless proof satisfactory to the Registrar is presented that such Bonds are held by a bona fide holder in due course.

“Permitted Investments” means those investments specified in Section 51-7-11, Utah Code Annotated 1953, as amended, including but not limited to the Public Treasurers Investment Fund (State Treasurer’s Pool).

“Registrar” or “Paying Agent” means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2022 Bonds and to pay the principal on the Series 2022 Bonds on behalf of the Issuer. The initial Registrar and Paying Agent for the Series 2022 Bonds is the District Clerk of the Issuer.

“Revenues” means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, connection charges, impact fees imposed with respect to the Series 2022 Project and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter constructed or acquired, and all interest earned by and profits derived from the sale of investments made with the income and revenues of the System.

“Series 2022 Bonds” or “Bonds” means the Issuer’s Water Revenue Bonds, Series 2022 issued in the total principal amount of \$ \_\_\_\_\_ authorized herein.

“Series 2022 Project” means the construction of improvements to its water system (the “System”), including the acquisition of secondary water meters and all related improvements.

“Series 2022 Reserve Account Requirement” means, with respect to the Series 2022 Bonds, an amount equal to \$ \_\_\_\_\_, the maximum annual debt service on the Series 2022 Bonds.

“Sinking Fund Year” means the 12-month period beginning January 1 of each year and ending December 31 of the following year, except that the first Sinking Fund Year will begin on the initial delivery date of the Series 2022 Bonds and will end on the following December 31.

“State” means the State of Utah.

“State Bonds” means the fully registered Series 2022 Bonds issued in substantially the form set forth in Exhibit A in the denominations equal to the aggregate principal amount of the Series 2022 Bonds.

“System” means, collectively, the water facilities of the Issuer, as such facilities now exist, and any other properties now or hereafter owned or operated by the Issuer relating to said facilities and as may hereafter be improved and extended, including specifically all properties of every nature owned by the Issuer and used or useful in the operation of said system, including real estate, personal and intangible properties, contracts, franchises, leases, easements and other interests in real property, whether lying within or without the boundaries of the Issuer, including the whole and each and every part of the water facilities of the Issuer, including the Series 2022 Project to be acquired and constructed pursuant to this Master Resolution, and all real, personal, and mixed property, of every nature now or hereafter owned by the Issuer and used or useful in the operation of

said System, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while the Series 2022 Bonds remain Outstanding.

Section 1.2. Master Resolution to Constitute Contract In consideration of the purchase and acceptance of any and all of the Series 2022 Bonds authorized to be issued hereunder by the Owners thereof from time to time, this Master Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Series 2022 Bonds; and the pledge made in this Master Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Series 2022 Bonds all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction of any of the Series 2022 Bonds over any other thereof, except as expressly provided in or permitted by this Master Resolution.

## ARTICLE II

### ISSUANCE OF SERIES 2022 BONDS

Section 2.1. Principal Amount, Designation, Series, and Interest Rate. The Series 2022 Bonds are hereby authorized for issuance for the purpose of providing funds to (a) finance the Series 2022 Project and (b) pay costs incurred in connection with the issuance of the Series 2022 Bonds.

The Series 2022 Bonds shall be limited \$[\_\_\_\_\_] in aggregate principal amount, shall be issued (a) if issued as State Bond(s), in the form set forth in Exhibit A and (b) if issued as Exchange Bonds, in the form set forth in Exhibit B, in fully registered form and shall bear interest at the rate of [one percent (1.00%) per annum and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2022 Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2022 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2022 Bonds shall be designated as, and shall be distinguished from the bonds of all other series by the title, "Roy Water Conservancy District, Utah Water Revenue Bonds, Series 2022."

The Series 2022 Bonds shall be in such form as to permit the Board of Water Resources to make incremental advances on its total loan commitment to the Issuer during the period of acquisition and construction of the Series 2022 Project.

Section 2.2. Advances of Proceeds. On or before fifteen (15) days prior to the first day of each calendar quarter beginning prior to the payment by the Issuer of costs of construction of the Series 2022 Project, or at such other time as shall be specified by the Board of Water Resources, the Issuer shall provide to the Board of Water Resources a certificate setting forth a schedule of the costs of construction which the Issuer estimates will become due and payable by the Issuer during the next calendar quarter. Advances made by the Board of Water Resources on the basis of such certificates shall be deposited in the Series 2022 Bond Fund. All such advances shall be in the amount of \$1,000 or any

integral multiple thereof. Upon receipt of evidence of deposit of each advance in the Series 2022 Bond Fund, the District Manager of the Issuer shall give telephonic authorization followed by written confirmation to the Board of Water Resources to stamp or write the date and amount of such advance made by the Board of Water Resources in the appropriate place on the Certificate of Dates of Payment and Amount appearing on the State Bonds. Each advance made by the Board of Water Resources on the State Bonds shall constitute proceeds of the State Bonds and shall be deemed to constitute the full purchase price of the corresponding principal amount of the State Bonds noted on the Certificate of Dates of Payment and Amount appearing on the State Bond(s).

Section 2.3. Date and Maturities. The Series 2022 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section 2.3. The Series 2022 Bonds shall be initially issued as a single fully registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2022 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. Payment of interest on delinquent installments, if any shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner.

So long as the Board of Water Resources is the Registered Owner of the Series 2022 Bonds, payments of principal and interest shall be made by check or draft and mailed to the Board of Water Resources as the Registered Owner at the address shown on the registration books maintained by the Registrar. So long as the Board of Water Resources is the Registered Owner of the Series 2022 Bonds, in lieu of presentation or the surrender of the Series 2022 Bonds to the Paying Agent for notations by the Paying Agent of such payments, the Board of Water Resources, by its Chair or his/her designee, shall endorse such payments upon the Series 2022 Bonds.

If any annual installment of principal of and interest on the Series 2022 Bonds is not paid when due and payable, the Issuer shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid.

The Issuer shall make annual principal payments on \_\_\_\_\_ and \_\_\_\_\_ beginning \_\_\_\_\_, together with interest accruing at the rate of 1.00% per annum from the dated date of the Series 2022 Bonds on the principal amount outstanding payable on \_\_\_\_\_ of each year beginning \_\_\_\_\_, such interest to accrue from the date of each incremental advance of the principal, until the total principal sum shall be paid in full as follows:



Principal Installment Payment Date (_____)	Principal <u>Payable</u>	Principal Installment Payment Date (_____)	Principal <u>Payable</u>
		2038	
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2035			
2036			
2037			

If less than \$\_\_\_\_\_ is advanced on the Series 2022 Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in inverse order of payment (and the amount of the final remaining principal payment shall be reduced, if required) to correspond to the maximum principal amount of the Series 2022 Bonds.

Section 2.4. Optional Redemption and Redemption Prices. Each principal payment of the Series 2022 Bonds is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due dates thereof, and by lot selected by the Issuer, if less than all of the Series 2022 Bonds of a particular due date are to be redeemed, upon notice as provided in Section 2.5 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Board of Water Resources with respect to the Series 2022 Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.5. Notice of Redemption for Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.5. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Exchange Bonds, including series, to be redeemed, the identification numbers of the Exchange Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Exchange Bonds;

(iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Exchange Bond or portion thereof called for redemption; and

(vii) the place where such Exchange Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) Upon the payment of the redemption price of Exchange Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Exchange Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of such a redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

Notice of redemption shall be given, not more than forty-five (45) days nor less than thirty (30) days prior to the redemption date, to Registered Owners of the Exchange Bonds, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Exchange Bonds or portions thereof redeemed but who failed to deliver Series 2022 Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner of such Series 2022 Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Series 2022 Bonds.

In case any Exchange Bond is to be redeemed in part only, the notice of redemption which relates to such Exchange Bond shall state also that on or after the redemption date,

upon surrender of such Series 2022 Bond, a new Series 2022 Bond in principal amount equal to the unredeemed portion of such Series 2022 Bond will be issued.

Section 2.6. Execution and Delivery of the Series 2022 Bonds. The Chair or Vice Chair of the Issuer is hereby authorized to execute by manual or facsimile signature the Series 2022 Bonds and the District Clerk of the Issuer to countersign by manual or facsimile signature the Series 2022 Bonds and to have imprinted, engraved, lithographed, stamped, or otherwise placed on the Series 2022 Bonds the official seal of the Issuer. The District Clerk is hereby authorized to deliver to the Board of Water Resources the Series 2022 Bonds upon payment to the Issuer of the proceeds of the Series 2022 Bonds.

Section 2.7. Delinquent Payments. Payments of principal of and/or interest on the Series 2022 Bonds which are delinquent from the due date thereof shall draw interest at the rate of [eighteen percent (18%)] per annum on the delinquent payment from said due date until paid in full.

Section 2.8. Exchange of Series 2022 Bonds. As long as the Board of Water Resources is the sole Registered Owner of the Series 2022 Bonds, the Series 2022 Bonds shall be issued only as State Bonds in the form prescribed in Exhibit A. It is recognized that the Board of Water Resources may sell or otherwise transfer the Series 2022 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63B, Chapter 1b, Utah Code Annotated 1953, as amended, or otherwise. In the event the Board of Water Resources determines to sell or otherwise transfer all or a portion of the Series 2022 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the Series 2022 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section 2.8 and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2022 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Board of Water Resources pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit B, and shall be executed pursuant to authorization contained in Section 2.6 hereof. Each principal payment on the Series 2022 Bonds not previously paid or cancelled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2022 Bonds for Exchange Bonds, provided that the Board of Water Resources shall pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

In the event the Issuer issues additional bonds pursuant to a General Indenture of Trust and Supplemental Indenture of Trust, the Board of Water Resources agrees, at no cost to it, to issue an exchange bond to replace the Series 2022 Bonds to allow for a trustee to act as paying agent and bond registrar for the exchange bond.

## ARTICLE III

### REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1. Execution of and Registration of Series 2022 Bonds; Persons Treated as Owners. (a) The Series 2022 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2022 Bonds to be kept by the District Clerk who is hereby appointed the Registrar of the Issuer with respect to the Series 2022 Bonds. Any Series 2022 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2022 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2022 Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Series 2022 Bond surrendered for transfer. Series 2022 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2022 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2022 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2022 Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2022 Bond for redemption.

(b) Series 2022 Bonds surrendered for payment, redemption, or exchange, shall be promptly cancelled and destroyed by the Issuer.

(c) The Issuer, the Registrar, and the Paying Agent may treat and consider the person in whose name each Series 2022 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar, nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2022 Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2022 Bond to the extent of the sum or sums so paid.

(d) The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2022 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2022 Bond shall be delivered.

Section 3.2. Deposit of Bond Proceeds. The proceeds from the sale of the Series 2022 Bonds shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Series 2022 Project including the payment of costs of issuance of the Series 2022 Bonds. Any unexpended proceeds balance remaining in the Escrow Account after completion of the Series 2022 Project shall be paid immediately into the “Roy Water Conservancy District Bond Fund” hereinafter referred to as the “Sinking Fund” established hereunder, and shall be used only for the prepayment of the Series 2022 Bonds. Principal last to become due shall be prepaid first, and in the event less than all of the principal amount of the Series 2022 Bonds maturing on the last due date are to be redeemed, the Issuer shall by lot select those Series 2022 Bonds to be prepaid. Proceeds from the sale of the Series 2022 Bonds on deposit in the Escrow Account, may at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the expenditure of money or a transfer of unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.

