



BIG PLAINS WATER SPECIAL SERVICE DISTRICT PUBLIC HEARING AND MEETING BOARD OF DIRECTORS, REGULAR MEETING 1777 N Meadowlark Dr, Apple Valley Thursday, August 10, 2023 at 6:00 PM

AGENDA

Notice is given that a meeting of the Water District of the Town of Apple Valley will be held on **Thursday, August 10, 2023**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Chairman | Barratt Nielson

Board Members | Frank Lindhardt | Harold Merritt | Ross Gregerson | Andy McGinnis |

Pursuant to the Executive Order issued by Governor Gary Herbert on March 18, 2020 regarding Electronic Public Meetings, please be advised that the meeting will be held electronically and broadcast via Zoom. Persons allowed to comment during the meeting may do so via Zoom. Login to the meeting by visiting:

<https://us02web.zoom.us/j/88667363731>

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CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

PUBLIC HEARING

1. **Public Hearing:** Culinary Water Master Plan, Resolution-BPW-R-2023-09.

DISCUSSION AND POSSIBLE ACTION

2. **Discussion and Possible Action:** Consider Approval of Culinary Water Master Plan, Resolution-BPW-R-2023-09.
3. **Discussion and Possible Action:** Consider Approval of DWSP and PER's contract for funding. Inform the board we got the grant and approve this contract.
4. **Discussion and Possible Action:** Consider Approval of Amending the District Employee Handbook Manual, Resolution-BPW-R-2023-10.
5. **Discussion and Possible Action:** Consider Approval of Amending the Policy and Procedures Manual, Resolution-BPW-R-2023-11.
6. **Discussion and Possible Action:** Consider Approval of Audit Engagement Letter.
7. **Discussion and Possible Action:** Consider Approval of Fraud Risk Assessment for FY2023.

CONSENT AGENDA

The Consent Portion of the Agenda is approved by one (1) non-debatable motion. If any Board Member wishes to remove an item from the Consent Portion of the agenda, that item becomes the first order of business on the Regular Agenda.

8. Disbursement Listing for June 2023.
9. Budget Report for Fiscal Year 2023 through June 2023.
10. June 2023 Water Usage Comparison Summary.

APPROVAL OF MINUTES

11. Minutes: June 14, 2023.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

ADJOURNMENT

CERTIFICATE OF POSTING: I, Jenna Vizcardo, as duly appointed Recorder for the Town of Apple Valley, hereby certify that this Agenda was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website <http://pmn.utah.gov>, and the Town Website www.applevalleyut.gov. THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190 at least three business days in advance.



BIG PLAINS WATER SPECIAL SERVICE DISTRICT CULINARY WATER MASTER PLAN

July 2023

PREPARED BY:

SUNRISE ENGINEERING, INC.
11 North 300 West
Washington, UT 84780
TEL: 435-652-8450



BIG PLAINS WATER SPECIAL SERVICE DISTRICT CULINARY WATER MASTER PLAN

July 2023

INCLUDES:

**FIVE POINT SYSTEM ANALYSIS
RECOMMENDED SYSTEM IMPROVEMENTS
SYSTEM FINANCING PLAN
IMPACT FEE FACILITIES PLAN
IMPACT FEE ANALYSIS**

PREPARED BY:



Nathan Wallentine
Project Engineer
State of Utah #12338863

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I. INTRODUCTION

A. PREFACE

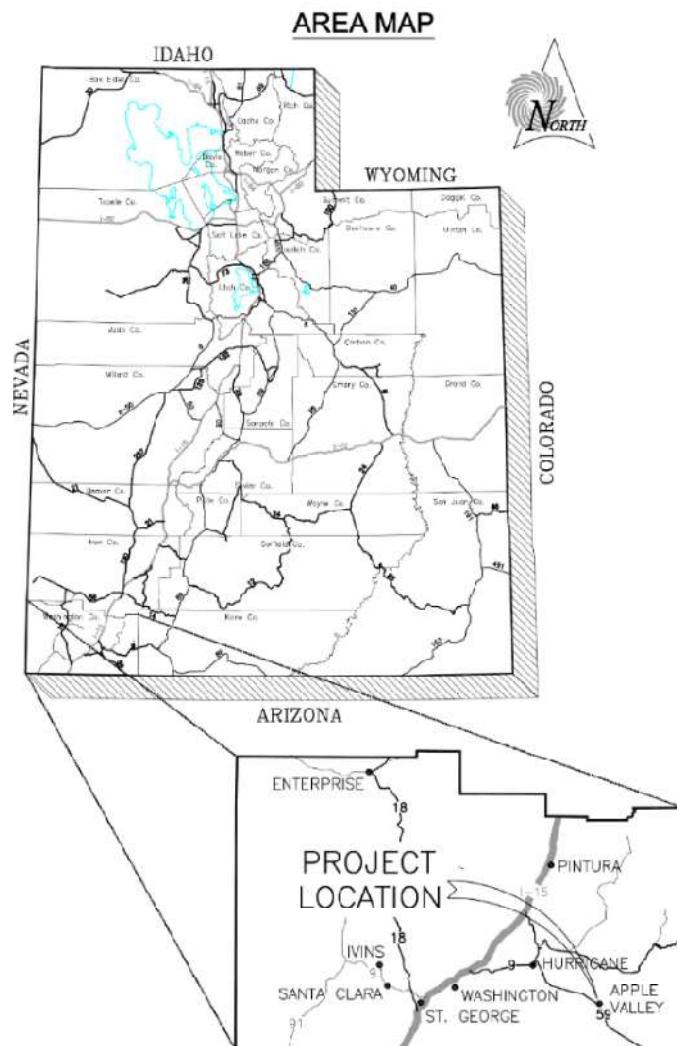
Big Plains Water Special Service District (BPWSSD) has entered into an agreement with Sunrise Engineering, Inc. to prepare this Culinary Water Master Plan. The plan will provide board members with the information they need to make important decisions relating to water infrastructure as the District continues to grow and develop over the next 20 years. This plan will provide information regarding the existing culinary water infrastructure, analyze these facilities for adequacy, and make recommendations in order to meet projected demands.

B. INTRODUCTION

This Culinary Water Master Plan has been prepared for BPWSSD, located in Washington County, Utah in the town of Apple Valley. The BPWSSD consists of three water systems: Apple Valley, Cedar Point, and Cannan Springs. The District is a political subdivision and operates as an independent special district under Utah law. An area map showing the location of BPWSSD has been included as Figure I.B-1.

BPWSSD is anticipating additional growth and development in the future. This plan is intended to help the district evaluate their ability to meet the increasing demands placed on the system by development, and to identify and correct existing deficiencies in the culinary water system.

Figure I.B-1: Area Map



The water system has been analyzed according to the Utah Division of Drinking Water regulations and includes a 5-point review of the Apple Valley, Cannan Springs, and Cedar Point systems consisting of water rights, water source capacity, water storage capacity, water treatment, and water distribution.

As part of the plan, Sunrise Engineering has recommended several improvements to the culinary water system and has developed a sample financing plan as a possible means to fund the recommended improvements.

The existing water rates and impact fees have also been analyzed as a possible means of supporting the recommended system improvements. The recommended water rates and impact fees are fair and reasonable and will allow BPWSSD to continue to maintain the level of service that is required of a public water system for the present time and over the planning period

II. SYSTEM USERS' ANALYSIS

A. PROJECTED GROWTH RATE

An important element in the development of a Culinary Water Master Plan is the projection of the population growth rate. This projection gives the planner an idea of the future demands on the culinary water system throughout the planning period.

Projecting future growth can be subjective but should be grounded in historical trends and current information as much as possible. BPWSSD is only accounting for Apple Valley, and we have census data for Apple Valley. After meeting with Apple Valley officials, it was decided that a rate increase of 5% will be used in this analysis. The future growth can be projected using the following compound interest formula:

$$F = P(1+i)^N$$

F = Future Population

P = Present Population

i = Projected Growth Rate

N = Years

Table II.A-1 shown on the following page summarizes the projected population and number of equivalent residential units (ERUs) throughout the 20-year planning periods. This was done using the compound interest formula for Apple Valley, Cedar Point, and Cannan Springs Individually and then added them together to get a total estimated ERU's that can be used in the impact fees and financial calculations. It is important to understand that projected growth rate figures are not the cornerstone of this Master Plan. If the maximum number of system connections is reached earlier or later than projected, then future improvements to support such growth may either come earlier or later. Impact Fees should not be significantly affected if the actual rate of growth varies from the rate used in the plan.

SECTION II - SYSTEM USERS' ANALYSIS

Table II.A-1 Projected Growth Rate

Apple Valey				Cannan Springs					Cedar Point				
Year	Est. Growth Rate	Residential ERU's	Total ERU's (Res+Com+Other)	Year	Est. Growth Rate	Residential ERU's	Total ERU's (Res+Com+Other)	Estimated Population	Year	Est. Growth Rate	Residential ERU's	Total ERU's (Res+Com+Other)	Estimated Population
2023	5.00%	264	345	2023	5.00%	13	13	58	2023	5.00%	149	157	278
2024	5.00%	277	362	2024	5.00%	32	32	61	2024	5.00%	156	165	292
2025	5.00%	291	380	2025	5.00%	52	52	64	2025	5.00%	164	173	306
2026	5.00%	306	399	2026	5.00%	55	55	67	2026	5.00%	172	182	322
2027	5.00%	321	419	2027	5.00%	58	58	70	2027	5.00%	181	191	338
2028	5.00%	337	440	2028	5.00%	60	60	74	2028	5.00%	190	201	355
2029	5.00%	354	462	2029	5.00%	64	64	78	2029	5.00%	200	211	373
2030	5.00%	371	485	2030	5.00%	67	67	82	2030	5.00%	210	221	391
2031	5.00%	390	509	2031	5.00%	70	70	86	2031	5.00%	220	232	411
2032	5.00%	410	535	2032	5.00%	74	74	90	2032	5.00%	231	244	431
2033	5.00%	430	562	2033	5.00%	77	77	94	2033	5.00%	243	256	453
2034	5.00%	452	590	2034	5.00%	81	81	99	2034	5.00%	255	269	475
2035	5.00%	474	619	2035	5.00%	85	85	104	2035	5.00%	268	282	499
2036	5.00%	498	650	2036	5.00%	89	89	109	2036	5.00%	281	297	524
2037	5.00%	523	683	2037	5.00%	94	94	115	2037	5.00%	295	311	550
2038	5.00%	549	717	2038	5.00%	99	99	121	2038	5.00%	310	327	578
2039	5.00%	576	753	2039	5.00%	103	103	127	2039	5.00%	325	343	607
2040	5.00%	605	790	2040	5.00%	109	109	133	2040	5.00%	342	360	637
2041	5.00%	635	830	2041	5.00%	114	114	140	2041	5.00%	359	378	669
2042	5.00%	667	871	2042	5.00%	120	120	147	2042	5.00%	377	397	702
2043	5.00%	700	915	2043	5.00%	126	126	154	2043	5.00%	395	417	738

B. LENGTH OF PLANNING PERIOD

This Culinary Water Master Plan uses a 20-year planning period beginning in the year 2023 and running through year 2043. Water rights will be evaluated for a 40 year time period. These planning periods are consistent with standard practice and will allow an adequate evaluation of the system for potential infrastructure improvements or other needs. It is assumed that by 2043 with a 5.0% growth rate, Apple Valley will reach approximately 915 ERU's, Cannan Springs approximately 126 ERU's (this includes an expected development that will be adding 37 connections in the next couple years), and Cedar Point approximately 417 ERU's which in total is 1,458 ERU's for all three systems.

