

# ***Roy Water Conservancy District***

5440 Freeway Park Drive  
Riverdale, UT 84405

## **AGENDA**

Monthly Board of Trustees Meeting  
February 8, 2023  
5:00 P.M.

- 5:00 p.m.
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|---|-------------|
| <b>I. CALL TO ORDER</b>   | Chair Ohlin |
| <b>II. PLEDGE OF ALLEGIANCE</b>   | Jon Ritchie |
| <b>III. APPROVAL OF MINUTES</b>   | MOTION      |
| <b>IV. BUSINESS</b>   |             |
| A. Public Comments  |             |
| B. Consideration and Award of Secondary Water Valve Replacement Project   | MOTION      |
| C. Consideration and Award of 3725 South 1900 West Main Line Replacement Project                                    | MOTION      |
| D. Consideration and Award of 2275 West 6000 South Main Line Replacement Project                                    | MOTION      |
| E. Consideration and Award of 2400 West 4200 South Main Line Replacement Project                                    | MOTION      |
| F. Consideration and Award of CAT 304 Mini Excavator  | MOTION      |
| G. Consideration and Award of Utility Trailer   | MOTION      |
| H. Consideration and Award of Asphalt Saw   | MOTION      |
| I. Consideration of Meter Retrofit Project Materials for Board of Water Resources Grant Change Order                | MOTION      |
| J. Consideration of UDOT's 5600 South Master Agreement  | MOTION      |
| K. Consideration of Agreement for Extinguishment of Water Allotment   | MOTION      |
| L. Discussion of Verizon Wireless Easement Agreement  |             |
| M. Consideration of Voting Wilson Irrigation Company Stock at Annual Wilson Irrigation Company Stockholders Meeting | MOTION      |
| <b>V. REPORTS FROM MANAGER &amp; TRUSTEES</b>   |             |
| A. Manager & Trustees Reports   |             |
| B. Review of Monthly Bank Statements and Cancelled Checks   | Gary Newman |
| <b>VI. APPROVAL OF FINANCIAL REPORTS</b>  |             |
| A. Monthly Financial Report   | MOTION      |
| <b>VII. APPROVAL OF CHECKS</b>  |             |
| A. Current Checks   | MOTION      |
| <b>VIII. ADJOURNMENT</b>  | MOTION      |

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 3, 2023

SUBJECT: **IV.B. Consideration and Award of Secondary Water Valve Replacement Project**

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This project is line item 8283 of the 2023 approved budget. The project budget was approved for \$216,000.00. The District received bids from four contractors for this project as follows.

<u>Contractor</u>	<u>Bid Amount</u>
Braegger and Sons Construction	\$219,532.20
Thurgood Excavating	\$327,789.50
Braegger and Sons Inc.	\$191,010.00
Leon Poulsen Construction	\$514,990.00

The apparent low bidder is Braegger and Sons Inc. for \$191,010.00.

A suggested motion would be, “I move that we award the Secondary Water Valve Replacement Project to Braegger and Sons Inc. in the amount of \$191,010.00.”

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 3, 2023

SUBJECT: **IV.C. Consideration and Award of 3725 South 1900 West Main Line Replacement Project**

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This project is line item 8285 of the 2023 approved budget. The project budget was approved for \$383,000.00. The District received bids from six contractors for this project as follows.

<u>Contractor</u>	<u>Bid Amount</u>
Braegger and Sons Construction	\$214,061.00
Thurgood Excavating	\$366,834.00
Braegger and Sons Inc.	\$193,125.00
Ormond Construction	\$312,874.60
Leon Poulsen Construction	\$289,700.00
CT Davis Excavation	\$284,964.70

The apparent low bidder is Braegger and Sons Inc., but they withdrew their bid, so the next lowest is Braegger and Sons Construction for \$214,061.00.

A suggested motion would be, “I move that we award the 3725 South 1900 West Main Line Replacement Project to Braegger and Sons Construction in the amount of \$214,061.00.”

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 3, 2023

SUBJECT: **IV.D. Consideration and Award of 2275 West 6000 South Main Line Replacement Project**

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This project is line item 8286 of the 2023 approved budget. The project budget was approved for \$110,000.00. The District received bids from six contractors for this project as follows.

<u>Contractor</u>	<u>Bid Amount</u>
Braegger and Sons Construction	\$ 69,191.40
Thurgood Excavating	\$130,118.00
Braegger and Sons Inc.	\$ 63,725.00
Ormond Construction	\$ 88,056.24
Leon Poulsen Construction	\$132,690.00
CT Davis Excavation	\$103,140.60

The apparent low bidder is Braegger and Sons Inc. for \$63,725.00, but they withdrew their bid, so the next lowest is Braegger and Sons Construction for \$69,191.40.