Section 3.3. The Series 2022 Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Master Resolution elsewhere contained, the principal and interest on the Series 2022 Bonds shall be payable out of 100% of the Net Revenues, and in no event shall the Series 2022 Bonds be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Net Revenues to pay the Series 2022 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make said funds available and has not pledged any of such funds for such purpose.

Section 3.4. Flow of Funds. From and after the delivery date of the Series 2022 Bonds and until all the Series 2022 Bonds and any Additional Bonds have been fully paid, the Net Revenues shall be set aside into the Roy Water Conservancy District Water Revenue Fund referred to herein as “Revenue Fund” established hereunder. The Issuer will thereafter make accounting allocations of the funds deposited in said Revenue Fund for the following purposes and in the following priority:

- (a) There shall be allocated to a subaccount established on the books of the Issuer hereunder known as the “Bond Fund,” such amounts as will assure, to the extent of the availability of Revenues, the prompt payment of the principal and interest, if any, on the Series 2022 Bonds as shall become due and on all bonds or obligations issued in parity therewith (including Additional Bonds). The amount to be so set aside with respect to the Series 2022 Bonds shall, as nearly as may be practicable, be set aside and allocated to the Bond Fund, annually, on or before the tenth day of each \_\_\_\_\_, beginning \_\_\_\_\_, an amount equal to the principal and interest payable on the Series 2022 Bonds on the next succeeding

payment date to the end that there will be sufficient funds allocated to the Bond Fund to pay the principal and interest, if any, on the Series 2022 Bonds and principal and interest on all bonds or obligations issued on a parity therewith, including Additional Bonds, as and when the same become due. Amounts allocated to the Bond Fund shall be used solely for the purpose of paying the Series 2022 Bonds and principal and interest on all bonds or obligations issued in parity therewith, including Additional Bonds, if applicable, and shall not be reallocated, transferred, or paid out for any other purpose. In the event insufficient moneys are available to make prompt payment of the full principal and interest on the Series 2022 Bonds as shall become due and the principal and interest on all bonds and obligations issued in parity therewith, including Additional Bonds, such moneys shall be allocated pro rata based on the amount of principal and interest next coming due on the Series 2022 Bonds and any Additional Bonds.

(b) The Issuer shall, upon the issuance of the Series 2022 Bonds, deposit annually \$ \_\_\_\_\_ into a subaccount established on the books of the Issuer known as the “Series 2022 Reserve Account” until the Series 2022 Reserve Account Requirement of \$ \_\_\_\_\_ has been met. Amounts deposited in the Series 2022 Reserve Account shall be used to pay the principal and interest falling due on the Series 2022 Bonds at any time when there are insufficient funds in the Bond Fund to pay the same, but pending such use may be invested as hereafter provided. No further deposits to said Series 2022 Reserve Account need be made unless payments from said Series 2022 Reserve Account have reduced the same below the Series 2022 Reserve Account Requirement, in which event the Issuer agrees to deposit prior to the next payment date on the Series 2022 Bonds legally available moneys into the Series 2022 Reserve Account until there shall be on deposit therein \$ \_\_\_\_\_. In lieu of a separate subaccount as provided herein, the Issuer may use internal notations on its books in order to account for the accumulation and maintenance of the Series 2022 Reserve Account Requirement.

(c) All remaining funds, if any, in the Bond Fund after all of the payments required to be made into the Bond Fund and Series 2022 Reserve Account have been made, may be used by the Issuer (i) to purchase or prepay any Bond in accordance with the provisions hereof governing prepayment of the Bonds authorized hereunder in advance of maturity or, in the case of Additional Bonds, in accordance with the provisions of the resolution authorizing such Additional Bonds governing prepayment of such Additional Bonds in advance of maturity, including payment of expenses in connection with such purchase or prepayment; and (ii) to pay the principal or prepayment price of on any Bonds, for any other lawful purpose, including without limitation, payment of other obligations of the Issuer.

(d) If at any time the Net Revenues of the Issuer shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Net Revenues thereafter received by the Issuer or from other legally available moneys of the Issuer.

Section 3.5. Investment of Funds. All money maintained on deposit in the Bond Fund, the Series 2022 Reserve Account, and in the Escrow Account shall be held as special and not as general deposits, the beneficial interest in which shall be in the registered owners from time to time of the Bonds. All money so maintained on deposit with the Issuer and the Escrow Agent shall be secured to the fullest extent required or permitted by the laws of the State of Utah pertaining to the securing of public deposits. All or part of the money in the Bond Fund and in the Escrow Account shall be invested by the Issuer or the Escrow Agent, as the case may be, in permitted investments, but any such investments so made shall always be such that the obligations mature or become optional for redemption in amounts and at times so as to assure the availability of the proceeds thereof when needed for the purpose for which such funds were created. Investment earnings on all such investments permitted hereunder shall be maintained in said funds or accounts and used for the purpose for which such fund or account was created. Whenever any money so invested from the Bond Fund or the Escrow Fund is needed for the purpose for which such fund was created, such investments, to the amount necessary, shall be liquidated by the Depository Bank at the direction of the Issuer, and the proceeds thereof applied to the required purpose. Investment earnings received on all investments in the Series 2022 Reserve Account shall be maintained in the Series 2022 Reserve Account until there shall be on deposit therein the Series 2022 Reserve Account Requirement. Thereafter, any investment earnings shall be transferred to the Bond Fund to be used to make payment on the Series 2022 Bonds.

#### ARTICLE IV

#### COVENANTS

Section 4.1. Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2022 Bonds issued hereunder, the following:

(a) The Issuer covenants that it shall fund and maintain as provided herein all funds referenced herein until such time as the Series 2022 Bonds have been paid in full.

(b) While any of the Series 2022 Bonds remain outstanding and unpaid, any resolution or other enactment of the Board of Trustees of the Issuer, applying the Net Revenues for the payment of the Series 2022 Bonds shall be irrevocable until the Series 2022 Bonds have been paid in full, and shall not be subject to amendment or modification in any manner which would impair the rights of the holders of the Series 2022 Bonds or which would in any way jeopardize the timely payment of principal and interest when due.

(c) The rates for all water service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient for the retirement and/or redemption of the Series 2022 Bonds, provided such rates must be reasonable rates for the type, kind, and character of the service rendered. There shall be no free service and there shall be charged against all users of the System, except for the Issuer, such rates and

amounts as shall be adequate to meet the debt service payments on the Series 2022 Bonds when due. All Net Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the cost of operating and maintaining the System, and the payment of the Series 2022 Bonds as hereinabove provided.

(d) Each Bondholder shall have a right, in addition to all other rights afforded it by the laws of Utah, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge and collect reasonable rates for services supplied by the System sufficient to meet all requirements of this Master Resolution.

(e) The Issuer will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost.

(f) So long as any Series 2022 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the receipt and use of the Revenues. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the Revenues, and that such audit will be available for inspection by the Bondholder; provided, however, during such periods of time as the Board of Water Resources is the Registered Owner of the State Bonds, each such audit will be supplied to the Board of Water Resources as soon as completed without prior request therefor by the Board of Water Resources.

The Bondholder may, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular Sinking Fund Year set forth in this Subsection Section 4.1(f), provided, however, that such waiver shall not apply to the reporting requirements of the Issuer set forth in Section 4.1(f) herein.

(g) In addition to the reporting requirements set forth in Subsection Section 4.1(f) above, the Issuer shall submit to the Board of Water Resources within one hundred eighty (180) days following the close of each Sinking Fund Year, a summary report substantially in the form as provided by the Board of Water Resources to the Issuer upon purchase of the Series 2022 Bonds.

If a Bondholder is other than the Board of Water Resources, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Sinking Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.



(h) The Bondholder shall have the right at all reasonable times to inspect the Series 2022 Project, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to it financial statements and other information relating to the Issuer and the Series 2022 Project as it may from time to time reasonably require.

(i) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the Series 2022 Project, or any part thereof or upon the Net Revenues, as well as any lawful claims which if unpaid might by law become a lien or charge upon the Series 2022 Project or the Net Revenues or any part thereof or which might impair the security of the Series 2022 Bonds, except when the Issuer in good faith contests its liability to pay the same.

(j) The Issuer will maintain its corporate identity, will make no attempt to cause its corporate existence to be abolished and will resist all attempts by other municipal corporations to annex all or any part of the territory now or hereafter in the Issuer or served by the Series 2022 Project.

(k) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Sinking Fund.

(l) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Series 2022 Bonds have been paid in full, except that the Issuer may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(m) The Issuer may consolidate the bills submitted for water service and for any other service provided by the Issuer, if applicable for those persons who are liable for the payment of charges for such services and require that each such consolidated bill be paid in full as a unit, and refuse to permit payment of one portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any water bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all water service to the water user concerned to be cut off immediately. The Issuer shall reserve the right to

reasonably adjust these billing procedures to protect the health and safety of customers or in response to a declared emergency or similar situation.

(n) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(o) The Issuer will not grant a franchise for the operation of any competing water system within its corporate limits, as long as the Series 2022 Bonds authorized herein remain outstanding.

(p) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

(q) All payments falling due on the Series 2022 Bonds shall be made to the Bondholder thereof at par and all charges made by the Depository Bank for its services shall be paid by the Issuer.

Section 4.2. Disbursements. Notwithstanding any other provision herein, to the contrary, the Issuer recognizes and agrees that not more than \$\_\_\_\_\_ may be disbursed from the Series 2022 Construction Account for the Board of Water Resources' approved portion of the Series 2022 Project (each a "Subproject"), unless and until the Issuer has satisfied each of the following conditions: (a) the Issuer must supply to the Board of Water Resources written evidence reasonably satisfactory to the Board of Water Resources that (i) the Issuer has completed plans and specifications for the Subproject being financed with additional funds to be advanced and deposited into the Series 2022 Construction Account and has obtained the approval of the Board of Water Resources with respect thereto; (ii) the Issuer has advertised for bids and opened bids relating to the construction of the Series 2022 Subproject and is prepared to award the construction contract to the successful bidder, and (iii) the total principal amount of the Series 2022 Bonds (together with any other equity funds deposited by the Issuer) are sufficient to cover the costs of completing the Series 2022 Subproject; and (b) the Issuer's attorney must supply to the Board of Water Resources a written legal opinion certifying that (i) the process used by the Issuer in soliciting bids and awarding the contract to complete the construction of the Series 2022 Subproject was consistent with all legal procurement statutes, rules and requirements and (ii) the Issuer has obtained all necessary easements, rights-of-way, permits, licenses, and approvals required

by law, whether state or federal, to be obtained by the Issuer in connection with the acquisition, construction, improvement, and extension of the Series 2022 Subproject. Unless otherwise agreed by the Board of Water Resources in writing, if the Issuer fails to satisfy all of these requirements within 36 months after the Original Issue Date, the Board of Water Resources may give written demand to the Trustee, whereupon the Trustee shall, without requiring further authorization from any party, disburse to the Board of Water Resources all funds then held in the Series 2022 Construction Account, including interest thereon through the date of said demand, and the funds disbursed to the Board of Water Resources shall be applied by the Board of Water Resources as a prepayment of the principal on the Series 2022 Bonds, in inverse order of principal maturities.