C. HISTORICAL WATER USAGE

Culinary water usage data was also provided by BPWSSD for analysis. We were given monthly water meter usage data from 2015 to 2022 for Apple Valley and Cedar Point and from 2018 to 2022 for Cannan Springs. The data has been tabulated and analyzed to determine usage trends for BPWSSD including the average usage per connection. The results of this analysis have been summarized in Table II.D-1 through Table II.D-3.

Table II C-1: Apple Valley Average Culinary Water Usage

Year	Average Usage Per Connection		
	Yearly (gal)	Monthly (gal)	Daily (gal)
2015	133,320	11,110	365
2016	120,014	10,001	329
2017	107,360	8,947	294
2018	103,020	8,585	282
2019	104,959	8,747	288
2020	110,380	9,198	302
2021	152,705	12,725	418
2022	107,589	8,966	295
8 Yr Ave=	117,418	9,785	322
5 Yr Ave=	115,731	9,644	317
3 Yr Ave=	123,558	10,296	339

Table II C-2: Cannan Springs Average Culinary Water Usage

Year	Average Usage Per Connection		
	Yearly (gal)	Monthly (gal)	Daily (gal)
2018	272,694	22,724	747
2019	314,049	26,171	860
2020	333,348	27,779	913
2021	281,609	23,467	772
2022	229,601	19,133	629
5 Yr Ave=	286,260	23,855	784
3 Yr Ave=	281,519	23,460	771

Table II C-3: Cedar Point Average Culinary Water Usage

Year	Average Usage Per Connection		
	Yearly (gal)	Monthly (gal)	Daily (gal)
2015	207,283	17,274	568
2016	157,536	13,128	432
2017	146,062	12,172	400
2018	138,673	11,556	380
2019	140,949	11,746	386
2020	312,318	26,027	856
2021	287,502	23,958	788
2022	141,752	11,813	388
8 Yr Ave=	191,509	15,959	525
5 Yr Ave=	204,239	17,020	560
3 Yr Ave=	247,191	20,599	677

Average usage for 3 year, 5 year, and 8 year timeframes were calculated as shown in the previous tables. The 3 year average usage per connection is 339 gallons per day (gpd) for Apple Valley, 771 gpd for Cannan Springs, and 677 gpd for Cedar Point. This

value is an average based on the number of active connections from 2020-2022 and will be referenced throughout this plan.

It should be noted that BPWSSD does not have a secondary water irrigation system for outside watering. Because of this, customers use the culinary water system for outdoor use. The usage numbers presented in this plan represent all uses of the culinary system, including outdoor usage.

Water usage also varies significantly throughout the year. During winter months, water usage typically goes down as outside watering becomes unnecessary. Peak water usage generally corresponds to summer months, when outdoor watering is at its peak.

To further understand BPWSSD usage patterns, the total annual and monthly water usage over the years 2019-2022 have been averaged and compared. Table II.D-4 through II.D-6 below presents the variation in usage throughout the year.

Table II.D-4: Apple Valley Seasonal Water Usage

Monthly % of Usage		
Month	% of Annual	% of Average
Jan	3.6%	43.3%
Feb	3.9%	46.9%
Mar	4.9%	59.3%
Apr	6.7%	80.0%
May	9.7%	116.3%
Jun	12.1%	145.1%
Jul	14.1%	169.2%
Aug	16.2%	194.5%
Sep	8.5%	101.9%
Oct	10.3%	123.7%
Nov	5.6%	66.8%
Dec	4.4%	53.0%

Table II.D-5: Cannan Springs Seasonal Water Usage

Monthly % of Usage		
Month	% of Annual	% of Average
Jan	4.0%	48.0%
Feb	3.7%	44.5%
Mar	5.3%	63.8%
Apr	7.0%	84.1%
May	9.3%	112.0%
Jun	15.7%	188.7%
Jul	15.4%	184.7%
Aug	13.1%	157.3%
Sep	9.0%	108.6%
Oct	6.7%	79.9%
Nov	6.0%	71.5%
Dec	4.7%	56.9%

Table II.D-6: Cedar Point Seasonal Water Usage

Monthly % of Usage		
Month	% of Annual	% of Average
Jan	4.0%	48.3%
Feb	2.7%	31.9%
Mar	8.9%	106.9%
Apr	4.5%	54.4%
May	7.5%	89.7%
Jun	8.1%	97.6%
Jul	14.4%	172.3%
Aug	13.7%	164.0%
Sep	12.0%	144.1%
Oct	10.9%	131.1%
Nov	7.0%	83.9%
Dec	6.3%	75.7%

Based on the usage data provided, the period of lowest water usage runs from December through March with approximately 4.7% of the total annual usage occurring in each of these months on average. The period of highest usage runs from June through September for all three areas. For Apple Valley, the month of August represents the month with the peak water usage, with 16.2% of the total annual usage with the usage also being 1.95 times the overall average usage through the year. For Cannan Springs, the month of June

represents the month with the peak water usage, with 15.7% of the total annual usage with the usage also being 1.89 times the overall average usage through the year. For Cedar Point the month of July represents the month with the peak water usage, with 14.4% of the total annual usage with the usage also being 1.72 times the overall average usage through the year. Peak Day Demand is typically shown as double the average day demand; however, since BPWSSD experiences higher usage in the summer months due to outdoor watering a slightly higher peak day was used. The peak demand for this report will be 2 times the average day demand resulting in a peak day demand of 677 gpd for Apple Valley, 1,543 gpd for Cannan Springs, and 1,354 gpd for Cedar Point.

III. WATER RIGHTS ANALYSIS

A. EXISTING WATER RIGHT

The State has written guidelines specific to 40-year Water Right Plans. These plans when prepared are based on historical growth or planned growth, and current and future water right inventory. The plan projects current water right required and future water right required based on current state methods. The plan may predict a water right surplus.

Sunrise completed a detailed water rights inventory report for BPWSSD based on information recorded by the Utah Division of Water Rights. This report has been included in this plan as Appendix C. It includes a full water rights review, map exhibits, and recommended actions to protect the water rights listed in the report.

The existing water rights owned by BPWSSD are listed in Table III.A-1 below. The water rights are listed according to number, flow rates in gpm and cfs, and duty in ac-ft.

Table III.A-1: BPWSSD Culinary Water Rights

Culinary Water Rights		Flow		
W.R. #	Source	gpm	cfs	AcFt.
81-1799	Underground Wells	0.62	0.001	1.00
81-3169	Underground Wells	125.53	0.370	202.50
81-3200	Underground Wells	38.74	0.370	62.50
81-3641	Canaan Mountain Spring & Spring Areas	112.00	0.250	36.85
81-4619	Canaan Springs	58.00	0.130	8.15
81-2171	Underground Wells	100.08	0.223	25.20
81-4600	Underground Wells	57.65	0.128	93.00
81-4614	Underground Wells	36.27	0.081	58.50
81-5318	Underground	0.62	0.001	1.00
81-5559	Underground	4.04	0.009	5.00
81-5560	Underground	26.03	0.058	22.00
81-5561	Underground	4.13	0.009	3.50
81-5562	Underground	4.34	0.010	7.00
81-5567	Surface	13.78	0.031	1.00
81-5568	Underground	2.24	0.005	1.00
81-5513	Underground	42.77	0.095	69.00
Total Water Rights		626.8	1.8	597.2

Considering the available water rights shown in the table above, BPWSSD has access to 597.2 ac-ft of water rights. All water rights are held in a bank, allowing all sources to draw from rights owned by BPWSSD.

B. EXISTING REQUIRED WATER RIGHT

The State of Utah Public Administrative Rules for Public Drinking Water Systems, R309-510, states that a community should have adequate water right to supply each culinary ERU with 400 gallons per day for indoor water use, plus an amount for outdoor use as dictated by irrigated acreage and a consumptive use value obtained from the State guidelines. If adequate data exists, the provider is allowed to substitute historical usage data instead. Apple Valley's historical average usage of 298 gpd per ERU, Cannan Spring's historical average usage of 771 gpd per ERU, and Cedar Point's historical average usage of 677 gpd per ERU will be used in this plan.

By multiplying the average water usage per ERU in the BPWSSD by the number of existing ERUs, the current required amount of water rights can be determined as shown in Table III.B-1.

Table III.B-1: BPWSSD Current Required Water Right

Apple Valley			
345 ERUs X	339 gpd X	1 day X	1 hr
	ERU	24 hr	60 min.
345 ERUs X	339 gpd X	365 day X	1 Acft.
	ERU	1 yr	325,829 gal
Cannan Springs			
13 ERUs X	771 gpd X	1 day X	1 hr
	ERU	24 hr	60 min.
13 ERUs X	771 gpd X	365 day X	1 Acft.
	ERU	1 yr	325,829 gal
Cedar Point			
157 ERUs X	677 gpd X	1 day X	1 hr
	ERU	24 hr	60 min.
157 ERUs X	677 gpd X	365 day X	1 Acft.
	ERU	1 yr	325,829 gal
		Existing Water Right	597 Ac-Ft
		Total Required Water Right	261 Ac-Ft
		Existing Culinary System Water Right Surplus	336 Ac-Ft
			627 gpm
			162 gpm
			465 gpm

The existing water right surplus or deficit is determined by subtracting the current required water right demand in each area from the total available water right which yields a surplus of 336 Ac-ft.