A suggested motion would be, “I move that we award the 2275 West 6000 South Main Line Replacement Project to Braegger and Sons Construction in the amount of \$69,191.40.”

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 3, 2023

SUBJECT: **IV.E. Consideration and Award of 2400 West 4200 South Main Line Replacement Project**

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This project is line item 8287 of the 2023 approved budget. The project budget was approved for \$154,000.00. The District received bids from eight contractors for this project as follows.

<u>Contractor</u>	<u>Bid Amount</u>
Braegger and Sons Construction	\$ 97,420.40
Thurgood Excavating	\$182,080.00
Braegger and Sons Inc.	\$ 89,095.00
E.H. Knudson Construction	\$130,648.00
Ormond Construction	\$123,186.30
Leon Poulsen Construction	\$175,495.00
CT Davis Excavation	\$145,065.80
PNL Construction	\$172,735.95

The apparent low bidder is Braegger and Sons Inc. for \$89,095.00.

A suggested motion would be, “I move that we award the 2400 West 4200 South Main Line Replacement Project to Braegger and Sons Inc. in the amount of \$89,095.00.”

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 3, 2023

SUBJECT: **IV.F. Consideration and Award of CAT 304 Mini Excavator**

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This is line item 8333 of the 2023 approved budget. The project budget was approved for \$15,000.00. This item is being purchased under State Contract MA3383. Wheeler Machinery will purchase the District's 2019 CAT 304 Mini Excavator for \$52,000.00 and the District will purchase a 2023 CAT 304 Mini Excavator from Wheeler Machinery for \$66,600.00 which is a net amount of \$14,600.00.

A suggested motion would be, "I move that we award the CAT 304 Mini Excavator to Wheeler Machinery in the net amount of \$14,600.00."

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 3, 2023

SUBJECT: **IV.G. Consideration and Award of Utility Trailer**

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This is line item 8334 of the 2023 approved budget. The budget was approved for \$20,000.00. The District received bids from three companies as follows.

Company	Bid Amount
Sam T Evans	\$12,673.00
T&J Trailers	\$13,126.00
Young Truck and Trailer	\$13,263.00

The apparent low bidder is Sam T Evans for \$12,673.00.

A suggested motion would be, "I move that we award the Utility Trailer to Sam T Evans in the amount of \$12,673.00."

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 3, 2023

SUBJECT: **IV.H. Consideration and Award of Asphalt Saw**

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This is line item 8335 of the 2023 approved budget. The budget was approved for \$10,000.00. The District received bids from three companies as follows.

Company	Bid Amount
Wheeler Machinery	\$ 8,050.00
Readdy Gleddy	\$ 8,481.30
Edco Company Store	\$10,886.33

The apparent low bidder is Wheeler Machinery for \$8,050.00.

A suggested motion would be, "I move that we award the Asphalt Saw to Wheeler Machinery in the amount of \$8,050.00."



# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 3, 2023

SUBJECT: **IV.I. Consideration and Award of Meter Retrofit Materials for Board of Water Resources Grant Change Order**

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This project is line item 8282-23 of the 2023 approved budget. The project budget was approved for \$7,143,000.00. The original material supply was for fittings for 5,000 meters. The District has found it necessary to order more 1-inch brass nipples for the project. The original low bidder was Ferguson for \$2,296,984.02. The additional 1-inch brass nipples will be ordered from Ferguson for \$123,089.00 which would increase the Ferguson's material bid award to \$2,420,073.02.

A suggested motion would be, "I move that we award the Meter Retrofit Materials for Board of Water Resources Grant Change Order to Ferguson in the amount of \$123,089.00."

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 3, 2023

SUBJECT: **IV.J. Consideration of UDOT 5600 South Master Agreement**

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Attached is UDOT's 5600 South Master Agreement (Agreement). This Agreement has been reviewed by Brent Rose, the District's attorney. His comments were submitted to UDOT's attorney for review. Most of the changes the District's attorney requested were accepted by UDOT. The changes not accepted by UDOT's attorney were deemed minor by the District's attorney, so it is his recommendation the District's trustees approve the Agreement.

A suggested motion would be, "I move that we approve the UDOT 5600 South Master Agreement."