Section 4.3. Additional Indebtedness. No additional indebtedness, bonds or notes of the Issuer secured by a pledge of the Net Revenues senior to the pledge of Net Revenues for the payment of the Bonds herein authorized shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable on a parity with the Series 2022 Bonds out of Net Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default is existing under this Master Resolution on the date of authentication of such Additional Bonds, unless the Owners of all Outstanding Bonds have each consented to the issuance of such Additional Bonds despite the existence of an Event of Default.

(b) Net Revenues for the Bond Fund Year immediately preceding the proposed date of issuance of such Additional Bonds are at least equal to [125%] of the Average Annual Debt Service Requirement on all Bonds; provided, however, that such Revenue coverage test shall not apply to the issuance of any Additional Bonds to the extent they are issued for refunding purposes and the Average Annual Debt Service for such Additional Bonds does not exceed the then remaining Average Annual Debt Service for the Bonds being refunded therewith.

(c) All payments required by this Master Resolution to be made into the Bond Fund must have been made in full, and there must be in the Series 2022 Reserve Account the full amount required by this Master Resolution to be accumulated therein at such time.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. Default and Remedies. Failure of the Issuer to (i) pay principal or interest on the Series 2022 Bonds, when due and payable, or (ii) perform any covenant or requirement of the Issuer under this Master Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure shall constitute an event of Default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay an interest penalty equal to [eighteen percent (18%)] per annum of the outstanding principal amount on the Series 2022 Bonds, said interest penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured by the Issuer. Said interest penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Net Revenues for purposes of applying said Net Revenues toward the Revenue allocations required in Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power, or remedy accruing upon a default shall impair any such right, power, or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power, or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2. Amendments to Master Resolution. Provisions of this Master Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2022 Bonds, no change, variation, or alteration of any kind in the provisions of this Master Resolution shall be made in any manner until such time as all of the Series 2022 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Master Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Master Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2022 Bonds then outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the District Clerk for public inspection. Should a Bondholder consent to the proposed amendment to this Master Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least seventy-five percent (75%) of the principal of Series 2022 Bonds outstanding, the governing body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section 5.2 shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on delinquent payments, without the consent of the Bondholder of such Series 2022 Bonds, or (b) a reduction in the amount or

extension of the time of any payment required by any Fund or account established hereunder without the consent of the Bondholders of all the Series 2022 Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Series 2022 Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Series 2022 Bonds then outstanding, without the consent of the Bondholders of all the Series 2022 Bonds at the time outstanding which would be affected by the action to be taken.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3. Maintenance of Proceedings. A certified copy of this Master Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the District Clerk where it shall be made available for inspection by any Bondholder or his agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Master Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction, or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Master Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal on the Series 2022 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2022 Bonds.

Section 5.4. Defeasance of the Series 2022 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Series 2022 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Master Resolution and any and all estate, right, title, and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2022 Bonds) shall be cancelled and discharged.

Any Series 2022 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2022 Bonds (whether such due date be by reason of maturity

or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2022 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2022 Bonds).

Section 5.5. Sale of Series 2022 Bonds Approved. The sale of the Series 2022 Bonds to the Board of Water Resources, at par, is hereby ratified, confirmed, and approved.

Section 5.6. Bondholders Not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition of the Series 2022 Project.

Section 5.7. Notice of Public Hearing and Bonds to be Issued. In accordance with the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, the Issuer has previously authorized the publication of a “Notice of Public Hearing and Bonds to be Issued” (a) once in the Standard Examiner a newspaper having general circulation in the Issuer; (b) posted on the Utah Public Notice website created under Section 63A-16-601, Utah Code Annotated 1953, as amended; and (c) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended and confirms the publication and posting of said notices. The public hearing was held on \_\_\_\_\_, 2022, to receive input with respect to the issuance of the Series 2022 Bonds and the potential economic impact that the Series 2022 Project will have on the private sector.

Section 5.8. Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Master Resolution and the documents authorized and approved herein.

Section 5.9. Severability. If any section, paragraph, clause, or provision of this Master Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Master Resolution. It is hereby declared by the governing body of the Issuer that it is the intention of the Issuer by the adoption of this Master Resolution to comply in all respects with the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended.

Section 5.10. Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Master Resolution are, to the extent of such conflict, hereby repealed.

Section 5.11. Effective Date of Resolution. This Master Resolution shall take effect immediately upon its approval and adoption.

Section 5.12. Counterparts. This Master Resolution may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when so executed and delivered, shall constitute but one and the same instrument.

(SEAL)

ROY WATER CONSERVANCY  
DISTRICT, UTAH

By: \_\_\_\_\_  
Chair

ATTEST:

By: \_\_\_\_\_  
District Clerk

EXHIBIT A

FORM OF STATE BONDS

UNITED STATES OF AMERICA  
STATE OF UTAH  
ROY WATER CONSERVANCY DISTRICT, UTAH  
WATER REVENUE BOND, SERIES 2022

Roy Water Conservancy District, Utah (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the Net Revenues and sources hereinafter provided, to the Registered Owner last named on the Registration Certificate attached hereto, on the Payment Dates specified below, the Total Amount set forth in the “Certificate of Dates of Payment and Amount” set forth at the end of this Bond (the “Certificate”), but in no event more than the maximum principal amount of \$ \_\_\_\_\_ together with interest accruing beginning \_\_\_\_\_ on the unpaid principal balance from date of delivery of the Bonds, at the rate of one percent (1.00%) per annum (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable annually on \_\_\_\_\_ of each year, with principal and interest payable beginning \_\_\_\_\_. Principal, together with accrued but unpaid interest shall be payable in registered installments on \_\_\_\_\_ of each of the years as set forth in the following Repayment Schedule:

Principal Installment Payment Date (_____)	<u>Principal Payable</u>	Principal Installment <u>Principal Payable</u>
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		



If less than \$ \_\_\_\_\_ in principal is advanced on the Series 2022 Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in inverse order of payment (and the amount of the final remaining principal payment shall be reduced, if required) to correspond to the maximum principal amount of the Series 2022 Bonds.

Except as provided in the following paragraph, principal and interest payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent.

As long as the Board of Water Resources is the registered holder of this Bond, installment payments of principal and interest shall be made by check or draft mailed to the Board of Water Resources as the registered holder at the address shown on the registration books maintained by the Registrar.

If any installment of Bond principal and/or interest is not paid when due and payable, the Issuer shall pay interest on the delinquent installment at the rate of [eighteen percent (18%)] per annum from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest and then to principal.

This Bond is payable solely from a special fund designated the “Roy Water Conservancy District Bond Fund” into which fund and into a reserve therefor, to the extent necessary to assure prompt payment of this Bond, shall be pledged one hundred percent (100%) of the Net Revenues (all as defined in the Master Resolution) to be derived from the operation of the Issuer’s secondary water system (the “System”), all as all as more fully described and provided in the Master Resolution dated as of \_\_\_\_\_, 2022 (the “Master Resolution”), as authorized by the Board of Trustees of the Issuer on September 14, 2022.

This Bond is issued by the Issuer pursuant to (a) the Master Resolution and (b) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, for the purpose of (i) financing all or a portion of the costs of the construction of improvements to its water system (the “System”), including the installation of secondary water meters and related improvements (collectively, the “Series 2022 Project”) and (ii) paying costs of issuance of the Series 2022 Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Master Resolution) and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues (as defined in the Master Resolution).

As provided in the Master Resolution, bonds, notes, and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates, and may otherwise vary as provided in the Master Resolution, and the aggregate principal amount of such bonds, notes, and other

obligations which may be issued is not limited. This Bond and all other bonds, notes, and other obligations issued and to be issued under the Master Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Master Resolution.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Master Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 and any integral multiple thereof.

The Issuer covenants and agrees that any resolution, ordinance, or other enactment of the governing body of the Issuer applying the Net Revenues for the payment of the Bonds shall be irrevocable until these Bonds have been paid in full, and shall not be subject to amendment in any manner which would impair the rights of the holders of such Bonds or which would in any way jeopardize the timely payment of principal when due.

To the extent and in the respect permitted by the Master Resolution, the Issuer covenants and agrees that it will fix rates for water service sufficient to pay when due this Bond, and the principal and interest on all bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind, and character of the service rendered, and will collect and account for the Revenues (as defined in the Master Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System to pay the Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds issued on a parity with this Bond, if any.

The Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the District Clerk of the

Issuer, who shall be the Registrar. This Bond is transferable only by notation upon said book by the registered owner hereof in person or by its attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in regular and due time, form, and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues (as defined in the Master Resolution) have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds issued on a parity with this Bond, if any, and that said Net Revenues are not pledged, hypothecated, or anticipated in any way other than by the issue of this Bond and all bonds issued on a parity with this Bond, if any.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed (by manual or facsimile signature) by its Chair or Vice Chair and countersigned (by manual or facsimile signature) by its District Clerk under the corporate seal of said Issuer this \_\_\_\_\_, 2022.

(SEAL)

ROY WATER CONSERVANCY  
DISTRICT, UTAH

By: \_\_\_\_\_ (Do Not Sign)  
Chair

COUNTERSIGN:

By: \_\_\_\_\_ (Do Not Sign)  
District Clerk

REGISTRATION CERTIFICATE

(No writing to be placed herein except by  
the Bond Registrar)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
_____	State of Utah Department of Natural Resources, Board of Water Resources	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative of the State of Utah Department of Natural Resources, Board of Water Resources (the "Board"), hereby certifies that the Board has received written authorization from the District Clerk of the Issuer to stamp or write the amount or amounts indicated below on the date or dates set forth opposite such amount(s); that the amount last inserted under the column "Total Principal Sum" is the total amount received by the issuer for the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same.

<u>Amount of Payment</u>	<u>Date of Payment</u>	<u>Total Principal Sum</u>	<u>Board Representative Signature</u>
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____

EXHIBIT B

FORM OF EXCHANGE BOND

UNITED STATES OF AMERICA

STATE OF UTAH

ROY WATER CONSERVANCY DISTRICT, UTAH

WATER REVENUE BONDS, SERIES 2022

Interest Rate

%

Maturity Date

Issue Date

\_\_\_\_\_, 2022

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ Dollars

Roy Water Conservancy District, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the Net Revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, without presentation and surrender thereof, the Principal Amount identified above at the Interest Rate specified above on the Principal Amount hereof (calculated on the basis of a 360 day year of twelve thirty day months) and payable on \_\_\_\_\_ of each year (each an "Interest Payment Date") identified above by the District Clerk of the Issuer (the "Paying Agent"), mailed to the Registered Owner hereof beginning \_\_\_\_\_ and on each \_\_\_\_\_ thereafter until this Bond is paid in full. Principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment at maturity.

If this Bond or any installment of interest hereon is not paid when due and payable, the Issuer shall pay interest on the unpaid amount, together with any delinquent installments of interest at the rate of [eighteen percent (18%)] per annum from the due date thereof until paid in full.