C. PROJECTED REQUIRED WATER RIGHT

The projected amount of required water rights at the end of the 20-year planning period can also be calculated by substituting the projected number of ERUs into the calculation for the current number of ERUs as shown in Table III.C-1 through Table III.C-3.

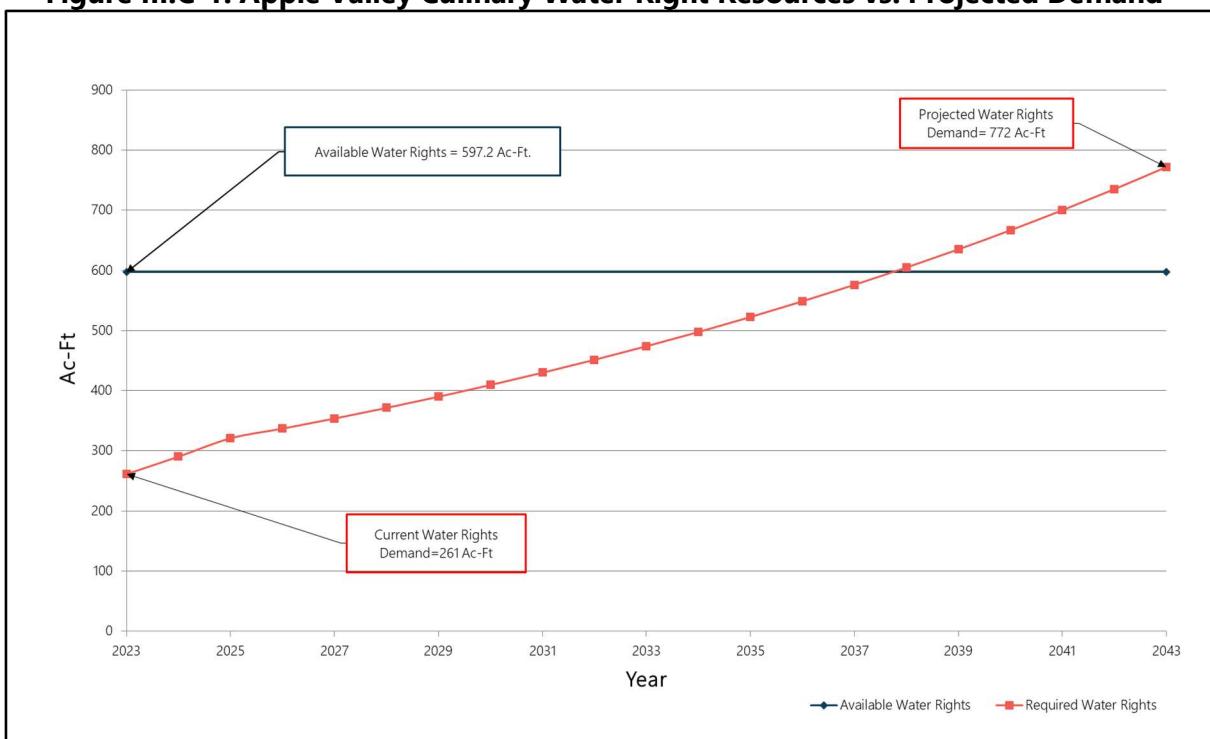
SECTION III – WATER RIGHTS ANALYSIS

Item 2.

Table III.C-1: BPWSSD 20-Year Required Water Right

Apple Valley			
915 ERUs X	339 gpd X	1 day X	1 hr
	ERU	24 hr	60 min.
915 ERUs X	339 gpd X	365 day X	1 Acft.
	ERU	1 yr	325,829 gal
Cannan Springs			
126 ERUs X	771 gpd X	1 day X	1 hr
	ERU	24 hr	60 min.
126 ERUs X	771 gpd X	365 day X	1 Acft.
	ERU	1 yr	325,829 gal
Cedar Point			
417 ERUs X	677 gpd X	1 day X	1 hr
	ERU	24 hr	60 min.
417 ERUs X	677 gpd X	365 day X	1 Acft.
	ERU	1 yr	325,829 gal
Existing Water Right	597	Ac-Ft	627 gpm
Total Required Water Right	772	Ac-Ft	479 gpm
Existing Culinary System Water Right Surplus	-175	Ac-Ft	148 gpm

The projected water right surplus or deficit is determined by subtracting the projected required water right from the total available water right. The 20-year projection results in a deficit of 175 ac-ft. Figure III.C-1 shows the projected culinary water right demands vs. BPWSSD's existing available water right resources throughout the planning period.

Figure III.C-1: Apple Valley Culinary Water Right Resources vs. Projected Demand

D. RECOMMENDED WATER RIGHT IMPROVEMENTS

Water rights have continued to be a growing concern in Southern Utah. Analysis shows that BPWSSD does not have sufficient water rights for the anticipated growth over the 20-year planning period. New developments should either deed additional municipal water rights to BPWSSD for subdivision approval or pay an equivalent fee to the district to utilize the water rights. This will allow the district to maintain needed water rights. It is recommended that developers provide an additional 1 ac-ft of water right for each ERU a developer brings to the system.

IV. WATER SOURCE CAPACITY ANALYSIS

A. EXISTING WATER SOURCE CAPACITY

To analyze source capacity, all available culinary water sources must first be identified. These sources are listed in the tables below along with flow values provided by the District. The total flow is 565 gpm for Apple Valley, 97 gpm for Cannan Springs, and 123 gpm for Cedar Point as shown in Table IV. A-1 through Table IV.A-3 below.

Table IV.A-1: Apple Valley SSD Culinary Water Source Capacity

Apple Valley Sources	Total Flow	
Wells	CFS	gpm
Well #1	0.8	380
Well #2	0.4	185
Source Total =	1.3	565

Table IV.A-2: Cannan Springs SSD Culinary Water Source Capacity

Cannan Springs Sources	Total Flow	
Wells	CFS	gpm
Upper Spring	0.1	58
Lower Spring	0.1	39
Source Total =	0.2	97

Table IV.A-3: Cedar Point SSD Culinary Water Source Capacity

Cedar Point Sources	Total Flow	
Wells	CFS	gpm
Well #59	0.1	60
Jessop Well	0.1	30
Cooke Well	0.1	33
Source Total =	0.3	123

B. EXISTING REQUIRED WATER SOURCE CAPACITY

The State of Utah Public Administrative Rules for Public Drinking Water Systems, R309-510, states that a water system should have an adequate water source capacity to supply peak day demand. This is implied to be two and a half the amount of average day demand. Multiplying the historical usage by 2 results in a peak day demand of

597 gpd/ERU for Apple Valley, 1,543 gpd/ERU for Cannan Springs, and 1,354 gpd/ERU for Cedar Point.

By multiplying the peak day culinary water usage per ERU by the number of existing ERUs, the existing required culinary water source capacity was determined. This calculation is shown below in Table IV.B-1 through Table.B-3.

Table IV.B-1: Apple Valley Current Required Culinary Water Source Capacity

Required Indoor/Outdoor Source - Historic Usage					
345	ERUs X	677	gpd X	1 day X	1 hr
		ERU		24 hr	60 min.
Total Available Source Capacity				565	gpm
Existing Culinary System Source Capacity Surplus				403	gpm

Table IV.B-2: Cannan Springs Current Required Culinary Water Source Capacity

Required Indoor/Outdoor Source - Historic Usage					
13	ERUs X	1,543	gpd X	1 day X	1 hr
		ERU		24 hr	60 min.
Total Available Source Capacity				97	gpm
Existing Culinary System Source Capacity Surplus				83	gpm

Table IV.B-3: Cedar Point Current Required Culinary Water Source Capacity

Required Indoor/Outdoor Source - Historic Usage					
157	ERUs X	1,354	gpd X	1 day X	1 hr
		ERU		24 hr	60 min.
Total Available Source Capacity				123	gpm
Existing Culinary System Source Capacity Deficit				-25	gpm

The existing source capacity surplus or deficit is determined by subtracting the existing required source capacity from the total available source capacity which yields a surplus of 403 gpm for Apple Valley, a surplus of 83 gpm for Cannan Springs, and a deficit of 25 gpm for Cedar Point.

C. PROJECTED REQUIRED WATER SOURCE CAPACITY

Projected required water source capacity at the end of the planning period is determined from the same information and calculations explained in Part B, except the projected number of culinary water ERUs is substituted into the calculations for the current number of ERUs as shown in Table IV.C-1 Table IV.C-3.

SECTION IV – WATER SOURCE CAPACITY ANALYSIS

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Table IV.C-1: Apple Valley Projected 20-Year Required Culinary Water Source Capacity

Required Indoor/Outdoor Source - Historic Usage

915	ERUs X	677	gpd X	1 day X	1 hr	=	430	gpm
		ERU	24 hr	60 min.				

Total Available Source Capacity	565	gpm
Projected Culinary System Source Capacity Surplus	135	gpm

Table IV.C-2: Cannan Springs Projected 20-Year Required Culinary Water Source Capacity

Required Indoor/Outdoor Source - Historic Usage

126	ERUs X	1,543	gpd X	1 day X	1 hr	=	135	gpm
		ERU	24 hr	60 min.				

Total Available Source Capacity	97	gpm
Projected Culinary System Source Capacity Deficit	-38	gpm

Table IV.C-3: Cedar Point Projected 20-Year Required Culinary Water Source Capacity

Required Indoor/Outdoor Source - Historic Usage

417	ERUs X	1,354	gpd X	1 day X	1 hr	=	392	gpm
		ERU	24 hr	60 min.				

Total Available Source Capacity	123	gpm
Projected Culinary System Source Capacity Deficit	-269	gpm

The projected source capacity surplus or deficit is determined by subtracting the projected required source capacity from the total available source capacity, which yields a projected surplus of 135 gpm for Apple Valley, a projected deficit of 38 gpm for Cannan Springs, and a projected deficit 269 gpm for Cedar Point at the end of the 20-year planning period. Figure IV.C-1 through Figure IV.C-3 shows the projected culinary water source capacity demands vs. BPWSSD's existing available source capacity resources throughout the planning period.

SECTION IV – WATER SOURCE CAPACITY ANALYSIS

Item 2.