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

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

**RECITALS**

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

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

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

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

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

**WHEREAS**, the Third-Party will perform the necessary design review and inspection to accommodate the Project in conformance with the terms and conditions of that certain Outside Engineering Services Agreement, by and between the Parties dated October 17, 2022 (“Engineering Reimbursement Agreement”); and

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

## AGREEMENT

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

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

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

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

### 2. CONTACT INFORMATION

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

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

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

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

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

3. **AUTHORIZATION FOR DESIGN WORK**

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

4. **SUBSURFACE UTILITY ENGINEERING**

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

5. **PROJECT COORDINATION**

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

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

6. **THIRD-PARTY REQUIREMENTS**

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

- a. Required time for each activity after the Department approved Project design has been provided to the Third-Party:
  - i. Design review: Subject to UDOT's reimbursement obligation under the Engineering Reimbursement Agreement, the Third-Party will review, provide comments and/or approve design plans and betterment cost estimates, if applicable, within **3 weeks** from the time UDOT delivers the design plans to the Third-Party.

- ii. Third-Party Agreement review and signature routing: 5 weeks review time and must be approved by the Third-Party Board of Trustees at monthly board meeting. Time will restart with each Third-Party Agreement revision.
- b. The Third-Party cannot have facilities out of service during irrigation season (April 1<sup>st</sup> to October 15<sup>th</sup>).
- c. UDOT will supply as-constructed plans in digital PDF format and GPS data in shapefiles, upon completion of any required Third-Party Work.

## 7. UDOT PROCESSES

The following is required for design and construction:

- a. UDOT will schedule and meet with the Third-Party to review the design and scheduling of the Third-Party Work for the Third-Party's Facilities at specific locations on the Project to ensure maximum lead time for advance order of materials and workforce scheduling.
- b. UDOT will design and construct the Third-Party Work in accordance with Third-Party's current standards, Technical Specifications & Construction Standards dated October 14, 2020, which are the standards that are regularly followed by the Third-Party in its own work and not considered a betterment. The Third-Party agrees that UDOT will rely on such standards for the duration of the Project. In the event of a conflict between UDOT and Third-Party standards, the higher standard will be applied.
- c. UDOT will secure permits required for Third-Party Work on their Facilities.
- d. UDOT will notify the Third-Party at least **2 business days** in advance of beginning any Third-Party Work covered by any Supplemental Agreements hereto, to allow the Third-Party time to schedule an inspector to be present during the Third-Party Work. Subsequent notification of when and where Third-Party Work will be performed will be given on a day-to-day basis.
- e. Third-Party Work will be accomplished so as not to take Third-Party Facilities out of service or otherwise negatively affect the operation of said facilities during the irrigation season, April 1 to October 15.
- f. UDOT will provide maintenance of traffic and traffic control for Third-Party Work at no cost to the Third-Party for such work that is scheduled and occurs during active construction of the Project.

## 8. RIGHT-OF-WAY

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

9. **BETTERMENT WORK**

If the Third-Party desires to include betterment work in the Project at any specific location, UDOT, in its sole discretion, may agree to the betterment work if: (i) the difference in costs between the functionally equivalent required Third-Party Work and the Third-Party's desired betterment work that is not required by the Project is the sole cost of the Third-Party; (ii) the betterment work can be accommodated without delaying UDOT's Project; and (iii) the Parties provide for the betterment work in a Supplemental Agreement or in a separate Betterment Agreement. If the Parties enter a separate Betterment Agreement, the Parties agree that the terms of this Agreement shall also apply when not in direct conflict with the Betterment Agreement. UDOT may terminate betterment work that is included in a Supplemental Agreement, and may terminate a separate Betterment Agreement, subject to the terms and conditions for termination set forth in said agreements. Subject to Section 20 herein, UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment work; however, the foregoing release shall not apply to any matter covered by a warranty provided by a Design-Builder performing the work as required in Section 18 below.

10. **SUPPLEMENTAL AGREEMENTS**

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

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

The Third-Party will review and approve any final Supplemental Agreement submitted to the Third-Party by UDOT within **5 weeks**.

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

**11. THIRD-PARTY TO NOTIFY UDOT**

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

**12. INSPECTION**

Subject to Section 14 below, the Third-Party shall provide on-call engineering support by the Third-Party engineer or appropriate representative for design review, schedule coordination, and perform the necessary inspection on the Third-Party's Facilities installed by UDOT, in order to correct or clarify issues while the Third-Party Work is being performed.

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

**13. DAILY RECORDKEEPING**

UDOT and the Third-Party will each keep daily records of onsite activities. The Third-Party's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by UDOT's Field Representative or an authorized designee and by the Third-Party or its authorized designee. Copies of the daily records shall be retained by the Parties to this Agreement for a period of 2 years.



14. **REIMBURSEMENT**

UDOT will reimburse the Third-Party for all costs incurred by Third-Party's outside engineer for Outside Engineering Services as provided in and pursuant to the terms and conditions of the Engineering Reimbursement Agreement; otherwise, no other reimbursements will be made by UDOT to the Third-Party.