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), issued in exchange for the conversion of the Issuer's Water Revenue Bonds, Series 2022 (the "Series 2022 Bonds") dated \_\_\_\_\_, 2022, in the total principal sum of \$ \_\_\_\_\_, authorized by a Parameters Resolution of the Issuer duly adopted on September 14, 2022 authorizing a Master Resolution dated as of \_\_\_\_\_, 2022 (the "Master Resolution"). This Bond and the issue of Bonds of which it is a part is issued by the Issuer pursuant to (a) the Master Resolution and (b) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, for the purpose of (i) financing the construction of improvements to its water system (the "System"), including the installation of secondary water meters and related improvements (collectively, the "Series 2022 Project") and (ii) paying costs of issuance of

the Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Master Resolution) and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues (as defined in the Master Resolution) of the System.

As provided in the Master Resolution, bonds, notes, and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Master Resolution, and the aggregate principal amount of such bonds, notes, and other obligations which may be issued is not limited. This Bond and all other bonds, notes, and other obligations issued and to be issued under the Master Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Master Resolution.

This Bond is subject to redemption prior to maturity at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer, in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than forty-five (45) days' prior notice, at a redemption price equal to one hundred percent (100%) of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of said Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Master Resolution, the Series 2022 Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 or any integral multiple thereof.

The Issuer covenants and agrees that any resolution, ordinance or other enactment of the governing body of the Issuer applying the Net Revenues for the payment of the Bonds shall be irrevocable until the Bonds have been paid in full, and shall not be subject to amendment in any manner which would impair the rights of the holders of such Bonds or which would in any way jeopardize the timely payment of principal when due.

To the extent and in the respects permitted by the Master Resolution, the Issuer covenants and agrees that it will fix rates for water service sufficient to pay this Bond when due and principal and interest on all bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind, and character of the service rendered, and will collect and account for the Revenues (as defined in the Master Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Master Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds issued on a parity with this Bond, if any.



The Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the District Clerk (the "Registrar") in Riverdale, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited, and declared that all conditions, acts, and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened, and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues (as defined in the Master Resolution) have been pledged and will be set aside into said special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds issued on a parity with this Bond, if any, and that said Net Revenues are not pledged, hypothecated, or anticipated in any way other than by the issue of Bonds of which this Bond is one and all bonds issued on a parity with this Bond, if any.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed (by manual or facsimile signature) by its Chair or Vice Chair and countersigned (by manual or facsimile signature) by its District Clerk with the seal of said Issuer affixed, all as of this \_\_\_\_\_, 2022.

(SEAL)

ROY WATER CONSERVANCY  
DISTRICT, UTAH

By: \_\_\_\_\_ (Do Not Sign)  
Chair

COUNTERSIGN:

By: \_\_\_\_\_ (Do Not Sign)  
District Clerk

ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned sells, assigns, and transfers unto:

\_\_\_\_\_  
(Social Security or Other Identifying Number of Assignee)

\_\_\_\_\_  
(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of as it appears on the face of this Bond in every particular without alteration or enlargement or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: September 9, 2022

SUBJECT: **IV.B. Consideration and Award of Secondary Water Metering Project Phase 4**

---

Eight contractors downloaded plans for the Secondary Water Metering Project Phase 4. The District received bids from two contractors for this project as follows.

<u>Contractor</u>	<u>Bid Amount</u>
Ormond Construction	\$3,461,600.00
Leon Poulsen Construction	\$2,243,305.00

The low bidder is Leon Poulsen Construction for \$2,243,305.00.

A suggested motion would be, “I move that we award the Secondary Water Metering Project Phase 4 to Leon Poulsen Construction in the amount of \$2,243,305.00.”

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: September 9, 2022

SUBJECT: **IV.C. Consideration of Contract for Secondary Water Metering Project  
Public Involvement**

---

Attached is a contract from WSP for public involvement services for the upcoming secondary water metering project. The contract is for services through September 2026. It is recommended the trustees approve the contract for public involvement services.

A *suggested* motion would be, “I move that we approve WSP’s public involvement services contract for the secondary water metering project.”



**CONSULTANT AGREEMENT  
WSP USA INC. AND Roy Water Conservancy District**

Effective Date: 09/19/2022

This document constitutes Consultant Agreement No. 1 (“Consultant Agreement”) between Roy Water Conservancy District (“Client”) and WSP USA Inc. (“Consultant”), to provide professional consultant services to the Client for the Secondary Metering Public Involvement Project as described herein.

Consultant is authorized by Client pursuant to this Consultant Agreement, which is effective as of the above-mentioned date, to provide professional services with regard to the referenced project, as specified in Exhibit C, which is Consultant’s proposal and/or scope of work for the Project (the “Services”). Unless terminated or extended, this Agreement shall expire on Sept. 1, 2026. Upon the mutual agreement of the Parties prior to expiration of the term, the term of this Agreement may be extended, with an agreed-upon increase to the compensation amount.

It is mutually agreed that Consultant will be compensated as shown in Exhibit D, which is Consultant’s price proposal to Client for the Project.

After execution of this Consultant Agreement, Consultant will transmit to Client insurance certificate(s) showing the referenced Consultant Agreement Number, the Project Name and insurance limits and terms that meet the conditions of this Consultant Agreement, all as shown in Exhibit A.

This document accurately states the agreement between Consultant and Client for the Services. This is an integrated Agreement composed of this Signatory page and Exhibits A, B, C and D and supersedes and replaces any and all terms and conditions of any prior or contemporaneous agreements, communications, arrangements, negotiations or representations, written or oral, with respect to the Services to be provided by the Consultant.

ACCEPTED AND AGREED by the Parties’ Authorized Representatives:

WSP USA Inc.

By: \_\_\_\_\_  
Name: Joshua Palmer  
Title: Sr Director – Water; WSP

By: \_\_\_\_\_  
Name: Rodney Banks  
Title: General Manager; RWCD

- Exhibit A- Insurance
- Exhibit B- General Terms and Conditions
- Exhibit C- Scope of Services
- Exhibit D- Compensation terms
- Exhibit E- Rates and Cost



## EXHIBIT A

### 1. INSURANCE

a. The Consultant shall affect and maintain the following insurance coverages, at its own cost and expense:

1.) Worker's Compensation and Employer's Liability Insurance coverage to include all statutory Worker's Compensation benefits to the employees of Consultant who may sustain work-related injuries, death or diseases. Such insurance shall comply with the statutory requirements of the state in which the work is being performed.

2.) Commercial General Liability Insurance coverage with Comprehensive Broad Form Endorsement to include Consultant's liability for death, bodily injury, advertising liability and property damage to third parties resulting from Consultant's activities, with combined single effective and available amount of One Million Dollars (\$1,000,000.00) per occurrence.

3.) Automobile Liability Insurance coverage to include Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities covering use of owned, hired and non-owned vehicles, with combined single effective and available amount of One Million Dollars (\$1,000,000.00) per occurrence.

4.) Professional Liability Insurance coverage with effective and available amount of One Million Dollars (\$1,000,000.00) per claim and in annual aggregate.

b. The Consultant shall furnish the Client with certificates of insurance showing that the Consultant has complied with this Article. Thirty (30) days written notification of cancellation or non-renewal of the policies will be given to the Client. Insurance certificates will be provided annually during the term of the Consultant Agreement, and shall restate the effective value of the coverage provided. Renewal certificates are due to Client thirty (30) days prior to expiration of the current certificate.

### 2. INDEMNITY, CONSEQUENTIAL DAMAGES

The Consultant shall indemnify Client from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability to the extent caused by the negligent acts, errors, or omissions of the Consultant, its officers, or employees in the performance of Services under this Agreement, however, the Consultant does not assume any risk of damages to property that is incorporated in, or shall be incorporated in, or is located at the Project site which is not within the possession of the Consultant or under the Consultant's direction or control.

To the fullest extent permitted by law, neither party shall be liable to the other, for any consequential, incidental, special, exemplary, or indirect damages whatsoever and however caused and on any theory of liability arising from the Services provided hereunder including but not limited to claims for loss of profits or revenue.

### 3. LIMITATION OF LIABILITY

**To the fullest extent permitted by law, Consultant and its employees' total aggregate liability to Client and any third parties, regardless of the legal theory under which liability is imposed, is limited to the amount of the total compensation actually paid to Consultant by the Client pursuant to this Agreement. This aggregate limit includes attorneys' fees' incurred or awarded under this Agreement.**



## EXHIBIT B - GENERAL TERMS AND CONDITIONS

1. **SCHEDULE.** The Consultant agrees to provide the Services described and by the due date shown in Exhibit C.
2. **COMPENSATION.** Consultant will be promptly paid by the Client in accordance with the terms provide in Exhibit D. This Agreement will not be paid at a price higher than set forth in Exhibit D without the written consent of Client.
3. **STANDARD OF PERFORMANCE.** The Consultant shall render the Services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are to be performed (“Standard of Care”). The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
4. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor which has entered into an agreement with Client to provide Services and/or Products to Client and is not in a joint venture, partnership, agent-principal or employer-employee relationship with Client. The Consultant’s personnel shall not be employees of, nor have any contractual relationship with Client. The Consultant, consistent with its status as an independent contractor, further agrees that it or its personnel will not hold themselves out as, nor claim to be, officers, agents, representatives or employees of Client.
5. **CHOICE OF LAW AND VENUE.** This Agreement, including but not limited to, its validity, interpretation and performance, and remedies for contract breach or any other claims, shall be governed by and construed in accordance with the laws of the state where the project is located.
6. **DISPUTES.** If a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree, prior to proceeding to litigation, first to try in good faith to settle the dispute by mediation. The venue for any mediation and litigation under this agreement shall be in the County in which the Project is located.
7. **COMPLIANCE WITH THE LAW.** In its professional judgment, Consultant agrees to comply with all federal, state and local laws, rules, regulations, standards, ordinances and administrative codes applicable to the provision of Services, the delivery of Products, the Project site, and jurisdictions in which the Consultant conducts its business. In the event of a change in laws, regulations, et al., of which the Consultant becomes aware and which the Consultant believes affects Services and/or Products, the Consultant shall inform Client of the change and its impact on Services and/ or Products already complete or to be completed, fees and costs involved, and scheduling. Notwithstanding the foregoing, this provision shall not be construed for any purpose as to establish a standard of care for the Consultant’s performance under this Agreement.
8. **NON-DISCRIMINATION.** It is the policy of Client to eliminate and avoid discrimination because of race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. All Consultants providing Services or delivering Products to Client are required to provide employment, training, compensation and other conditions of employment without regard to race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. Violation of this provision will be grounds for suspension, termination or cancellation of this Agreement in whole or part.
9. **SAFETY.** The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction utilized by the construction contractors. Under no circumstances shall the Consultant be responsible for initiating, maintaining, managing or supervising the safety precautions or programs of the construction contractor or its employees, agents, representatives and subcontractors, in connection with their work
10. **TERMINATION.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Should the Consultant not meet the material requirements of this Agreement, the Client may terminate the Services upon 30 days written notice and reasonable opportunity to cure the alleged default. In the case of termination for convenience, Consultant will be compensated its reasonable termination costs. In the case of either termination for convenience or default, Consultant will be paid for all services performed pursuant to this Agreement, up to the date of termination. In no event shall Consultant be obligated to provide drawings, designs, or other documents to Client after notification of termination until full payment for Consultant’s services has been received.
11. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right





of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

**12. ANTI-CORRUPTION.** The Parties shall conduct themselves in accordance with high ethical standards and in compliance with all applicable laws, including without limitation local and international laws prohibiting bribery and other forms of corruption. Each Party undertakes that it (including its respective officers, directors, employees and agents) will not directly or indirectly through any third party or person pay, give, offer, promise or authorize payment of, any monies or anything of value to any official for the purpose of improperly incentivizing or rewarding favorable treatment or advantage in connection with the Proposals, the Services or the Project. For these purposes, "official" includes any official, agent, or employee, or the close relative of any official, agent, or employee, of (i) any level of the Government of the Country where the Project is located (the Government), any department, agency, or any entity that is wholly owned or controlled by the Government, any international public organization, any recognized political party in the Country where the Project is located, any candidate for potential officer in the Country where the Project is located, or (ii) in the case of private sector work, the Project owner or any other private client.