Figure IV.C-1: Apple Valley Culinary Water Source Capacity Resources vs. Projected Demands

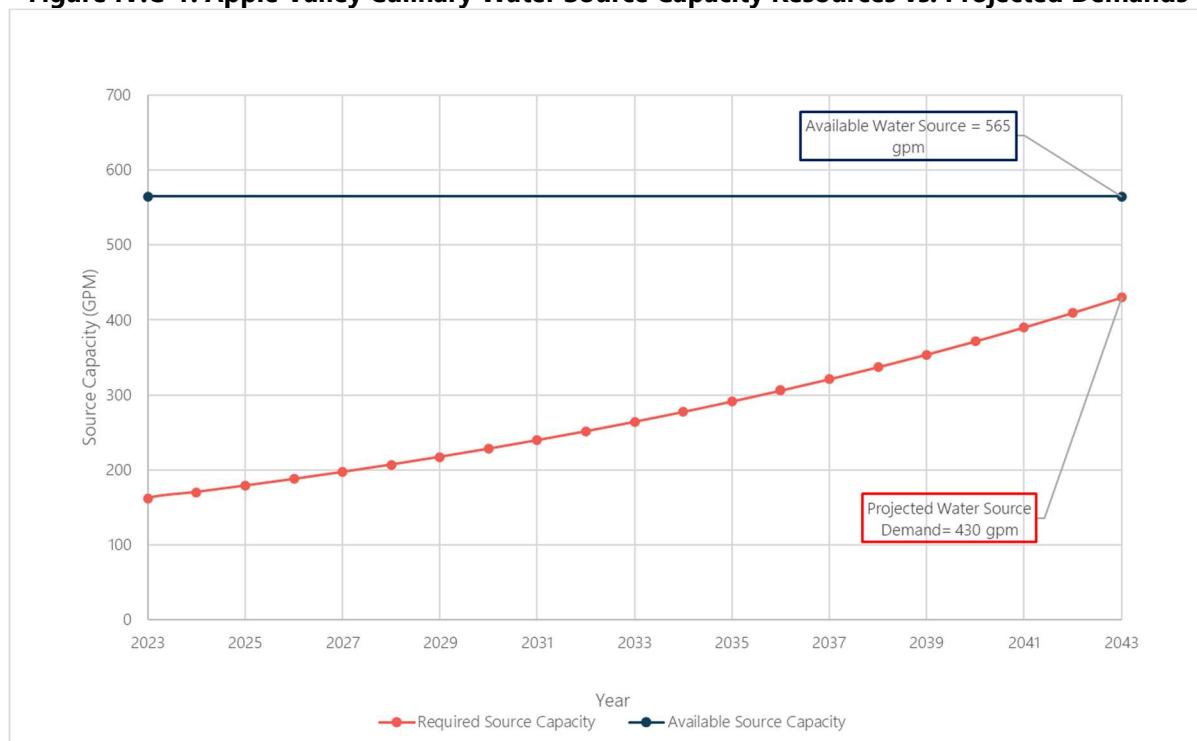


Figure IV.C-2: Cannan Springs Culinary Water Source Capacity Resources vs. Projected Demands

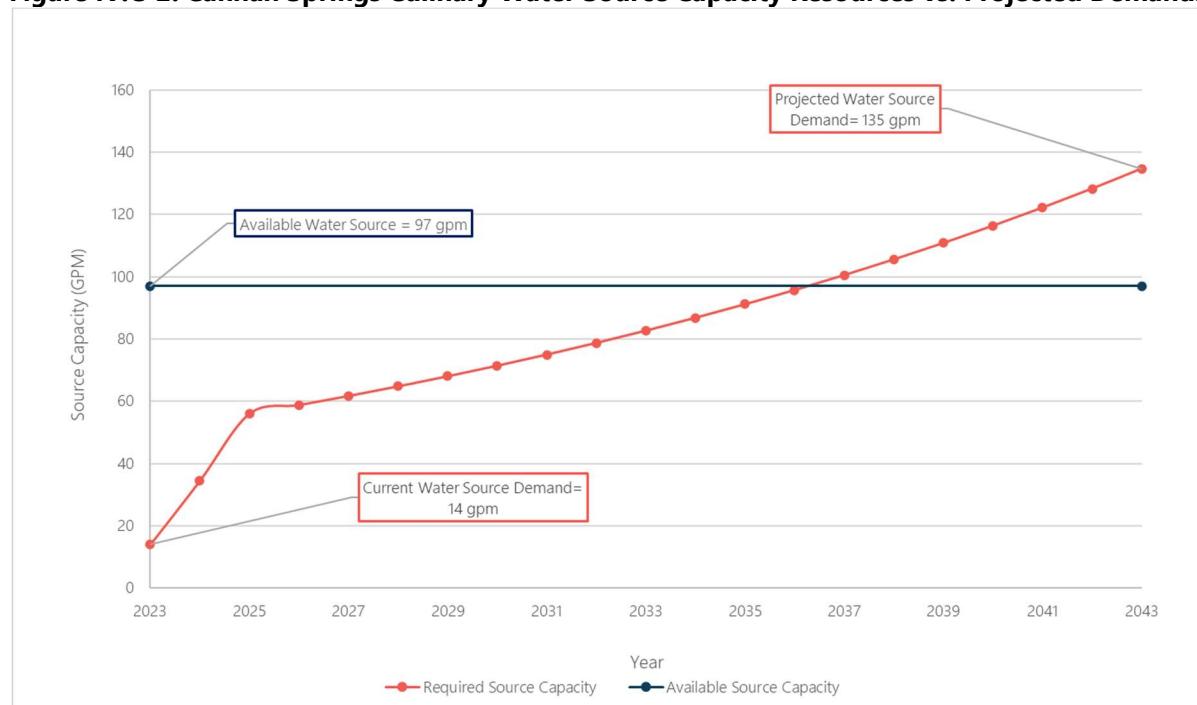
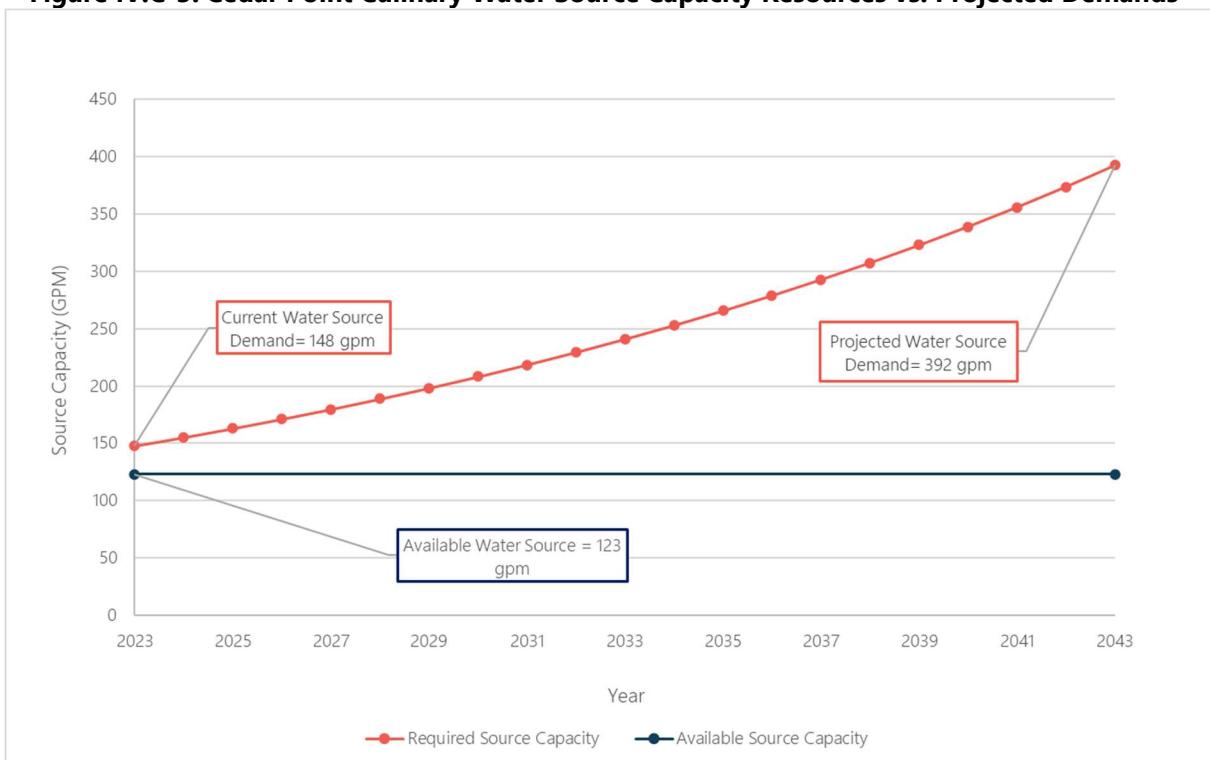


Figure IV.C-3: Cedar Point Culinary Water Source Capacity Resources vs. Projected Demands

D. RECOMMENDED WATER SOURCE CAPACITY IMPROVEMENTS

Because of the insufficient amount of water source in the projected future, it is recommended that a new well be constructed in Cedar Point and Cannan Springs to cover the deficits shown above along with equipping the Rock Well in Cedar Point which will give approximately another 100 gpm resulting in an existing surplus of 75 gpm rather than a deficit of 25 gpm.

V. WATER STORAGE CAPACITY ANALYSIS

A. EXISTING WATER STORAGE CAPACITY

To analyze storage capacity, all available culinary water storage must first be identified. The existing storage facilities for Apple Valley consist of two tanks (both 220,000 gal.), two tanks for Cannan Springs (100,000 gal and 50,000 gal), and 1 tank for Cedar Point (1,000,000 gal.). The total storage is shown in Table V.A-1 through Table V.A-3 below.

Table V.A-1: Apple Valley Culinary Water Storage Capacity

Existing Storage Capacity:	
Apple Valley Tank 1	220,000 gal.
Apple Valley Tank 2	220,000 gal.
Total Existing Storage Capacity	440,000 gal.

Table V.A-2: Cannan Springs Culinary Water Storage Capacity

Existing Storage Capacity:	
Cannan Springs Tank 1	100,000 gal.
Cannan Springs Tank 2	50,000 gal.
Total Existing Storage Capacity	150,000 gal.

Table V.A-3: Cedar Point Culinary Water Storage Capacity

Existing Storage Capacity:	
Cedar Point Tank	1,000,000 gal.
Total Existing Storage Capacity	1,000,000 gal.

B. EXISTING REQUIRED WATER STORAGE CAPACITY

Water storage capacity requirements are found in the State of Utah Administrative Rules for Public Drinking Water Systems, R309-510. These regulations require storage for a community's culinary water system to meet one full day's use requirement for all water connections, plus the required fire flows for a minimum of one hour.