15. **SUBMITTAL OF ITEMIZED BILLS**

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

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

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

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

16. **SALVAGED MATERIALS**

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

17. **RIGHT TO AUDIT**

UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the Third-Party pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A (or other applicable provision). Should this audit disclose that the Third-Party has been underpaid, the Third-Party will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the Third-Party has been

overpaid, the Third-Party will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the Third-Party is required to keep and maintain its records of outside services covered herein for a minimum of 3 years after final payment is received by the Third-Party from UDOT.

## 18. ACCEPTANCE AND MAINTENANCE

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

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

UDOT will cause the Design-Builder performing the Third-Party Work and Betterment Work, if any, to warrant and guarantee to the Third-Party that the Third-Party Work and/or Betterment Work shall be completed in accordance with the plans and specifications approved by the Third-Party in conformance with Section 6 and the terms of any Betterment Agreement. UDOT will facilitate the Third-Party's pursuit of the Design-Builder's warranty to remedy any design or construction defect or other warranty issue. UDOT shall cause the Design-Builder to provide the Third-Party with a 2-year warranty, from the date of final acceptance of the Third-Party Work and Betterment Work, if any, on all equipment, materials, and workmanship related to said work.

UDOT shall provide the Third-Party approved electronic and hard copy as-built files, in the currently acceptable submission format, for any Third-Party Work and Betterment Work performed by UDOT or its Design-Builder. UDOT shall collect as-built data during the work performed in order to accurately capture all features related to the facilities and related appurtenances; both above and below grade. Utah Administrative Code R930-7-11. Standard UDOT Survey codes, in accordance with UDOT's Standard Specifications, Section 01721, Survey, 3.16, Utilities, will be used for as-built collection.

**19. ACCESS**

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

**20. INDEMNIFICATION**

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

**21. MISCELLANEOUS**

The following terms apply to this Agreement:

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

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

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

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

**ATTEST**

**Roy Water Conservancy District**

\_\_\_\_\_

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

(IMPRESS SEAL)

.....

**Recommended For Approval**

**Utah Department of Transportation**

**Title:** Utility and Railroad Leader

**Title:** Project Director

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

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

**Approved as to Form**

**Comptroller Office**

**Title:** Assistant Attorney General

**Title:** Contract Administrator

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

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

**EXHIBIT A**

**FORM OF**

**ROY WATER CONSERVANCY DISTRICT**

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_**

***Supplement to Master Agreement UDOT Finance No. \_\_\_\_\_***

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

1. The Parties hereto entered into a Master Agreement (Project Third-Party Utilities) dated \_\_\_\_\_, UDOT Finance No. \_\_\_\_\_ (the “MA”). This Supplemental Agreement is hereby made a part of the MA, and the MA applies to and governs this Supplemental Agreement except as expressly stated in Section 3 below. Among other things, the capitalized defined terms in the MA apply to this Supplemental Agreement as well. This Supplemental Agreement applies only to the Third-Party work described herein. All of the provisions of the MA remain in full force and effect, except as expressly modified for this Supplemental Agreement only in Section 3 below.
2. The MA is hereby modified **for this Supplemental Agreement only** as expressly stated below:
3. The Third-Party will perform the following described Third-Party Work in accordance with the terms and conditions of the MA and this Supplemental Agreement:
  - a. \_\_\_\_\_
4. UDOT will perform the following described Third-Party Work in accordance with the terms and conditions of the MA and this Supplemental Agreement.
  - a. Plan sheets depicting the Third-Party Work to be performed by UDOT are shown in Exhibit “A,” which is attached hereto and incorporated herein by this reference, and the work is generally described as: \_\_\_\_\_
  - b. The Third-Party Work will be completed between \_\_\_\_\_ and \_\_\_\_\_. A schedule for the Third-Party Work is shown in Exhibit \_\_\_\_\_.

“B,” which is attached hereto and incorporated herein by this reference.

The total estimated cost of the Third-Party Work for this Supplemental Agreement is shown in Exhibit “C,” which is attached hereto and incorporated herein by this reference.