**13. OWNERSHIP OF DOCUMENTS.** The Parties hereto agree that Consultant shall retain ownership and possession of all drawings, specifications, and other documents when its services have been completed and fully compensated. The Client will be provided one set of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on the Project to be done by others, or on other projects, without the prior written consent of Consultant. Such consent shall stipulate what, if any, additional compensation shall be paid to Consultant for such reuse of documents by the Client. In no event shall the receipt of such additional compensation operate as a waiver of Consultant's rights under this Article.



## Exhibit C - Scope and Schedule of Services

**Introduction:** WSP will provide public involvement services for meter installations. All estimates are based on 6,000 meters being installed over the next 4 years.

**Upfront Development Cost:** Rather than charging each client for a new website with the same information and communications deliverables, we spread the cost among participating agencies to save money while reducing risk.

**Public Involvement Plan:** 1 public involvement plan will guide outreach activities, ensuring strategies are aligned with stakeholder groups and their preferred communications media. *\*This task is covered by the development fee.*

**Website Development:** A centralized website will give stakeholders the most up-to-date installation updates as well as education about why metering is happening. The website, rather than pointing at a single entity, highlights the larger legislatively mandated program, thus reducing agency risk. *\*This task is covered by the development fee.*

**Door Hanger and Mailer Design:** A door hanger will be designed, printed and given to contractors to disseminate to the properties that will be receiving meters next. A mailer will be designed and mailed to installation region of focus. *\*This task is covered by the development fee.*

**Social Media Posts/Engagement:** Many people rely on social media platforms for updates, and WSP will use these platforms to educate and engage the public. System-specific social media posts will be charged to the system while general education posts will be split evenly among participating agencies.

**Monthly Reports:** WSP will provide monthly stakeholder coordination reports that include any trend analysis we feel should be addressed in order to reduce risk.

**In-person Stakeholder Meetings:** While in-person meetings is not the focus of this program, escalation is possible. Should an in-person meeting with someone trained in conflict resolution be necessary, WSP has the staff and expertise to assist.



## Exhibit D - Compensation

### 1. Compensation

a. For the performance of the Scope of Services, Client shall compensate the Consultant at the hourly rates ("Rates") shown in Exhibit E, for each hour (or portion thereof) that Services are performed, plus ODCs, up to the not-to-exceed amount ("NTE") shown herein which shall constitute Consultant's Total Compensation.

b. The specified Rates are inclusive of all direct and indirect costs associated with the performance of Services, including, but not limited to, direct labor, overhead, fringe benefits, home office support, and operating margin ("Profit"), unless otherwise specified. The Rates are subject to escalation January 1 of each year.

c. Client will reimburse Consultant for its other direct costs ("ODCs") as follows:

1. Printing costs
2. Postage costs
4. Mileage when travel is requested for in-person meetings

d. The NTE Amount for this Agreement, inclusive of the labor Rates and ODCs, is \$257,586, which will not be exceeded without the written consent of the Client.

### 2. Payment Terms

a. The Consultant shall prepare at the end of each four (4) week period an invoice showing the authorized hours Services were performed and corresponding Rates pursuant to the schedule of Services.

1. Invoices shall be in a form acceptable to Client.
2. Invoices for any approved ODCs shall be taken from books of account kept by the Consultant, and the Consultant shall maintain and have available copies of payroll distribution, receipts, bills, and other documents required by the Client to verify such direct expenses.
3. Payment of the invoices shall be due within thirty (30) days of receipt by Client.

### 2. Payment Terms

a. Upon completion of each subtask or deliverable identified above, the Consultant shall submit its invoice to Client, together with such supporting documentation, as may be required by Client.

1. Invoices shall be in a form acceptable to Client.
2. Invoices for any approved ODCs shall be taken from books of account kept by the Consultant, and the Consultant shall maintain and have available copies of payroll distribution, receipts, bills, and other documents required by the Client to verify such direct expenses.
3. Payment of invoices shall be due within thirty (30) days of receipt by Client.



## Exhibit E: Rates

<i>Title</i>	<i>Rate</i>
<i>Public Involvement Manager</i>	172.15
<i>Public Involvement Coordinator</i>	88.86
<i>Graphic Designer</i>	155.71

<b>Task</b>	<b>Hours</b>	<b>Cost</b>
<b>Public Involvement Plan</b>	Covered by shared development cost	
<b>Website Development</b>	Covered by shared development cost	
<b>Door Hanger and Mailer Design</b>	Covered by shared development cost	
<b>Social Media Set Up</b>	Covered by shared development cost	
<b>Website/Weekly Installation Updates</b>	650	\$68,608.50
<b>Hotline Calls/Emails</b>	1700	\$176,049
<b>Social Media Posts/Engagement (general metering posts hours shared among all users. System specific paid for by system)</b>	148	\$18,025.88
<b>Monthly Reports</b>	148	\$17,149.20
<b>In-person stakeholder meetings</b>	70	\$11,217.60
<b>Share of Development Cost</b>		\$3,000
<b>Estimated Mailer Printing and Postage/Door Hanger Printing</b>		\$3,500
<b>Total</b>	2,716	\$297,550 (\$75,387.50/ year)

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: September 9, 2022

SUBJECT: **IV.D. Consideration of DWRe Contract for Transparent Water Billing**

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The attached contract is the one discussed in August's board meeting. It is for a transparent water billing pilot project and the creation of a customer portal for those of the District's connections who have a meter. The District will receive up to \$75,000 in grant money for the project.

A suggested motion would be, "I move that we approve State of Utah Contract 230296 for a transparent water billing pilot project with the Department of Water Resources (DWRe)."



STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES

Copies:  
DWRe  
Consult

**DIVISION OF WATER RESOURCES**

**Contract No.**  
  
**230296**

Date 12 August 2022

Vendor No. 36782A TIN 87-0288572

Vendor ROY WATER CONSERVANCY DISTRICT

Address 5440 FREEWAY PARK DRIVE

City RIVERDALE State UTAH Zip 84405

c/o Rodney Banks, District Manager Phone 801-825-9744

Commodity Code 99999 Payable X Receivable     

Description PROVIDE GRANT FUNDS FOR A TRANSPARENT WATER BILLING  
PILOT PROJECT

Payment:	Receive:
Frequency <u>As Requested</u>	Frequency <u>    </u>
Amount <u>Variable</u>	Amount <u>    </u>
Total <u>\$75,000 (85%)</u>	Total <u>    </u>
Effective Date <u>4/1/2022</u>	Expiration Date <u>3/31/2026</u>

Fund	Dept	Unit	Approp Unit	Balance Sheet	Expend/ Revenue	Program	Phase	Activity	Total Amount
1000	560	6204	RPD		6137	RP455		XR21	\$75,000

Approved   SGD SGD   TS TS   JRW JRW   JE JE   JSC JSC   CAH CAH   CONT     

JOSH ZIMMERMAN  
Monitor

Josh Zimmerman  
Signature

STATE OF UTAH  
**CONTRACT # 230296**

1. CONTRACTING PARTIES: This contract is between the State of Utah, Department of Natural Resources, **DIVISION OF WATER RESOURCES**, referred to as STATE, and the following CONTRACTOR:

ROY WATER CONSERVANCY DISTRICT

5440 FREEWAY PARK DRIVE

RIVERDALE, UTAH 84405

Vendor # \_\_\_\_\_

Legal Status of Contractor:

Sole Proprietor

Non-Profit Corporation

For Profit Corporation

Partnership

Governmental Agency

Federal Tax ID# 87-0288572

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide grant funds for a transparent water billing pilot project.

3. PROCUREMENT: This contract is entered into as a result of the procurement process through: Grant.

4. CONTRACT PERIOD: Contract is effective April 1, 2022 and will terminate March 31, 2026, unless otherwise terminated or extended in accordance with the terms and conditions of this contract.

5. CONTRACT COSTS: The CONTRACTOR will be paid 85% of the cost of the project, up to a maximum of \$ 75,000 for costs authorized by this contract, including in-kind services provided. Accounting for in-kind services must be itemized and shall include staff assigned, description of work performed, hourly rate including benefits, and hours worked. If in-kind services are approved, they will be reimbursed subsequent to the services being provided, after the STATE receives an itemized invoice.

6. ATTACHMENTS INCLUDED AS A PART OF THIS CONTRACT:

Attachment A – Standard Terms and Conditions

Attachment B – Proposal

Conflicts between Attachment A and other Attachments added will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT

ATTACHED: All other governmental laws, regulations, or actions applicable to services authorized by this contract.


IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

ROY WATER CONSERVANCY DISTRICT

  
\_\_\_\_\_  
Rodney Banks, District Manager

UTAH DIVISION OF WATER RESOURCES

  
\_\_\_\_\_  
Candice A. Hasenyager, Director

  
\_\_\_\_\_  
Budget/Accounting

7/28/22

N/A – Grant, Government Agency  
Division of Purchasing

RECEIVED AND PROCESSED  
BY DIVISION OF FINANCE 8/15/22

Division of Finance

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
  - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
  - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
  - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
  - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and



consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)



**APPLICATION FOR: Water Billing Grant**  
Utah Board of Water Resources

(FOR OFFICE USE ONLY)

Ver. 12/22/21

Application Number: 1006

Date Received: 3-22-22

**INTRODUCTION:**

The purpose of this form is for eligible entities to apply for grant funding for projects implementing water billing engagement, education, and outreach efforts, to reduce water use and report deliverable metrics for customer engagement and reducing water use. Entities eligible for grants include: non-profit incorporated groups, such as mutual irrigation and water companies; political subdivisions of the state, such as cities, towns, and districts; the federal government; and Native American tribes.