Storage requirements for fire protection vary slightly from community to community. In general, fire flow requirements are set by the local Fire Chief or are based on building size and type of construction. The Statewide minimum fire flow is 1,000 gpm.

SECTION V – WATER STORAGE CAPACITY ANALYSIS

Item 2.

This is also the minimum fire flow required for BPWSSD. Based on this information, the current required storage capacity is calculated as shown in Table V.B-1 through Table V.B-3.

Table V.B-1: Apple Valley Current Required Culinary Water Storage Capacity

	339 gpd	X	345	ERUs	=	116,712	gpd
ERU							
Fire Demand							
1,000 gpm	X	60 min	X	1 hr	=	60,000	gpd.
		1 hr					
Emergency Supply: 25% of required storage							
44,178 gpd							
Total Existing Required Storage							
220,890 gpd							
Total Existing Storage Capacity							
440,000 gpd							
Existing Storage Capacity Surplus							
219,110 gpd							

Table V.B-2: Cannan Springs Current Required Culinary Water Storage Capacity

	771 gpd	X	13	ERUs	=	10,027	gpd
ERU							
Fire Demand							
1,000 gpm	X	60 min	X	1 hr	=	60,000	gpd.
		1 hr					
Emergency Supply: 25% of required storage							
17,507 gpd							
Total Existing Required Storage							
87,533 gpd							
Total Existing Storage Capacity							
150,000 gpd							
Existing Storage Capacity Surplus							
62,467 gpd							

Table V.B-3: Cedar Point Current Required Culinary Water Storage Capacity

	677 gpd	X	157	ERUs	=	106,506	gpd
ERU							
Fire Demand							
1,000 gpm	X	60 min	X	1 hr	=	60,000	gpd.
		1 hr					
Emergency Supply: 25% of required storage							
41,627 gpd							
Total Existing Required Storage							
208,133 gpd							
Total Existing Storage Capacity							
1,000,000 gpd							
Existing Storage Capacity Surplus							
791,867 gpd							

The existing water storage capacity surplus or deficit is determined by subtracting the current required water storage capacity gallons from the total available water storage capacity gallons, which yields an existing surplus of 219,110 gpd for Apple Valley, a

surplus of 62,467 gpd for Cannan Springs, and a surplus of 791,867 gpd for Cedar Point.

C. PROJECTED REQUIRED WATER STORAGE CAPACITY

The projected required culinary water storage capacity at the end of the planning period is determined from the same factors explained previously, but the projected number of ERUs is inserted into the calculations as shown in Table V.C-1 through Table V.C-3.

Table V.C-1: Apple Valley Projected 20-Year Required Culinary Water Storage Capacity

339 gpd	X	915	ERUs	=	309,671	gpd
ERU						
Fire Flow						
1,000 gpm	X	60 min	X	1 hr	=	60,000 gpd
		1 hr				
Emergency Supply: 25% of required storage						92,418 gpd
Total Required Storage						462,089 gpd
Total Existing Storage Capacity						440,000 gpd
Future Storage Capacity Deficit						(22,089) gpd

Table V.C-2: Cannan Springs Projected 20-Year Required Culinary Water Storage Capacity

771 gpd	X	126	ERUs	=	97,000	gpd
ERU						
Fire Flow						
1,000 gpm	X	60 min	X	1 hr	=	60,000 gpd
		1 hr				
Emergency Supply: 25% of required storage						39,250 gpd
Total Required Storage						196,250 gpd
Total Existing Storage Capacity						150,000 gpd
Future Storage Capacity Surplus						(46,250) gpd

Table V.C-3: Cedar Point Projected 20-Year Required Culinary Water Storage Capacity

677 gpd	X	417	ERUs	=	282,593	gpd
ERU						
Fire Flow						
1,000 gpm	X	60 min	X	1 hr	=	60,000 gpd
		1 hr				
Emergency Supply: 25% of required storage						85,648 gpd
Total Required Storage						428,241 gpd
Total Existing Storage Capacity						1,000,000 gpd
Future Storage Capacity Surplus						571,759 gpd

The projected water storage capacity surplus or deficit is determined by subtracting the projected required water storage capacity from the total available water storage capacity, which yields a projected deficit of 22,089 gpd for Apple Valley, a deficit of 46,250 gpd for Cannan Springs, and a surplus of 571,759 gpd for Cedar Point at the end of the planning period.

Figure V.C-1 through Figure V.C-3 shows the projected culinary water storage capacity demands vs. BPWSSD's existing available storage capacity resources throughout the planning period.

Figure V.C-1: Apple Valley Water Storage Capacity vs. Projected Demands

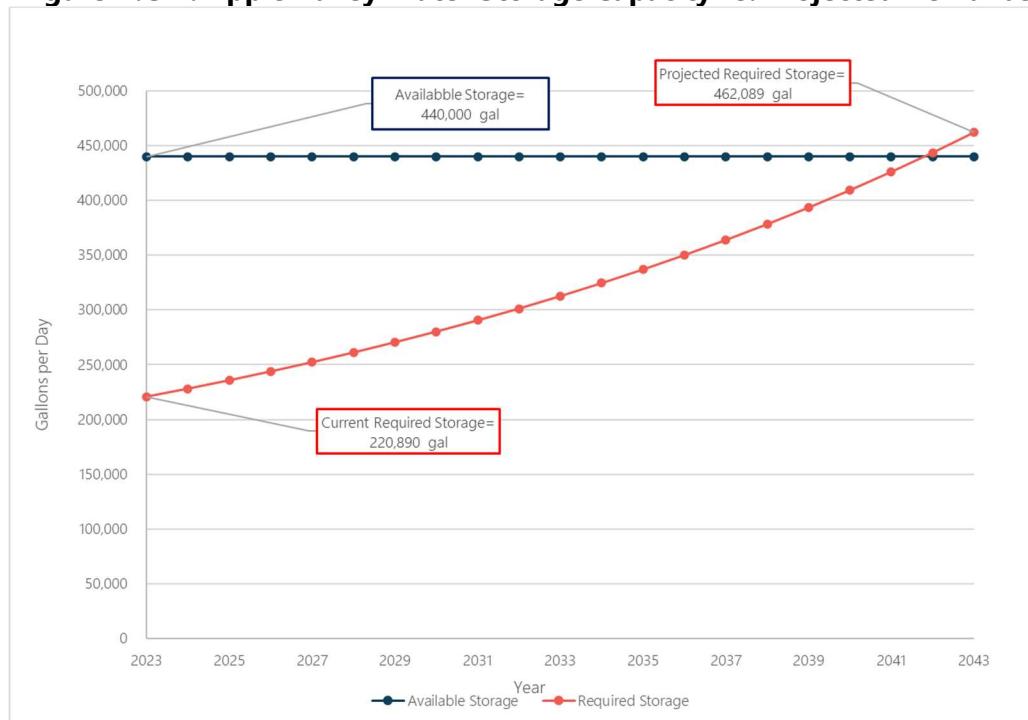
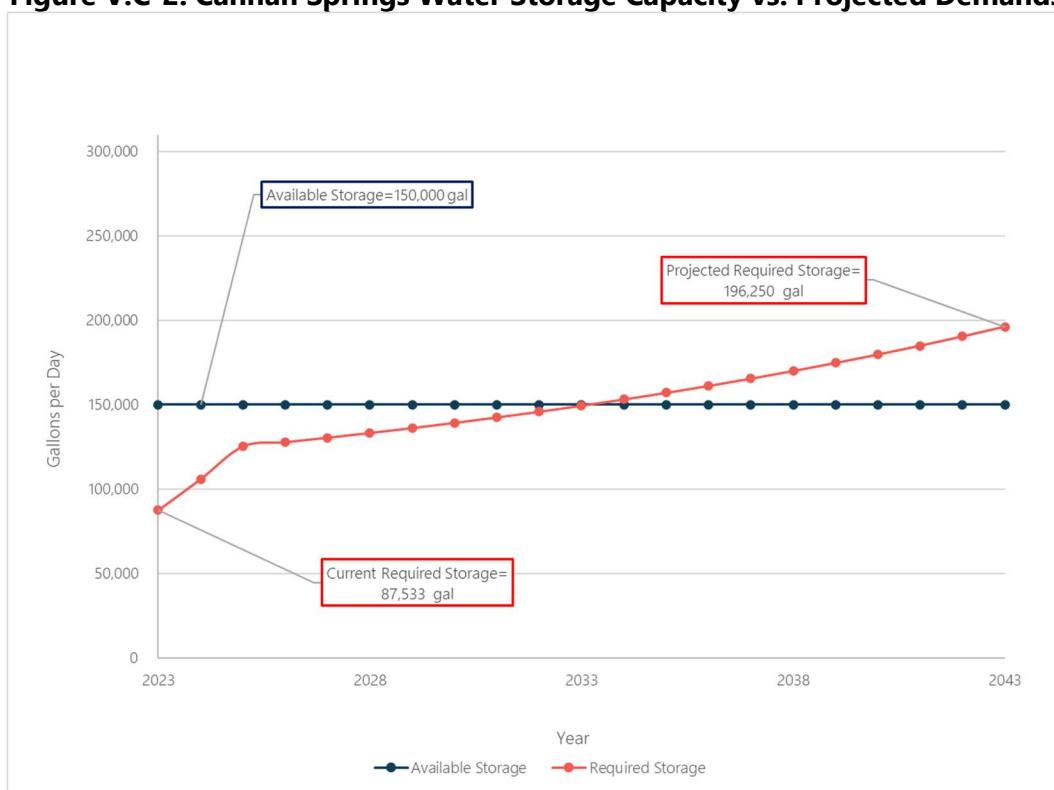
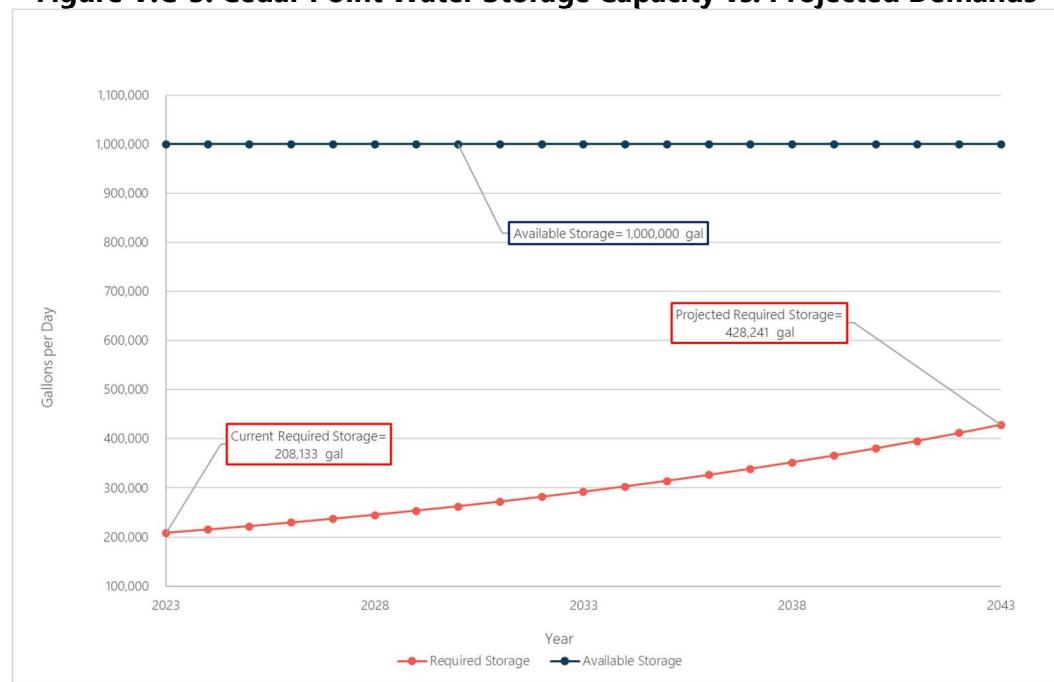