5. Third-Party As-Built Survey Responsibility: It is the responsibility of the installing Party to collect survey data as required by R930-7-11(6) GPS Requirements.
6. Betterments. If UDOT agrees that betterments can be part of the Third-Party Work, the Parties may enter a separate Betterment Agreement to govern the betterments, or the betterment work shall be as stated below.
  - a. Plan sheets depicting the betterment work are shown in Exhibit “D,” which is attached hereto and incorporated herein by this reference, and the work is generally described as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - b. The betterment work will be completed as shown on the schedule of Exhibit “B.”
  - c. Total estimated cost of the betterment work is included as a part of Exhibit “C” and is included in the cost estimate summary in section 7 below. The Third-Party agrees that 100% of all betterment costs shall be paid by the Third-Party. The Third-Party must pay UDOT the full amount of the invoiced cost of all betterments within 30 days of receiving the invoice. UDOT may refuse to perform, or refuse to continue to perform, betterment work until all requested payments of invoices are made. Upon completion of the betterment work, UDOT will send an invoice showing any amounts due from the Third-Party for betterment work. The Third-Party agrees to make payment within 30 days after receiving any invoice from UDOT. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment upon completion of applicable warranty period of the Third-Party.  
\_\_\_\_\_

7. Cost Estimate Summary for this Supplemental Agreement:

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

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

8. Notification and contact information for this Supplemental Agreement:

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



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

**Roy Water Conservancy District**

\_\_\_\_\_

**Title:** \_\_\_\_\_

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

.....

**Recommended For Approval**

**Utah Department of Transportation**

\_\_\_\_\_  
**Title:** Utility and Railroad Leader

\_\_\_\_\_  
**Title:** Project Director

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

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

**Comptroller's Office**

\_\_\_\_\_  
**Title:** Contract Administrator

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

## **EXHIBIT A**

### **UDOT PLAN SHEETS**

## **EXHIBIT B SCHEDULE**

## **EXHIBIT C**

### **Cost Estimate**

**EXHIBIT D**  
**BETTERMENT WORK**

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

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 3, 2023

SUBJECT: **IV.K. Consideration of Agreement for Extinguishment of Water Allotment**

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Attached is an Agreement for Extinguishment of Water Allotment, Termination of Allotment Contract and Release of Lien for Parcel 08-113-0011 also known as So Delicious. As outlined in the agreement, this is a unique circumstance due to UDOT's construction project on the 5600 South on and off ramps and other construction by UDOT in the area of the main line and service line for So Delicious. This agreement was created by the District's attorney. The owner of the parcel has already agreed to the terms of the agreement.

A ~~suggested~~ motion would be, "I move that we approve the Agreement for Extinguishment of Water Allotment, Termination of Allotment Contract and Release of Lien for Parcel 08-113-0011."

**When Recorded, Return to:**  
Roy Water Conservancy District  
c/o General Manager  
5440 Freeway Park Drive  
Riverdale, Utah 84405

**AGREEMENT  
FOR EXTINGUISHMENT OF WATER ALLOTMENT,  
TERMINATION OF ALLOTMENT CONTRACT  
AND RELEASE OF LIEN**

**THIS AGREEMENT** is made and entered into effective this 8th day of February, 2023 (the “Effective Date”), by and between Roy Water Conservancy District, a political subdivision of the State of Utah (the “District”), and Royal Jade Restaurant Inc, (the “Allottee”), the current owner of that certain property located at 1780 West 5600 South, Roy City, Weber County, Utah, 84067 (the “Subject Property”), being more particularly described as follows:

Part of the Southwest Quarter of Section 13, Township 5 North, Range 2 west, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point South 89°40'24” East 442.00 feet and North 0°19'11” East 61.35 feet from the Southwest Corner of Section 13, said point being the intersection of the East line of the Bamberger Electric Railroad right of way and the North right of way line of 5600 South Street; running thence Northeasterly along a curve of a 2793.64 foot radius curve to the right a distance of 347.95 feet (central angle equals 7°08'10” and long chord bears North 3°54'00” East 347.73 feet); thence South 89°40'24” East 206.58 feet; thence Southwesterly along the arc of a 1195.92 foot radius curve to the left a distance of 57.30 feet (central angle equals 2°44'43” and long chord bears South 16°28'21” West 57.29 feet); thence South 15°06'00” West 303.95 feet to said North right of way line; thence North 88°52'24” West 134.83 feet along said line to the point of beginning.

PARCEL NO. 08-113-0011

WHEREAS, by Order of the Board of Trustees (“Board”), of the District (then known as the Roy Water Conservancy Subdistrict), dated June 8, 1994 (the “Allotment Order”), *Utah North II LP DBA Shoney’s*, the Allottee’s predecessor-in-interest in title to the Subject Property (the “Prior Owner”), was granted an allotment of District water in response to the Prior Owner’s petition for the same dated March 17, 1994; and

WHEREAS, since the date of the Allotment Order, and the service contract represented thereby (the “Allotment Contract”), the District has delivered water to the Prior Owner and its successors-in-interest including the Allottee for irrigation on the Subject Property through a District irrigation water distribution line running under and through the right-of-way for Interstate 15 in Weber County, Utah (the “District Distribution Line”); and