**APPLICATION INSTRUCTIONS:**

To submit an application, please follow these steps:

- (1) Fill out this Application
- (2) Include a detailed project description, service provider, platform, software, timeline and budget
- (3) Sign and date the completed application
- (4) Email (preferred) or mail the completed application to:

Josh Zimmerman, Conservation Coordinator  
Division of Water Resources  
PO Box 146201  
Salt Lake City, UT 84114

Email: [joshzimmerman@utah.gov](mailto:joshzimmerman@utah.gov)  
Phone: 801-946-7168

**CONTACT INFORMATION:**

<b>Primary Applicant</b> Roy Water Conservancy District	<b>Vendor Number</b>	<b>Federal Tax Identification Number</b> 87-0288572	
<b>Official Business Address</b> 5440 Freeway Park Drive	<b>City</b> Riverdale	<b>State</b> UT	<b>Zip Code</b> 84405
<b>Primary Contact</b> Rodney Banks	<b>Phone</b> (801) 825-9744	<b>Email Address</b> rodney@roywater.com	
<b>Address</b> 5440 Freeway Park Drive	<b>City</b> Riverdale	<b>State</b> UT	<b>Zip Code</b> 84405
<b>Authorized Agent</b> Rodney Banks	<b>Phone</b> (801) 825-9744	<b>Email Address</b> rodney@roywater.com	
<b>Address</b> 5440 Freeway Park Drive	<b>City</b> Riverdale	<b>State</b> UT	<b>Zip Code</b> 84405
<b>Co-Applicant</b>	<b>Vendor Number</b>	<b>Federal Tax Identification Number</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Primary Contact</b>	<b>Phone</b>	<b>Email Address</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Authorized Agent</b>	<b>Phone</b>	<b>Email Address</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>

<b>PROJECT INFORMATION:</b>						
<b>Partnering Service Provider or Software</b> Aqua Median	<b>Potable Connections</b> N/A	<b>Metered Secondary</b> 893	<b>Unmetered Secondary</b> 9,841	<b>Retrievable Baseline Data in Years</b>	<b>Potable</b> N/A	<b>Secondary</b> 0-5 years

**Insert or attach: Project Description and Timeline:**  
 Roy Water Conservancy District provides secondary water to multiple Northerb Utah cities. The integration of Aqua Median will provide water use analysis and outreach capabilities within Roy, Hoope and West Haven Cities. As more meters are installed, the value of ths integration will only improve.

<b>PROPOSED FINANCING PLAN: (See policy below)</b>			<b>BENEFITS OF PROJECT:</b>	
<b>Division of Water Resources</b>	<b>\$ 75,000</b>	<b>85%</b>	<b>List or attach: estimate of reduced water use, progress toward regional conservation goals, delayed development costs, increased reservoir levels etc.</b>  Similar water use education programs have shown a savings greater than 30 percent in some areas. That being said, savings can vary based on a variety of factors.  *The applicant contribution will be an in-kind donation, due to the time and effort it will take to work with the vendor to gather data, collaborate about available customization, launch the program, analyze results and do public outreach.	
<b>Primary Applicant</b>	<b>\$ 13,500</b>	<b>15%</b>		
<b>Co-applicant</b>	<b>\$ 0</b>	<b>0%</b>		
<b>Other (Specify)</b>	<b>\$ 0</b>	<b>0%</b>		
<b>TOTAL</b>	<b>\$ 88,500</b>	<b>100%</b>		

**POLICY REGARDING COST-SHARING and INKIND SERVICES:**  
 DWRe's cost-share of the water billing project does not exceed 85% of the total project cost. Recipients of grants will be reimbursed for their cash contribution at the approved cost share. In-kind estimates must be shown within the project description and proposed financing plan of this application. Accounting for in-kind services must be itemized and shall include, staff assigned, description of work performed, hourly rate including benefits, and hours worked. If in-kind services are approved, they will be reimbursed subsequent to the services being provided, after DWRe has been provided with an itemized invoice.

**ACKNOWLEDGEMENT AND SIGNATURE:**

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

- (1) Are authorized to make application for assistance on behalf of the applicant.
- (2) Are willing to share data 5 years of historic data, and data gathered throughout the project with the Division of Water Resources.
- (3) Are a qualified applicant and accept the policies and conditions enumerated therein and above.
- (4) Request grant assistance in developing the project described.

Rodney Banks

\_\_\_\_\_ 1-19-22

**Name of Authorized Agent** **Date**

\_\_\_\_\_

**Name of Authorized Agent (co-applicant)** **Date**

**TO BE COMPLETED BT APPROVING DWRE STAFF MEMBER:**

I have reviewed the application and forward it to staff of the Division of Water Resources to prepared for a contract. Comments (if any): See the amended application and documents with the texts boxes of the the price they are assessed for water.

Josh Zimmerman

\_\_\_\_\_ 7-27-22

**Staff Member** **Date**



Aqua Median

## Project Description and Timeline



### Aqua Median™

Creating Water Use Balance

#### Project Details

Aqua Median™ gives water systems the tools needed to fight the waste that impedes future growth and increases resource risk. The software empowers water providers to make a supply difference via comparative data analytics, regional trend visualization, and fun, yet impactful, public engagement tools. It uniquely works with any billing program that can export a data file...and yes, it will convert THAT measurement to gallons. Using Aqua Median™ changes customer water use behavior while keeping individual customer data absolutely safe. The platform is customizable to the needs of the individual water system. Roy Water Conservancy District is excited to integrate Aqua Median™ to their water system.

#### Conservation Customer Engagement

We don't stop at analysis. Aqua Median™ builds a water use profile for each of your customers, allows them to set water efficiency goals and access customizable resources. The profile looks like a tool built by your water system, including your branding and logo. Water systems are able to export custom mailers from the platform to inform people about their comparative use and invite them to learn more via a private profile. The software also makes saving water fun, allowing customers to participate in efficiency competitions.

Aqua Median's goal is to empower water systems to extend their supply and options by eliminating water waste.



### Aqua Median Counts:

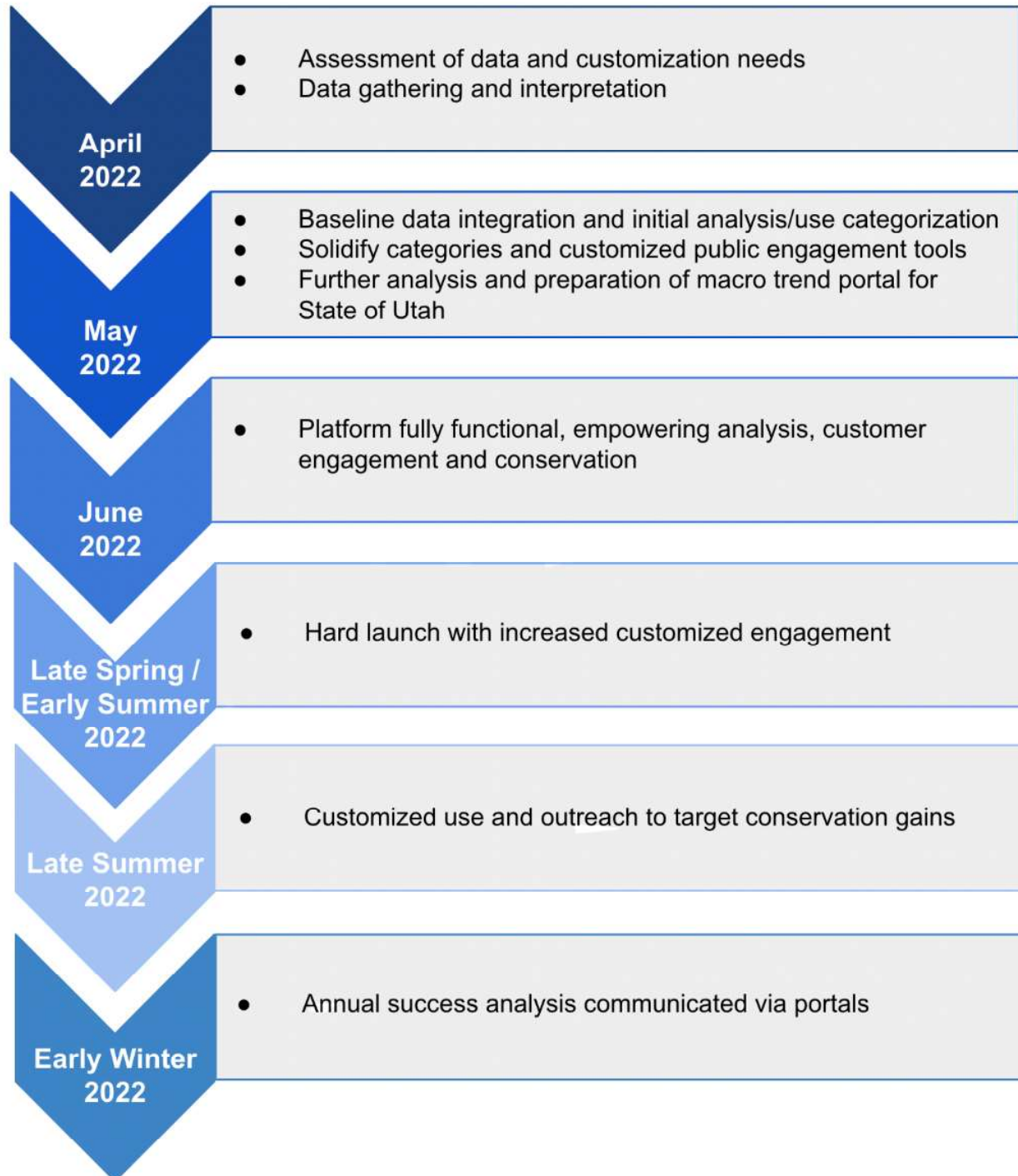
- Who is wasting? Comparisons are tied to lot size so .5 acre lots aren't compared with .15 acre lots.
- Which neighborhoods are drowning in water waste? We built in spatial analysis (data mapping technology) so you can identify which neighborhoods need the most help.
- Customer efficiency rating based on a gallons/acre analysis and system-wide comparisons
- Transparent water can be communicated to customers, incentivizing them to use less water to save money.





Aqua Median

## Proposed Delivery Timeline





Aqua Median

## Program Goals

The integration of water use analysis software combined with communications tools has been proven to generate social norming and engagement practices that result in water conservation. Aqua Median provides both services in one platform. The following are the core objectives Roy Water Conservancy District is pursuing through this program:

- 1) Gain a better understanding of water use trends via Aqua Median's baseline data analysis process
- 2) Create and test Aqua Median's admin portal through which all future data will be uploaded and analyzed by Roy Water Conservancy District.
- 3) Create and publicize the associated customer portal within Aqua Median's platform, educating users about their use, including their use compared to neighbors with a similar lot size.
- 4) Increase the number of customers using the customer portal through city-based communications, public relations tactics and other marketing opportunities.
- 5) Track use and water conservation trends and customize messaging accordingly.
- 6) Send at least one flier or data-integrated newsletter to all customers informing them of their comparative use and encouraging them to track it through the customer portal.
- 7) Analyze the geospatial analysis within the Aqua Median platform to identify and communicate with neighborhoods where water waste is a regional issue.
- 8) Create an end-of-season data report to analyze Aqua Median's impact.
- 9) Analyze lessons learned and create a publicity strategy for the next irrigation season.
- 10) Allow the state to analyze macro data through its funding agency portal.

The Utah Division of Water Resources, as the funding source of this program, will have access to the macro data through the funding agency portal and can communicate with the Aqua Median team at any time with questions about data.

## Impact

Northern Utah has been hit by drought in a historic fashion. Integration of Aquamedian is anticipated to help reduce water use and resource insecurity within Roy Water Conservancy District's service area.