Figure V.C-2: Cannan Springs Water Storage Capacity vs. Projected Demands**Figure V.C-3: Cedar Point Water Storage Capacity vs. Projected Demands**

D. EXISTING ELEVATION CONSTRAINTS

In order to supply adequate pressure throughout the system in Apple Valley, a new 1,000,000-gallon tank being used to help supply adequate pressures throughout the system should be placed at an elevation of about 4,970 ft which may be obtainable on the hills just north of where the current tanks are located.

Cannan Springs and Cedar Point do not currently have tank elevation constraints.

E. RECOMMENDED WATER STORAGE CAPACITY IMPROVEMENTS

Projected storage requirements will need to be evaluated as subdivisions are approved and constructed. It is anticipated that the majority of growth in Cedar Point will be within the service limits of the existing tank, thus no improvements for this area have been recommended.

However, due to the projected deficit of about 46,250 gpd in Cannan Springs, it is recommended that Cannan Springs increases their storage with a 100,000-gallon tank.

Apple Valley is currently projected to have a storage deficit for the planning period and the tanks are at a lower elevation so an additional tank at higher elevation will be needed to help Apple Valley be within the state pressure requirements. A new 1,000,000-gallon tank is recommended to help with pressure and storage requirements throughout the system and support the growth and construction of future communities.

Figure V.E-1 and Figure V.E-2 below shows the projected water storage capacity demands vs. BPWSSD's available storage capacity throughout the planning period for Apple Valley and Cannan Springs with these recommendations. Should the local fire authority change the fire flow requirements for the district, sizing for the Cannan Springs tank may need to be increased.

SECTION V – WATER STORAGE CAPACITY ANALYSIS

Item 2.

Figure V.E-1: Apple Valley Culinary Water Storage Capacity vs. Projected Demands

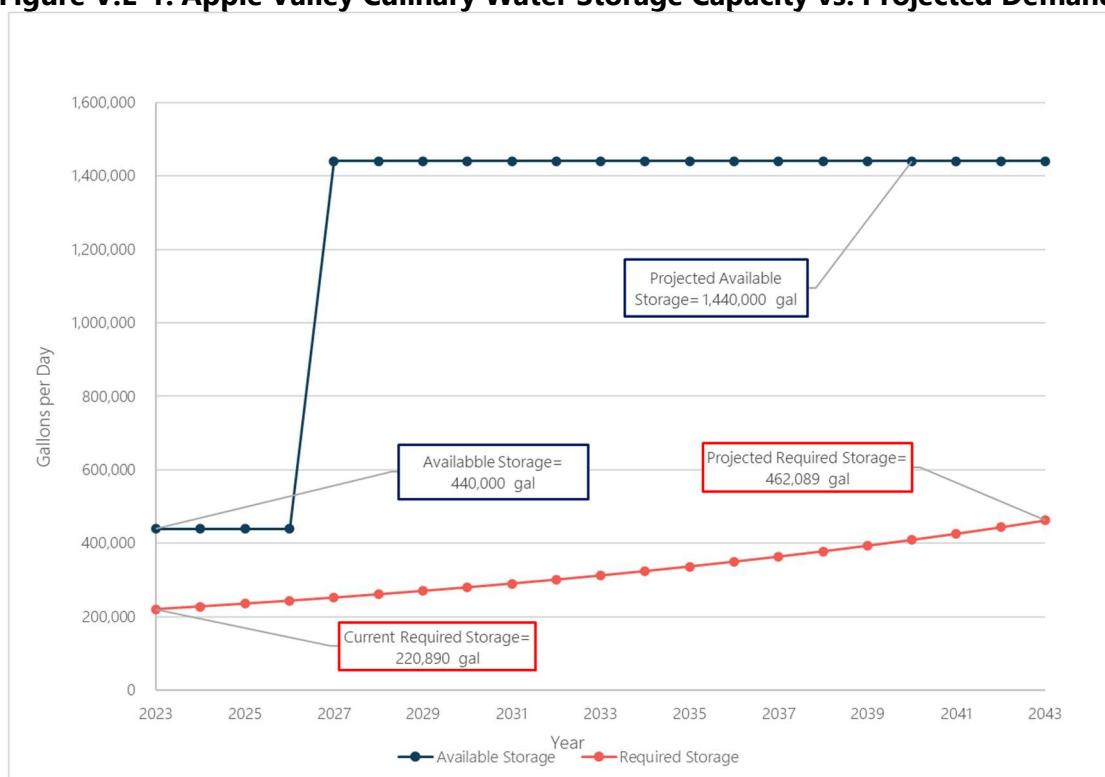
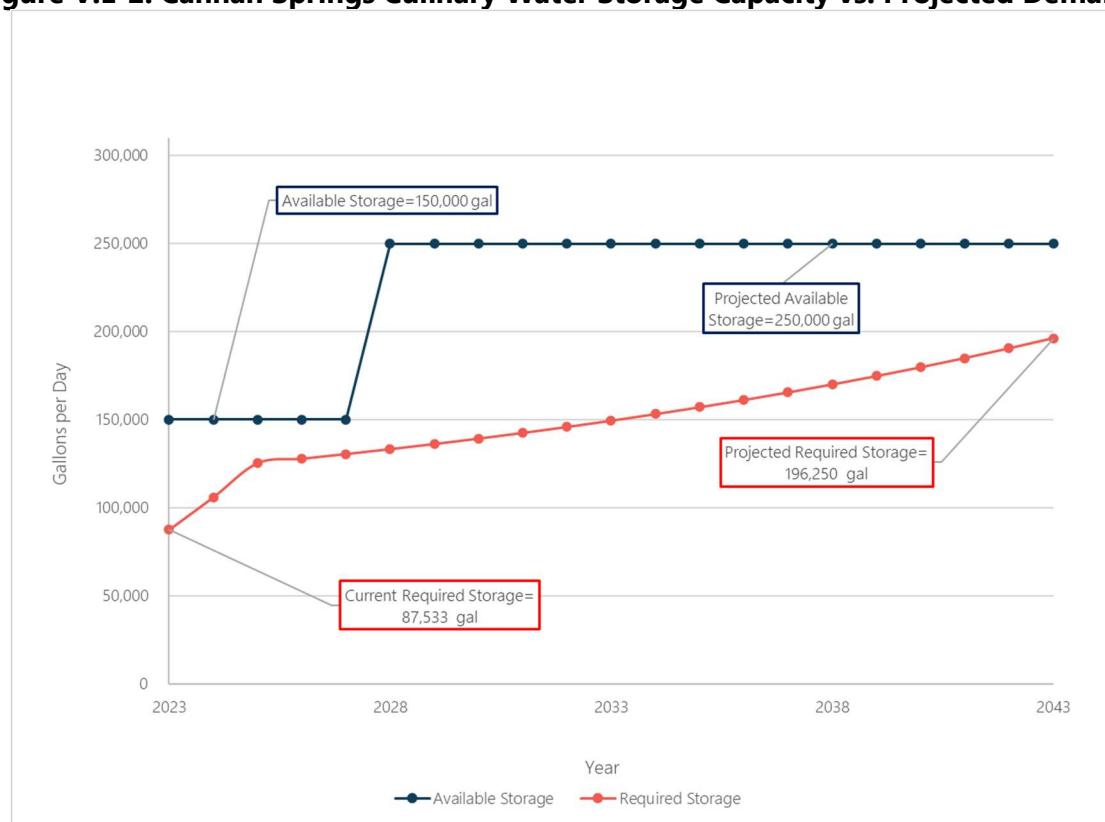


Figure V.E-2: Cannan Springs Culinary Water Storage Capacity vs. Projected Demands



VI. WATER TREATMENT REQUIREMENTS

A. GENERAL REQUIREMENTS

BPWSSD does not currently treat water. As growth occurs it may become necessary to treat water. As new growth occurs and additional sources are put online, the distribution system should be improved so all sources tie directly into storage before source water enters the distribution system.

The State of Utah Public Drinking Water Regulations R309, in accordance with the National Safe Drinking Water Act, have adopted "primary" regulations for the protection of public health and "secondary" regulations related to taste and aesthetics. Applicable "primary" standards and treatment techniques must be met by all public drinking water systems. "Secondary" standards are optional standards which are meant to help water suppliers avoid consumer complaints.

VII. WATER DISTRIBUTION SYSTEM ANALYSIS

A. EXISTING DISTRIBUTION SYSTEM ANALYSIS

The State of Utah Administrative Rules for Public Drinking Water Systems, R309-510, require distribution systems to be sized to supply peak instantaneous flows, while maintaining a minimum system pressure of 30 psi. The rule also requires that distribution systems are able to supply peak day flows plus fire flows for a minimum of 1 hour, while maintaining a minimum system pressure of 20 psi. The system also needs to provide peak day flows while maintaining a minimum system pressure of 40 psi. As a general guideline, it is recommended that the system be able to provide a minimum static pressure of 50 psi at every point in the distribution system.