WHEREAS, the State of Utah, Department of Transportation, in connection with its I-15; SR-97 (5600 South) Widening of 5600 South Project No. S-R199(324) Weber County Project (“Project”), has requested that the District Distribution Line be abandoned so as to facilitate a large bridge structure and off-ramp lane which are being newly constructed on the freeway in connection with the Project which is being placed directly over the top of the District Distribution Line; and

WHEREAS, during construction, and upon and after their completion, the bridge structure and off-ramp will make access to the District Distribution Line physically impossible for purposes of operation, use, maintenance and repair of the same by the District; and

WHEREAS, given the fact that the Subject Property is situated in a location where there are no other water distribution lines reasonably available through which District water can be delivered, the District has concluded that it is reasonably and practicably impossible for the District to now provide irrigation water service to the Allottee for the Subject Property; and

WHEREAS, the Board has thus found and determined that under the emergency circumstances of this unique case, it is in the best interest of the District and the Allottee that the water allotment granted pursuant to the Allotment Order be extinguished and the lien which attaches to the Subject Property thereunder be released; and

WHEREAS, the Allottee understands and has been otherwise fully advised as to the findings and determination of the District Board as set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually understood and agreed that:

1. In this particular case, it is reasonably impossible for the District to provide irrigation water service to the Subject Property according to the findings and determination made by the Board as set forth in the Recitals above.

2. It is in the best interest of the District and the Allottee: (i) that the annual Water Allotment belonging to the Subject Property as authorized under the Allotment Order be, and is hereby extinguished; (ii) that the Allotment Contract, including without limitation the obligation of the District to annually provide irrigation water service to the Subject Property and the Allottee's obligation to perpetually pay for the same on an annual basis, whether District water is used or not, be and is hereby terminated; and (iii) that the lien which attaches to the Subject Property pursuant to the terms of the Allotment Contract be and is hereby released.

3. This Agreement contains the entire agreement of the District and Allottee with respect to the subject matter hereof, and supersedes all other prior agreements, understandings, statements and representations, express or implied.

**IN WITNESS WHEREOF**, the District has caused this instrument to be executed as of the Effective Date first above written.

**ROY WATER CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
Chair, Board of Trustees

**ROYAL JADE RESTAURANT INC.**

By: \_\_\_\_\_  
Its: President



STATE OF UTAH )

:ss.

County of Weber )

On this 8th day of February, 2023, personally appeared before me Mark Ohlin, personally known to me, or proved to me on the basis of satisfactory evidence, to be the Chair of the Board of Trustees of Roy Water Conservancy District, who duly acknowledged that the within and foregoing instrument was signed on behalf of said District by authority of the Board of Trustees and that said District executed the same.

---

NOTARY PUBLIC

STATE OF UTAH )

:ss.

County of Weber )

On this 30th day of January, 2023, personally appeared before me Guojin Jimmy Wu, personally known to me, or proved to me on the basis of satisfactory evidence, to be the President of Royal Jade Restaurant Inc., who duly acknowledged that the within and foregoing instrument was signed on behalf of said corporation and that said corporation duly executed the same.

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NOTARY PUBLIC

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 7, 2023

SUBJECT: **IV.L. Discussion of Verizon Wireless Easement Agreement**

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Attached is a draft easement agreement for Verizon Wireless for access and a fiber optic installation. These easements would follow the ones currently being used by T-Mobile, AT&T and others for access and fiber optic as necessary. The draft easement agreement was submitted to Verizon for their review, and they will not have their comments back by board meeting. One of the items for discussion is how much Verizon should pay the District for the easements. Verizon Wireless is already paying the District for an access easement, but there should be additional funds for the fiber optic easement. A payment amount has been proposed in the draft easement agreement.

A motion is not necessary where this is a discussion item.

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 6, 2023

SUBJECT: **IV.M. Consideration of Voting Wilson Irrigation Company Stock at Annual Wilson Irrigation Company Stockholders Meeting**

---

The Wilson Irrigation Company (WIC) has their annual stockholders meeting scheduled for February 21, 2023, at 7:00 p.m. at West Haven City's offices. I would recommend the board appoint the Chair to vote the District's stock and Vice-Chair to vote as an alternate in case the Chair is unable to attend the annual stockholders meeting. The District currently owns twenty-one and one half (21 ½) shares of WIC stock.

A suggested motion would be, "I move that we appoint the Chair to vote the District's Wilson Irrigation Company stock at Wilson Irrigation Company's annual stockholders meeting and appoint the Vice-Chair as an alternate."