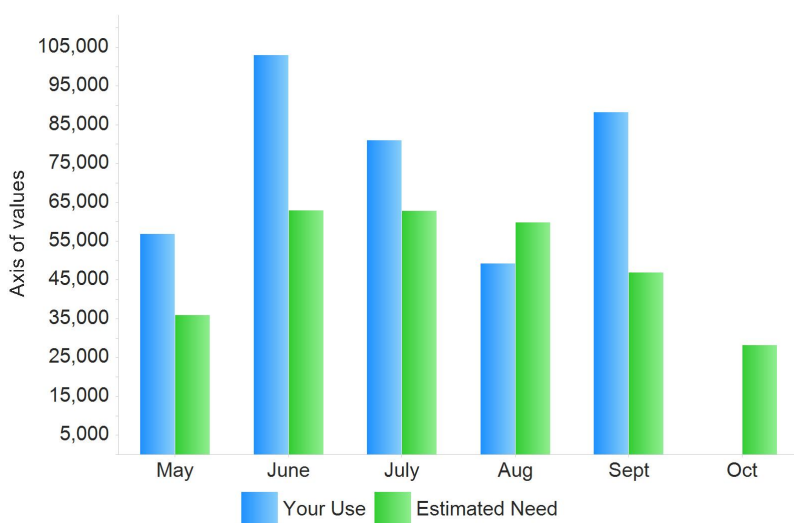




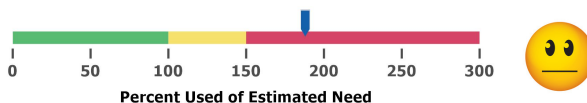
BIG SKY INVESTMENTS 3 LLC  
 4912 COFFEE RD  
 MODESTO, CA 95054

This report is provided as a free resource to manage your irrigation water. For additional information, please visit <http://www.roywater.com>

## SECONDARY WATER USE REPORT



Account Summary	
Water Used This Month	88,232 gal.
Your Water Need Based On Your Landscape Area This Month	46,933 gal.
Your Landscape Area	13,664 (sq. ft.)
Year To Date Use	378,169 gal.
This Month's Percent Of Use To Estimated Need	188%



Meters Assigned To Your Account			
Meter Number	Previous Read 8/15/2021	Current Read 9/24/2021	Water Used This Month
Meter Service Address: 4180 S MIDLAND DRIVE ROY			
87865785	43,047.00	54,841.84	11,794.84 cu ft. 88,232 gal.

**Billing Information**  
 Your water assessment for the 2021 water season is \$220.95.

Your landscape area is derived from aerial imagery and encompasses your entire lot according to county records, excluding your home and driveway footprint. Estimated need is calculated based on evapotranspiration needs of your landscaping from a weather station near your home. This estimated need is dynamic and changes month to month depending on weather conditions.

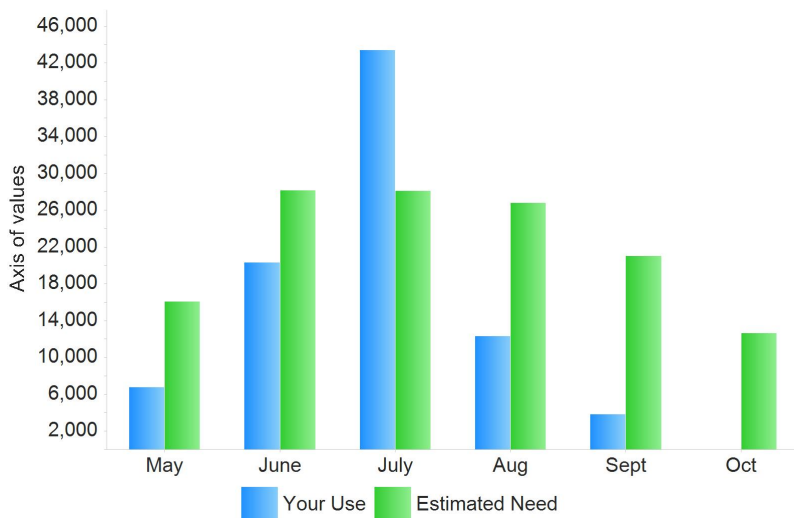
**Information:**

If you have questions regarding this report, a How to Read Your Statement document link at <http://www.roywater.com/customer-information.php>. Other helpful information can be found on the District website at <http://www.roywater.com/conservation.php>. The District water supply is about 50% of normal and is requesting that its customers water accordingly. A watering guide can be found on the District website.

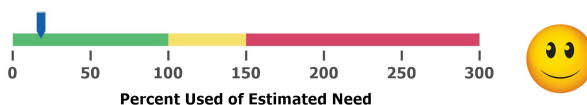
STEVEN L. BISHOP  
 4338 S 2350 W  
 ROY, UT 84067

This report is provided as a free resource to manage your irrigation water. For additional information, please visit <http://www.roywater.com>

## SECONDARY WATER USE REPORT



Account Summary	
Water Used This Month	3,825 gal.
Your Water Need Based On Your Landscape Area This Month	21,018 gal.
Your Landscape Area	6,119 (sq. ft.)
Year To Date Use	86,522 gal.
This Month's Percent Of Use To Estimated Need	18%



Meters Assigned To Your Account			
Meter Number	Previous Read 8/15/2021	Current Read 9/24/2021	Water Used This Month
Meter Service Address: 4338 S 2350 W ROY			
77165235	58,699.83	59,211.16	511.33 cu ft. 3,825 gal.

**Billing Information**  
 Your water assessment for the 2021 water season is \$207.51.

Your landscape area is derived from aerial imagery and encompasses your entire lot according to county records, excluding your home and driveway footprint. Estimated need is calculated based on evapotranspiration needs of your landscaping from a weather station near your home. This estimated need is dynamic and changes month to month depending on weather conditions.

**Information:**

If you have questions regarding this report, a How to Read Your Statement document link at <http://www.roywater.com/customer-information.php>. Other helpful information can be found on the District website at <http://www.roywater.com/conservation.php>. The District water supply is about 50% of normal and is requesting that its customers water accordingly. A watering guide can be found on the District website.

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: September 9, 2022

SUBJECT: **IV.E. Consideration of GovFriend Contract for Transparent Water Billing**

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The attached draft contract is between the District and GovFriend for the transparent water billing and the software for the actual creation of a customer portal for those of the District's connections who have a meter.

A suggested motion would be, "I move that we approve the contract between GovFriend and the District for transparent water billing and customer portal software contingent upon final review by the District's attorney."

# GENERAL CONTRACT FOR SERVICES

This General Contract for Services (~~this~~ "Contract"), is made effective as of the signing of this document, by and between GovFriend Inc., a corporation of 5402 W 5100 S, Hooper, Utah 84315, ("GovFriend"), and Roy Water Conservancy District, a water conservancy district and body politic of the State of Utah of 5440 Freeway Park Drive, Riverdale, Utah 84405, ("RoyWCD"). GovFriend and RoyWCD are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**1. DESCRIPTION OF SERVICES.** GovFriend will deploy the AquaMedian software for RoyWCD. GovFriend will educate RoyWCD on the use and best practices of the software and will assist RoyWCD with functionality of the AquaMedian Software (the "Services"). GovFriend will begin work upon the ~~receipt~~ receipt of payment for \$63,750.00 USD. RoyWCD agrees to conduct all in-kind ~~conrtributions~~ contributions in a timely manner upon request.

**2. PAYMENT.** Payment shall be made to GovFriend Inc. 5402 W 5100 S, Hooper, Utah 84315.

RoyWCD agrees to pay GovFriend as follows: \$63,750.00 no later than two (2) weeks after ~~receivng~~ receiving grant funding from DWRe and before work begins. The remaining amount of \$11,250.00 will be paid after ~~receivng~~ receiving an invoice from GovFriend Inc. and no later than 2 weeks after ~~receivng~~ receiving grant funding from the Division of Water Resources ("DWRe").

In addition to any other right or remedy provided by law, if RoyWCD fails to pay for the Services when due, GovFriend has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. TERM.** This Contract will remain in effect for a period of 3 years.

**4. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- The failure to make a required payment when due.

- The insolvency or bankruptcy of either Pparty.

- The subjection of any of either Pparty's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

- The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**5. REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other Ppartiesy may terminate the Contract by providing written notice to the defaulting Pparty. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**6. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one Pparty may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

7. **AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and signed by both Pparties.

8. **SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Pparty's right to subsequently enforce and compel strict compliance with every provision of this Contract.

10. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Utah.

11. **SIGNATORIES.** This ~~Agreement-Contract~~ shall be signed on behalf of RoyWCD by \_\_\_\_\_ and on behalf of GovFriend by \_\_\_\_\_ and is effective as of the date of signing.

Service Recipient:  
Roy Water Conservancy District

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Service Provider:  
GovFriend Inc

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: September 9, 2022

SUBJECT: **IV.F. Consideration of 2022 District Vehicles Sale**

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Listed below is the sale/trade-in value of each District truck in comparison to the truck purchase and other costs.

<b>Truck</b>	<b>Purchase Price</b>	<b><u>LABOR TO</u> Remove and Replace Light</b>	<b>TOTAL</b>	<b>Estimated Sale Price</b>	<b>Price Difference</b>
2022 Chevrolet Silverado 3500	\$58,301.00	\$0.00	<b>\$58,301.00</b>	\$59,000.00	\$699.00
2022 Chevrolet Silverado 3500	\$58,507.00	\$40.60	<b>\$58,547.60</b>	\$59,000.00	\$452.40
2022 Chevrolet Silverado 3500	\$62,475.00	\$40.60	<b>\$62,515.60</b>	\$63,000.00	\$484.40
2022 Chevrolet Silverado 3500	\$61,132.00	\$40.60	<b>\$61,172.60</b>	\$62,000.00	\$827.40
2022 Chevrolet Silverado 3500	\$58,072.00	\$40.60	<b>\$58,112.60</b>	\$59,000.00	\$887.40
<b>TOTAL</b>	<b>\$298,487.00</b>	<b>\$162.40</b>	<b>\$298,649.40</b>	<b>\$302,000.00</b>	<b>\$3,350.60</b>
				per truck average per year	\$837.65
				per truck average per month	\$69.80

A suggested motion for approval would be, “I move that we approve the 2022 Vehicles Sale and 2023 Vehicles Purchase.”

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: September 9, 2022

SUBJECT: **IV.F. Consideration of 2023 District Vehicles Purchase**

Listed below is the sale/trade-in value of each District truck in comparison to the truck purchase and other costs.