The indoor peak instantaneous demand equation (see Table VII.A-1 through Table VII.A-3) is found in the State of Utah Public Administrative Rules for Drinking Water Systems, R309-510. This rule also provides a flow requirement of 2.83 gpm per irrigated acre for use in determining the outdoor peak instantaneous demand. By taking a representative sample of homes/yards in BPWSSD and averaging the area of irrigated landscaping, an average area of 0.03 irrigated acres per ERU was determined and used to estimate the outdoor peak instantaneous demand. The number of outdoor ERUs represents the estimated number of existing ERUs because there is no secondary irrigation system.

Table VII.A-1: Apple Valley Current Required Distribution Demands

Indoor Peak Instantaneous Demand:	
$Q = 10.8 \times N^{.64}$	N= Number of ERU's
$Q = 10.8 \times 345^{.64}$	= 454 gpm
Outdoor Peak Instantaneous Demand: $Q = N \times \text{Irr. Acre/ERU} \times \text{gpm/Irr. Acre}$	
$Q = 345 \text{ ERU} \times \frac{0.03 \text{ acre}}{\text{ERU}} \times \frac{2.83 \text{ gpm}}{\text{irr. acre}}$	= 29 gpm
Current Peak Instantaneous Demand	
	= 484 gpm
Peak Day Demand & Fire Flow	
All ERUs	
$345 \text{ ERUs} \times \frac{677 \text{ gpd}}{\text{ERU}} \times \frac{1 \text{ day}}{24 \text{ hr}} \times \frac{1 \text{ hr}}{60 \text{ min.}}$	= 162 gpm
	Fire Flow = 1,000 gpm
	Current Peak Day Demand + Fire Flow = 1,162 gpm

Table VII.A-2: Cannan Springs Current Required Distribution Demands

Indoor Peak Instantaneous Demand:			
$Q = 10.8 \times N^{.64}$			N= Number of ERU's
$Q = 10.8 \times 13^{.64}$			= 56 gpm
Outdoor Peak Instantaneous Demand: $Q = N \times \text{Irr. Acre/ERU} \times \text{gpm/Irr. Acre}$			
$Q = 13 \text{ ERU} \times \frac{0.03 \text{ acre}}{\text{ERU}} \times \frac{2.8340278 \text{ gpm}}{\text{irr. acre}}$			= 1 gpm
Current Peak Instantaneous Demand			= 57 gpm
Peak Day Demand & Fire Flow			
All ERUs			
13 ERUs X	$\frac{1,543 \text{ gpd}}{\text{ERU}}$	$\frac{1 \text{ day}}{24 \text{ hr}}$	$\frac{1 \text{ hr}}{60 \text{ min.}}$
			= 14 gpm
			Fire Flow = 1,000 gpm
Current Peak Day Demand + Fire Flow			= 1,014 gpm

Table VII.A-3: Cedar Point Current Required Distribution Demands

Indoor Peak Instantaneous Demand:			
$Q = 10.8 \times N^{.64}$			N= Number of ERU's
$Q = 10.8 \times 157^{.64}$			= 275 gpm
Outdoor Peak Instantaneous Demand: $Q = N \times \text{Irr. Acre/ERU} \times \text{gpm/Irr. Acre}$			
$Q = 157 \text{ ERU} \times \frac{0.03 \text{ acre}}{\text{ERU}} \times \frac{2.83 \text{ gpm}}{\text{irr. acre}}$			= 13 gpm
Current Peak Instantaneous Demand			= 288 gpm
Peak Day Demand & Fire Flow			
All ERUs			
157 ERUs X	$\frac{1,354 \text{ gpd}}{\text{ERU}}$	$\frac{1 \text{ day}}{24 \text{ hr}}$	$\frac{1 \text{ hr}}{60 \text{ min.}}$
			= 148 gpm
			Fire Flow = 1,000 gpm
Current Peak Day Demand + Fire Flow			= 1,148 gpm

As previously discussed, the peak day demand is 2 times the average amount of historical usage. The State regulation for fire flow requires a minimum of 1,000 gpm if no recommendation has been provided by the local fire authority. State regulations require all fire hydrants to be served from 8-inch diameter or larger pipelines unless it can be proven through the use of modeling that 6-inch lines are sufficient.

The existing BPWSSD culinary water distribution system has been modeled for these demands using the computer program Infowater by Innovyze®. The main network of the distribution system is providing good service to the majority of connections.

However, there are a few locations where required pressures and flows are not able to be met. Improvements have been recommended to negate the existing deficiencies. These can be seen in Figures VII.C-1 through VII.C-3.

B. PROJECTED DISTRIBUTION SYSTEM ANALYSIS

The projected distribution system analysis is performed using the same assumptions as in the existing system analysis, except that the projected number of ERUs are inserted into the calculations. The projected peak instantaneous demand and peak day demand plus fire flow are calculated in Table VII.B-1 through Table VII.B-3. Exhibits of the current system can also be seen below in Figures VII.B-1 through VII.B-3

Table VII.B-1: Apple Valley Projected 20-Year Required Distribution Demands

Indoor Peak Instantaneous Demand:	
$Q = 10.8 \times N^{.64}$	N= Number of ERU's
$Q = 10.8 \times 915^{.64}$	= 849 gpm
Outdoor Peak Instantaneous Demand: $Q = N \times \text{Irr. Acre/ERU} \times \text{gpm/Irr. Acre}$	
$Q = 915 \text{ ERU} \times \frac{0.03 \text{ acre}}{\text{conn.}} \times \frac{2.83 \text{ gpm}}{\text{irr. acre}}$	= 78 gpm
Projected Peak Instantaneous Demand	= 926 gpm
Peak Day Demand & Fire Flow	
All ERUs	
$915 \text{ ERUs} \times \frac{677 \text{ gpd}}{\text{ERU}} \times \frac{1 \text{ day}}{24 \text{ hr}} \times \frac{1 \text{ hr}}{60 \text{ min.}}$	= 430 gpm
	Fire Flow = 1,000 gpm
	Projected Peak Day Demand + Fire Flow = 1,430 gpm

Table VII.B-2: Cannan Springs Projected 20-Year Required Distribution Demands

Indoor Peak Instantaneous Demand:			
Q=	10.8 X N^.64	N= Number of ERU's	
Q=	10.8 X 126 ^.64	=	238 gpm
Outdoor Peak Instantaneous Demand: $Q = N \times \text{Irr. Acre/ERU} \times \text{gpm/Irr. Acre}$			
Q=	126 ERU X $\frac{0.03 \text{ acre}}{\text{conn.}}$ X $\frac{2.8340278 \text{ gpm}}{\text{irr. acre}}$	=	11 gpm
Projected Peak Instantaneous Demand			
		=	249 gpm
Peak Day Demand & Fire Flow			
All ERUs			
126 ERUs X	$\frac{1,543 \text{ gpd}}{\text{ERU}}$ X $\frac{1 \text{ day}}{24 \text{ hr}}$ X $\frac{1 \text{ hr}}{60 \text{ min.}}$	=	135 gpm
		Fire Flow	= 1,000 gpm
		Projected Peak Day Demand + Fire Flow	= 1,135 gpm

Table VII.B-3: Cedar Point Projected 20-Year Required Distribution Demands

Indoor Peak Instantaneous Demand:			
Q=	10.8 X N^.64	N= Number of ERU's	
Q=	10.8 X 417 ^.64	=	513 gpm
Outdoor Peak Instantaneous Demand: $Q = N \times \text{Irr. Acre/ERU} \times \text{gpm/Irr. Acre}$			
Q=	417 ERU X $\frac{0.03 \text{ acre}}{\text{conn.}}$ X $\frac{2.8340278 \text{ gpm}}{\text{irr. acre}}$	=	35 gpm
Projected Peak Instantaneous Demand			
		=	549 gpm
Peak Day Demand & Fire Flow			
All ERUs			
417 ERUs X	$\frac{1,354 \text{ gpd}}{\text{ERU}}$ X $\frac{1 \text{ day}}{24 \text{ hr}}$ X $\frac{1 \text{ hr}}{60 \text{ min.}}$	=	392 gpm
		Fire Flow	= 1,000 gpm
		Projected Peak Day Demand + Fire Flow	= 1,392 gpm

APPLE VALLEY

Item 2.

MAP LEGEND



0 875 1750

1 In = 1,750 Feet

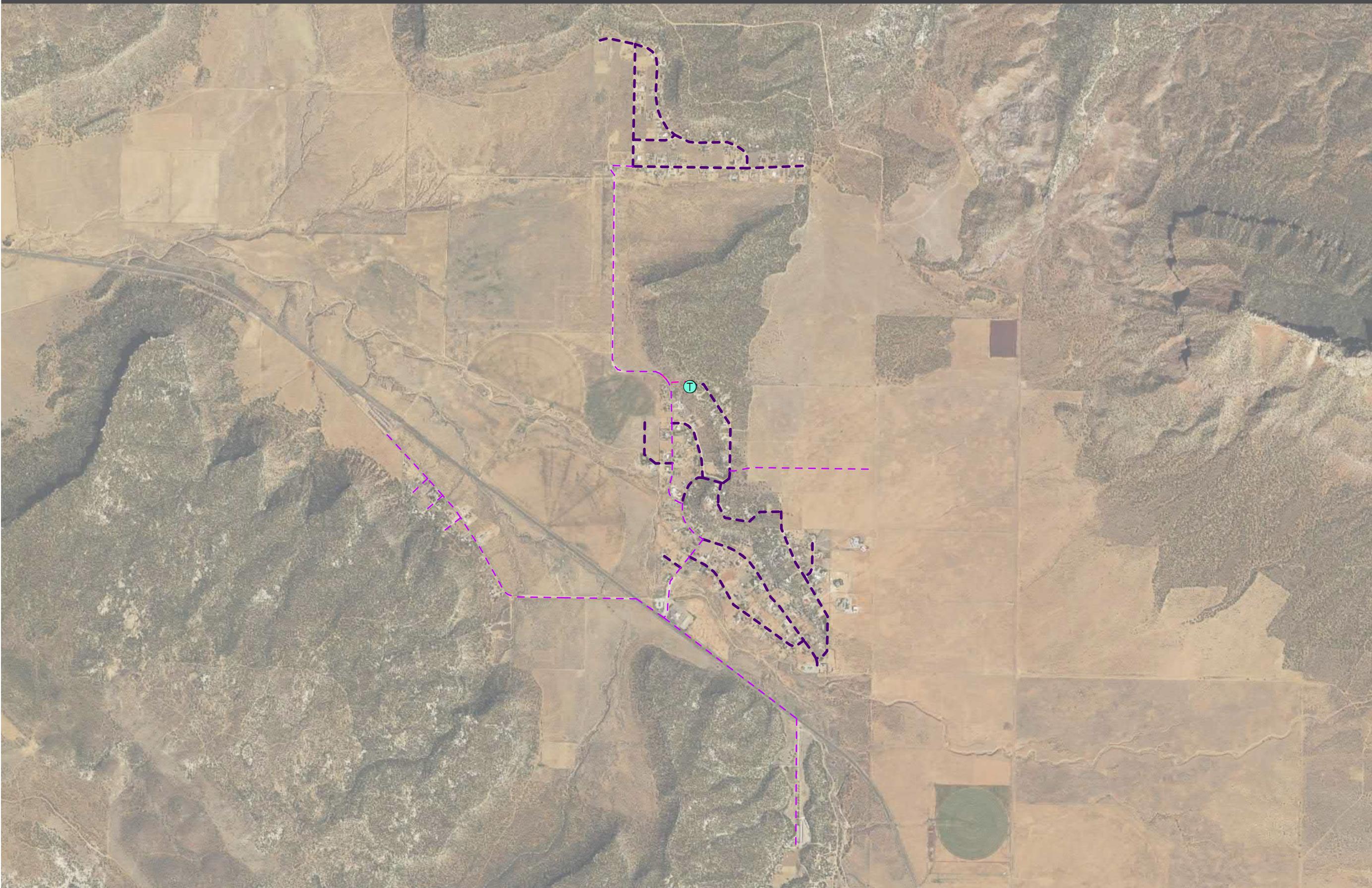
Water Tank

Existing Water Mains

8"