# MEMORANDUM

TO: Board of Trustees

FROM: Rodney Banks, Manager

DATE: February 8, 2023

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

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The following is a reminder of upcoming meetings and events:

Board Meeting – February 8, 2023, at 5:00 p.m.  
Board Meeting – March 8, 2023, at 5:00 p.m.  
Utah Water Law and Workshop – March 20-22, 2023, St. George, UT  
Board Meeting – April 19, 2023, at 5:00 p.m.  
Board Meeting – May 17, 2023, at 5:00 p.m.  
Public Hearing for Allotment of Water – May 17, 2023, at 6:00 p.m.  
Board Meeting – June 14, 2023, at 5:00 p.m.  
Board Meeting – July 12, 2023, at 5:00 p.m.  
Board Meeting – August 9, 2023, at 5:00 p.m.  
Board Meeting – September 13, 2023, at 5:00 p.m.  
Board Meeting – October 11, 2023, at 5:00 p.m.  
UASD Annual Convention – November 8-10, 2023, Layton, UT  
Board Meeting – November 15, 2023, at 5:00 p.m.  
Board Meeting – December 13, 2023, at 5:00 p.m.  
Public Hearing for Allotment of Water – December 13, 2023, at 6:00 p.m.  
Public Hearing for Budget – December 13, 2023, at 6:00 p.m.

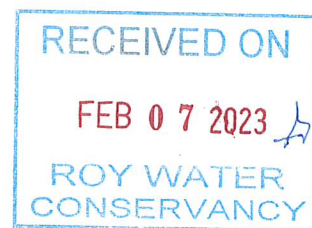
The District has received 832 of the 2,000 meters that were ordered. Originally, Sensus indicated that they would not arrive until July 2023. Hopefully more meters will come in the coming months before July.

As of February 7<sup>th</sup>, East Canyon is 60% full, Echo Reservoir is 64% full, and the Weber River basin snow water equivalent is 161% of median. Currently almost 75% 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

**FEBRUARY 07, 2023**

(JANUARY 31, 2023, STATEMENTS)



YES NO

- copies*  1. Obtain bank statements unopened. *Not Received 2-7-2023*
- copies*  2. Review checks for unusual payees.
- 3. Review signatures on checks for authenticity.
- 4. Review any cash transfers or large debit memos for property.
- 5. Question any large or unusual checks that you do not remember discussing or approving.
- 6. Summarize your questions.
- 7. Distribute the report to board members, Child Richards CPAs & Advisors, Rodney Banks, and Linda Toupin.
- 8. Obtain replies to questions from Rodney Banks and distribute with the report.

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

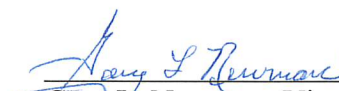
**Bank of Utah**

- 1. Account No. \*\*\*\*0122: \_\_\_\_\_
- 2. Account No. \*\*\*\*1928: \_\_\_\_\_
- 3. Account No. \*\*\*\*0846: \_\_\_\_\_

**PTIF**

- 4. Account No. \*\*\*\*1141: \_\_\_\_\_
- 5. Account No. \*\*\*\*2340: \_\_\_\_\_
- 6. Account No. \*\*\*\*6249: \_\_\_\_\_

I have completed the above procedures for the month of February 07, 2023 (January 31, 2023 Statements).

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

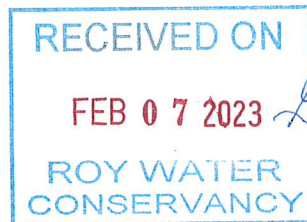
**ZION BANK PURCHASE CARDS**  
INTERNAL AUDIT REPORT

**FEBRUARY 07, 2023**

(JANUARY 31, 2023 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 February 07, 2023 (January 31, 2023 Statements).

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

**FINANCIAL REPORT**  
**• FEBRUARY 2023 •**

**GENERAL FUND**

**PREVIOUS MONTH**

	<b><u>2023</u></b>	<b><u>2022</u></b>	<b><u>2021</u></b>
Balance as of January 1	\$ 281,775.05	\$ 747,316.94	\$ 817,097.12
Deposits	\$ 874,046.96	\$ 12,028.48	\$ 12,077.64
Interest on checking	\$ 1,154.26	\$ 194.70	\$ 152.12
Withdrawals	\$ 121,311.95	\$ 248,241.98	\$ 563,582.98
Balance	\$ 1,035,664.32	\$ 511,298.14	\$ 265,743.90

**TO DATE**

Balance as of February 1	\$ 1,035,664.32	\$ 511,298.14	\$ 265,743.90
Deposits	\$ 548.30	\$ 1,513.29	\$ 829.00
Withdrawals	\$ 783,831.74	\$ 41,508.43	\$ 30,452.02
Balance	\$ 252,380.88	\$ 471,303.00	\$ 236,120.88