Truck	Purchase Price	<u>Labor to Remove and Replace Light Bar and Toolbox</u>	TOTAL	<u>Anticipated Sale Price</u>	Price Difference
2023 Chevrolet Silverado 3500	\$69,961.00	\$0.00	\$69,961.00	\$70,000.00	\$39.00
2023 Chevrolet Silverado 3500	\$70,208.00	\$40.60	\$70,248.60	\$71,000.00	\$751.40
2023 Chevrolet Silverado 3500	\$74,970.00	\$40.60	\$75,010.60	\$75,000.00	(\$10.60)
2023 Chevrolet Silverado 3500	\$73,358.00	\$40.60	\$73,398.60	\$74,000.00	\$601.40
2023 Chevrolet Silverado 3500	\$69,686.00	\$40.60	\$69,726.60	\$70,000.00	\$273.40
<b>TOTAL</b>	<b>\$358,183.00</b>	<b>\$162.40</b>	<b>\$358,345.40</b>	<b>\$360,000.00</b>	<b>\$1,654.60</b>
				per truck average per year	\$330.92
				per truck average per month	\$27.58

Truck	Purchase Price	<u>Labor to Remove and Replace Light Bar and Toolbox</u>	TOTAL	<u>Anticipated Sale Price</u>	Price Difference
2023 GMC Sierra 3500	\$72,060.00	\$0.00	\$72,060.00	\$72,000.00	(\$60.00)
2023 GMC Sierra 3500	\$72,314.00	\$40.60	\$72,354.60	\$72,000.00	(\$354.60)
2023 GMC Sierra 3500	\$77,219.00	\$40.60	\$77,259.60	\$77,000.00	(\$259.60)
2023 GMC Sierra 3500	\$75,559.00	\$40.60	\$75,599.60	\$76,000.00	\$400.40
2023 GMC Sierra 3500	\$71,777.00	\$40.60	\$71,817.60	\$72,000.00	\$182.40
<b>TOTAL</b>	<b>\$368,929.00</b>	<b>\$162.40</b>	<b>\$369,091.40</b>	<b>\$369,000.00</b>	<b>(\$91.40)</b>
				per truck average per year	(\$18.28)
				per truck average per month	(\$1.52)

Truck	Purchase Price	<u>Labor to Remove and Replace Light Bar and Toolbox</u>	TOTAL	<u>Anticipated Sale Price</u>	Price Difference
2023 Ford F350	\$73,459.00	\$0.00	\$73,459.00	\$72,000.00	(\$1,459.00)
2023 Ford F350	\$73,718.00	\$40.60	\$73,758.60	\$72,000.00	(\$1,758.60)
2023 Ford F350	\$78,719.00	\$40.60	\$78,759.60	\$77,000.00	(\$1,759.60)
2023 Ford F350	\$77,026.00	\$40.60	\$77,066.60	\$76,000.00	(\$1,066.60)
2023 Ford F350	\$73,170.00	\$40.60	\$73,210.60	\$72,000.00	(\$1,210.60)
<b>TOTAL</b>	<b>\$376,092.00</b>	<b>\$162.40</b>	<b>\$376,254.40</b>	<b>\$369,000.00</b>	<b>(\$7,254.40)</b>
				per truck average per year	(\$1,450.88)
				per truck average per month	(\$120.91)

Truck	Purchase Price	<u>Labor to Remove and Replace Light Bar and Toolbox</u>	TOTAL	<u>Anticipated Sale Price</u>	Price Difference
2023 Ram 3500	\$76,957.00	\$0.00	\$76,957.00	\$72,000.00	(\$4,957.00)
2023 Ram 3500	\$77,229.00	\$40.60	\$77,269.60	\$72,000.00	(\$5,269.60)
2023 Ram 3500	\$82,467.00	\$40.60	\$82,507.60	\$77,000.00	(\$5,507.60)
2023 Ram 3500	\$80,694.00	\$40.60	\$80,734.60	\$76,000.00	(\$4,734.60)
2023 Ram 3500	\$76,655.00	\$40.60	\$76,695.60	\$72,000.00	(\$4,695.60)
<b>TOTAL</b>	<b>\$394,002.00</b>	<b>\$162.40</b>	<b>\$394,164.40</b>	<b>\$369,000.00</b>	<b>(\$25,164.40)</b>
				per truck average per year	(\$5,032.88)
				per truck average per month	(\$419.41)

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: September 14, 2022

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

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The following is a reminder of upcoming meetings and events:

Board Meeting – September 14, 2022, at 5:00 p.m.  
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.

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

As of September 13<sup>th</sup>, East Canyon is 53% full, Echo Reservoir is 48% full, and the Weber River basin precipitation is 92% of median. 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.



# INTERNAL AUDIT REPORT

**SEPTEMBER 13, 2022**

(AUGUST 31, 2022, STATEMENTS)

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

COMMENTS: None

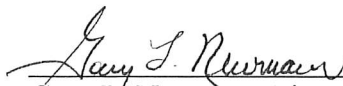
## **Bank of Utah**

1. 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 September 13, 2022 (August 31, 2022 Statements).

  
\_\_\_\_\_  
Gary L. Newman, Vice-Chair

**ZION BANK PURCHASE CARDS**  
**INTERNAL AUDIT REPORT**

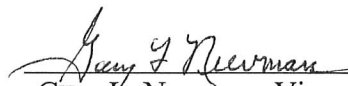
**SEPTEMBER 13, 2022,**  
**(AUGUST 31, 2022 STATEMENTS)**

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

**COMMENTS:** \_\_\_\_\_

1. Zions Bank Control Account: \_\_\_\_\_
2. 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 September 13, 2022 (August 31, 2022 Statements).

  
\_\_\_\_\_  
Gary L. Newman, Vice-Chair

**FINANCIAL REPORT**  
**• SEPTEMBER 2022 •**

**GENERAL FUND**

**PREVIOUS MONTH**

	<b><u>2022</u></b>	<b><u>2021</u></b>	<b><u>2020</u></b>
Balance as of August 1	\$ 145,175.34	\$ 147,145.09	\$ 76,446.97
Deposits	\$ 173,481.82	\$ 92,581.71	\$ 166,171.84
Interest on checking	\$ 259.93	\$ 45.26	\$ 61.51
Withdrawals	\$ 126,249.29	\$ 112,271.07	\$ 163,480.25
Balance	\$ 192,667.80	\$ 127,500.99	\$ 79,200.07

**TO DATE**

Balance as of September 1	\$ 192,667.80	\$ 127,500.99	\$ 79,200.07
Deposits	\$ 463,750.00	\$ 150,000.00	\$ 552,869.71
Withdrawals	\$ 222,220.92	\$ 69,639.29	\$ 483,406.19
Balance	\$ 434,196.88	\$ 207,861.70	\$ 148,663.59

**CAPITAL FACILITIES FUND**

	<b><u>2022</u></b>	<b><u>2021</u></b>	<b><u>2020</u></b>
Balance as of August 1	\$ 123,559.01	\$ 121,891.07	\$ 259,554.00
Deposits	\$ -	\$ -	\$ -
Interest on checking	\$ 161.98	\$ 38.40	\$ 169.10
Withdrawals	\$ -	\$ 274.31	\$ -
Balance	\$ 123,720.99	\$ 121,655.16	\$ 259,723.10

**TO DATE**

Balance as of September 1	\$ 123,720.99	\$ 121,655.16	\$ 259,723.10
Deposits	\$ -	\$ -	\$ -
Withdrawals	\$ -	\$ -	\$ -
Balance	\$ 123,720.99	\$ 121,655.16	\$ 259,723.10

**WEBER BASIN FUND**

	<b><u>2022</u></b>	<b><u>2021</u></b>	<b><u>2020</u></b>
Balance as of September 1	\$ 524,456.49	\$ 420,386.45	\$ 330,091.26

**CONNECTIONS**

	<b><u>2022</u></b>	<b><u>2021</u></b>	<b><u>2020</u></b>
Connections made during the previous month (August)	0	4	4
Total connections made during the current year	13	25	110
Total active connections	10,809	10,795	10,766

**SHARES**

	<b><u>2022</u></b>	<b><u>2021</u></b>	<b><u>2020</u></b>
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 Water Stock to date:	21.5	21.0	20.5

**UTAH PUBLIC TREASURER'S INVESTMENT FUND**

**· OPERATIONS & MAINTENANCE ACCOUNT ·**

		<b><u>RATE</u></b>	<b><u>DATE</u></b>
Balance as of August 1	\$ 4,143,524.39	2.2131%	Ongoing-Flexible
Deposits (by Weber County)	\$ 13,533.59		
Interest	\$ 7,614.47		
Withdrawals (by wire)	\$ 150,850.50		
Balance	\$ 4,013,821.95		

**· METER FUND ACCOUNT ·**

		<b><u>RATE</u></b>	<b><u>DATE</u></b>
Balance	\$ 179,489.76	2.2131%	Ongoing-Flexible

ROY WATER CONSERVANCY DISTRICT

O&M Checks

September 14 - 15, 2022

Sep 14 - 15, 22

Num	Name	Amount
19894	Chad Zito	-\$275.00
19895	Gary L. Newman	-\$200.00
19896	Gary S. Adams	-\$275.00
19897	Jon S. Ritchie	-\$200.00
19898	Mark W. Ohlin	-\$275.00
19899	Ace Recycling & Disposal	-\$139.03
19900	Bingham & Taylor Corp.	-\$4,272.30
19901	Blue Stakes of Utah	-\$685.80
19902	Buffalo Bros. Tire Outfitters, Inc.	-\$15.00
19903	Comcast	-\$938.87
19904	Core & Main LP	-\$140.48
19905	De's Key Service	-\$60.00
19906	Ferguson Enterprises	-\$71,803.76
19907	Ferguson Enterprises	-\$41,805.44
19908	Fuel Network	-\$1,278.01
19909	Home Depot	-\$378.27
19910	J. D. Young & Son Landscape	-\$2,053.00
19911	Jan-Pro of Utah	-\$215.00
19912	Les Olson Company	-\$83.94
19913	Linde Gas & Equipment, Inc.	-\$40.18
19914	Mountainland Supply Company	-\$14,346.60
19915	O'Reilly Automotive	-\$235.45
19916	Opticare Vision Services	-\$96.30
19917	PEHP Group Insurance	-\$12,448.26
19918	PEHP Long-Term Disability	-\$255.28
19919	PEHP Long-Term Disability	-\$250.83
19920	Riverdale City Corporation	-\$181.08
19921	Rocky Mountain Power	-\$19.75
19922	Rocky Mountain Power	-\$38.02
19923	Roy City Corporation	-\$23,751.00
19924	Sam's Club	-\$9.76
19925	Treasure Fire Equipment, Inc.	-\$151.00
19926	Utah Local Governments Trust	-\$776.75
19927	Utah Water Users Association	-\$250.00
19928	Verizon (V)	-\$407.76
19929	Weber Paint Glass & Flooring	-\$8.49
19930	Utah State Tax Commission	-\$2,507.00
19931	Darrell Oleson or Kyle and Lenzy Oleson	-\$5,733.00
19932	Robert Byram & Sons, LLC	-\$3,003.00
19933	J. Darrell & La Vera Byram	-\$273.00
19934	William K. & Linda Byram Family Trust	-\$273.00
19935	Verl D..& Ingrid Byram Family Trust	-\$273.00
19936	Rodney D. Banks	-\$64.00

12:30 PM  
09/14/22

**ROY WATER CONSERVANCY DISTRICT**

**O&M Checks**

September 14 - 15, 2022

<b>Num</b>	<b>Name</b>	<b>Amount</b>
19937	AFLAC	-\$131.80
19938	Courtney L. Harris	-\$1,683.79
19939	Justin J. Sandberg	-\$1,740.95
19940	Kent D. Thurgood	-\$1,796.66
19941	Linda A. Toupin	-\$1,902.32
19942	Nathan S. Doxey	-\$2,260.37
19943	Philip W. Durban	-\$3,208.19
19944	R. Mack White	-\$609.28
19945	Rodney D. Banks	-\$3,701.39
19946	Rocky Mountain Power	-\$14,699.76
	<b>TOTAL</b>	<b><u><u>-\$222,220.92</u></u></b>

Sep 14 - 15, 22