**CAPITAL FACILITIES FUND**

	<b><u>2023</u></b>	<b><u>2022</u></b>	<b><u>2021</u></b>
Balance as of January 1	\$ 124,762.81	\$ 123,155.51	\$ 260,227.61
Deposits	\$ -	\$ -	\$ -
Interest on checking	\$ 393.84	\$ 36.91	\$ 101.81
Withdrawals	\$ -	\$ -	\$ -
Balance	\$ 125,156.65	\$ 123,192.42	\$ 260,329.42

**TO DATE**

Balance as of February 1	\$ 125,156.65	\$ 123,192.42	\$ 260,329.42
Deposits	\$ -	\$ -	\$ -
Withdrawals	\$ -	\$ -	\$ -
Balance	\$ 125,156.65	\$ 123,192.42	\$ 260,329.42

**WEBER BASIN FUND**

	<b><u>2023</u></b>	<b><u>2022</u></b>	<b><u>2021</u></b>
Balance as of February 1	\$ 717,973.70	\$ 606,408.56	\$ 500,125.52

**CONNECTIONS**

	<b><u>2023</u></b>	<b><u>2022</u></b>	<b><u>2021</u></b>
Connections made during the previous month (January)	0	0	0
Total connections made during the current year	0	0	0
Total active connections	10,811	10,796	10,770

**SHARES**

	<b><u>2023</u></b>	<b><u>2022</u></b>	<b><u>2021</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>2023</u></b>	<b><u>RATE</u></b>	<b><u>DATE</u></b>
Balance as of January 1	\$ 4,476,961.75	4.2771%	Ongoing-Flexible
Deposits (by Weber County)	\$ 147,001.19		
Interest	\$ 16,456.11		
Withdrawals (by wire)	\$ 46,834.02		
Balance	\$ 4,593,585.03		

**· METER FUND ACCOUNT ·**

	<b><u>2023</u></b>	<b><u>RATE</u></b>	<b><u>DATE</u></b>
Balance	\$ 584,978.00	4.2770%	Ongoing-Flexible

**· BOND PROCEEDS METERING PROJECT ACCOUNT ·**

	<b><u>2023</u></b>	<b><u>RATE</u></b>	<b><u>DATE</u></b>
Balance as of January 1	\$ 3,597,138.43	4.2771%	Ongoing-Flexible
Deposits	\$ -		
Interest on checking	\$ 12,813.54		
Withdrawals	\$ 240,182.72		
Balance	\$ 3,369,769.25		

3:44 PM  
02/08/23

ROY WATER CONSERVANCY DISTRICT  
O&M Checks  
February 8, 2023

	Num	Name	Amount
Feb 8, 23			
	20205	Chad Zito	-\$275.00
	20206	Gary L. Newman	-\$200.00
	20207	Gary S. Adams	-\$275.00
	20208	Jon S. Ritchie	-\$200.00
	20209	Mark W. Ohlin	-\$275.00
	20210	USU Event Services - UWUW	-\$900.00
	20211	Ace Recycling & Disposal	-\$143.39
	20212	Blue Stakes of Utah	-\$452.70
	20213	Clear Link IT, LLC	-\$1,341.50
	20214	Comcast	-\$746.07
	20215	Dominion Energy	-\$1,177.93
	20216	Ferguson Waterworks	-\$2,866.55
	20217	Ferguson Waterworks	-\$554,886.23
	20218	Fuel Network	-\$1,497.19
	20219	Home Depot	-\$520.23
	20220	Home Depot	-\$858.00
	20221	Intermountain Workmed	-\$70.00
	20222	J. D. Young & Son Landscape	-\$2,053.00
	20223	Jan-Pro of Utah	-\$215.00
	20224	Jerry's Plumbing Specialties	-\$44.02
	20225	Linde Gas & Equipment, Inc.	-\$42.73
	20226	Mountainland Supply Company	-\$30.38
	20227	Mountainland Supply Company	-\$1,087.65
	20228	O'Reilly Automotive	-\$74.66
	20229	PEHP Group Insurance	-\$12,448.26
	20230	Riverdale City Corporation	-\$165.90
	20231	Rocky Mountain Power	-\$287.73
	20232	Rocky Mountain Power	-\$30.16
	20233	Roy City Public Works	-\$1,336.75
	20234	Utah Local Governments Trust	-\$748.57
	20235	Verizon (V)	-\$406.83
	20236	Weber Basin Water Cons. District (V)	-\$192,986.56
	20237	Wilson Irrigation Company	-\$2,068.00
	20238	WSP USA Inc.	-\$668.10
	20239	Utah State Tax Commission	-\$2,276.00
	20240	AFLAC	-\$176.65
Feb 8, 23		<b>TOTAL</b>	<b>-\$783,831.74</b>