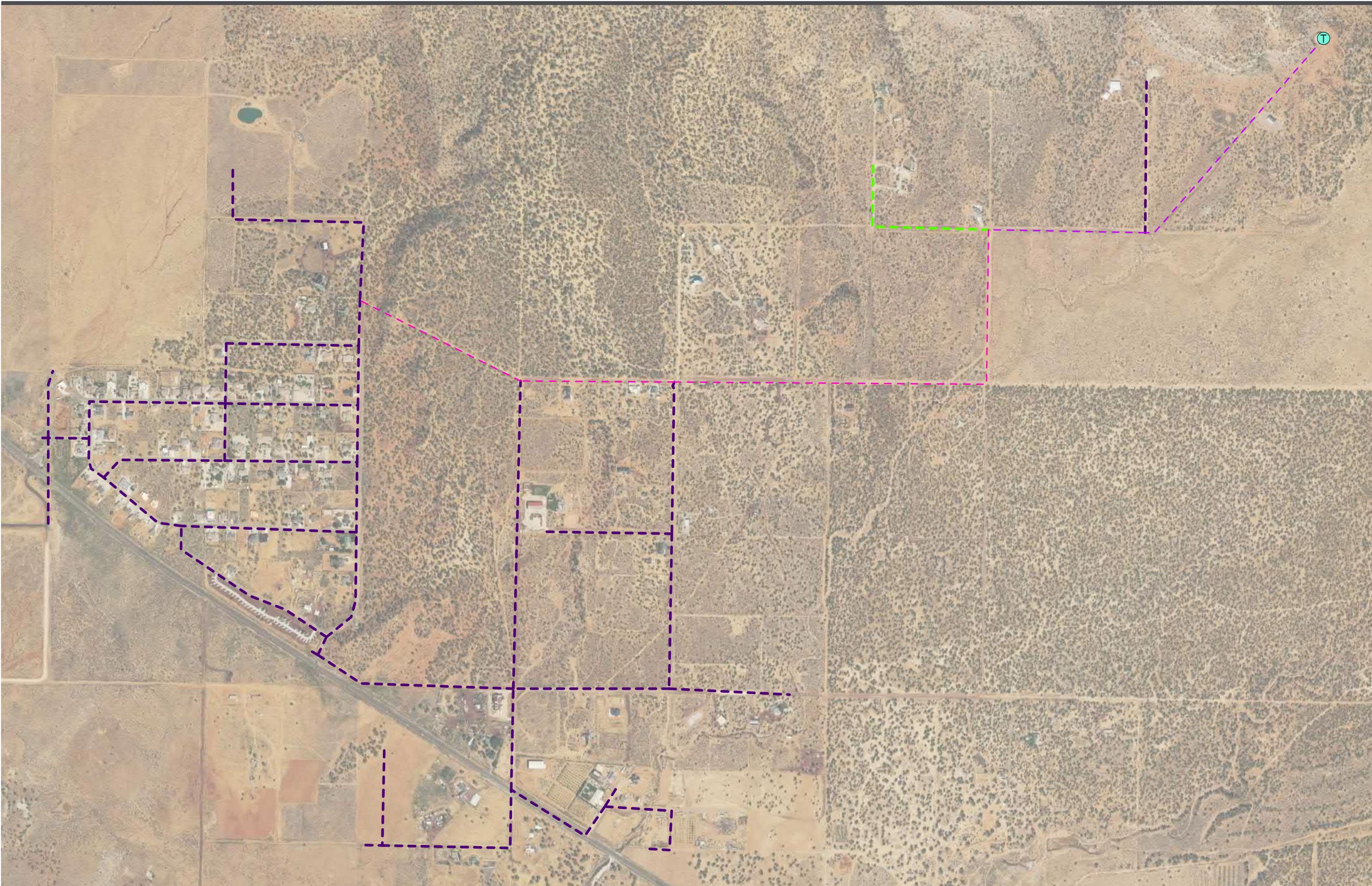
10"

12"



CEDAR POINT

Item 2.



MAP LEGEND



0 400 800
1 In = 800 Feet

- Water Tank
- Existing Water Mains
 - 6"
 - 8"
 - 10"
 - 12"

CANNAN SPRINGS

Item 2.



MAP LEGEND



0 250 500

1 In = 500 Feet

Water Tank

Existing Water Mains

— 8"

A final model incorporating all of the recommended distribution system improvements has also been created. This system was modeled using the projected 2043 system demands. With these modifications, the system will be able to meet projected peak day demands with a 1,000-gpm fire flow.

The projected peak instantaneous demands (while maintaining a minimum pressure of 30 psi) and the projected peak day demands (while maintaining a minimum pressure of 40 psi) are able to be met throughout the entire system. Details of this analysis have also been provided in Appendix B.

C. RECOMMENDED DISTRIBUTION SYSTEM IMPROVEMENTS

In an effort to meet the State requirements with the current and future demands the following distribution system improvements are recommended. The recommendations are shown in the exhibits below.

APPLE VALLEY

Item 2.

MAP LEGEND



0 875 1750

1 In = 1,750 Feet

Water Tank

Existing Water Mains

8"

10"

12"

Water Tank Improvements

Water Control Valves Improvements

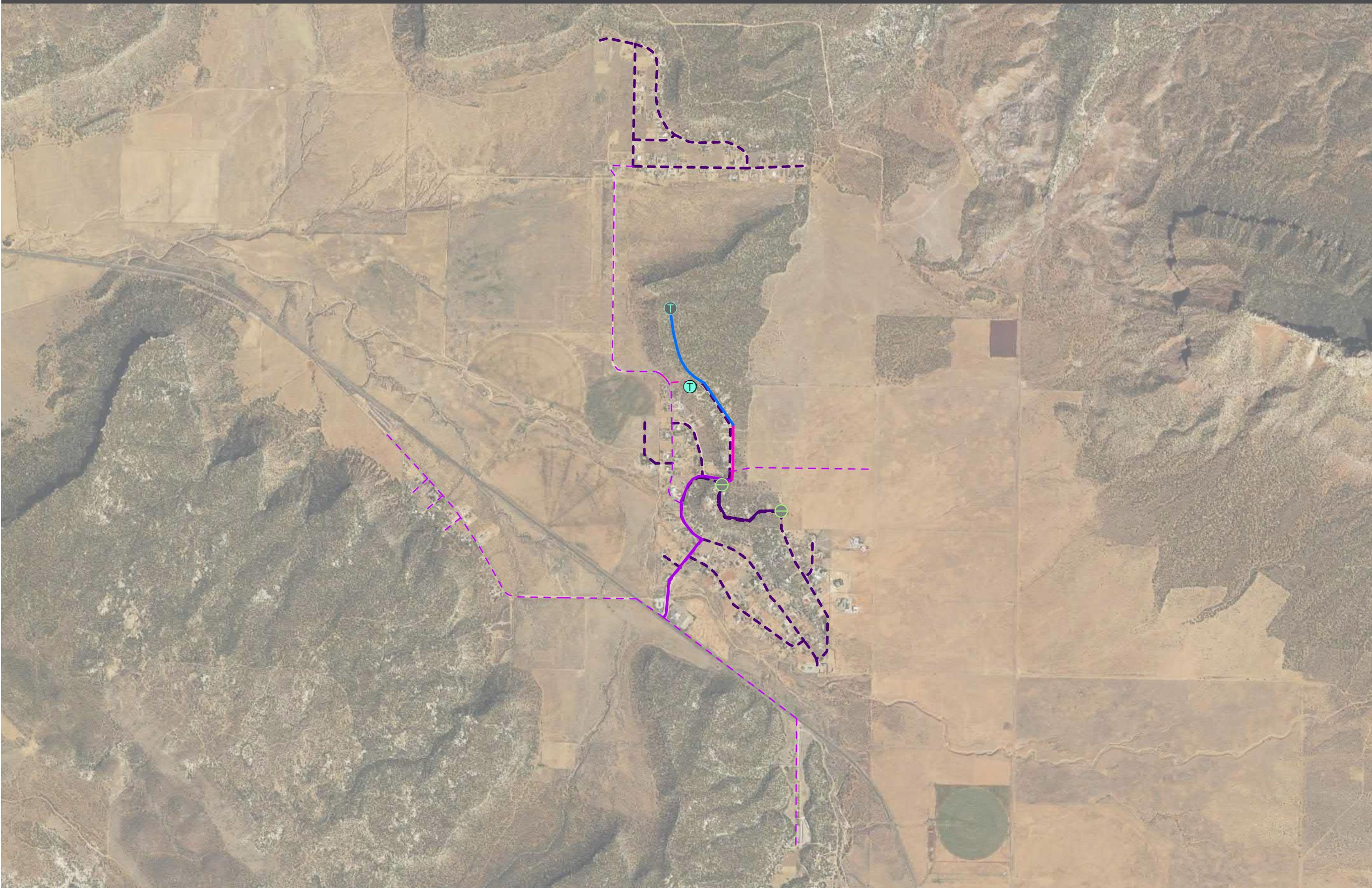
Water Mains Improvements

8"

10"

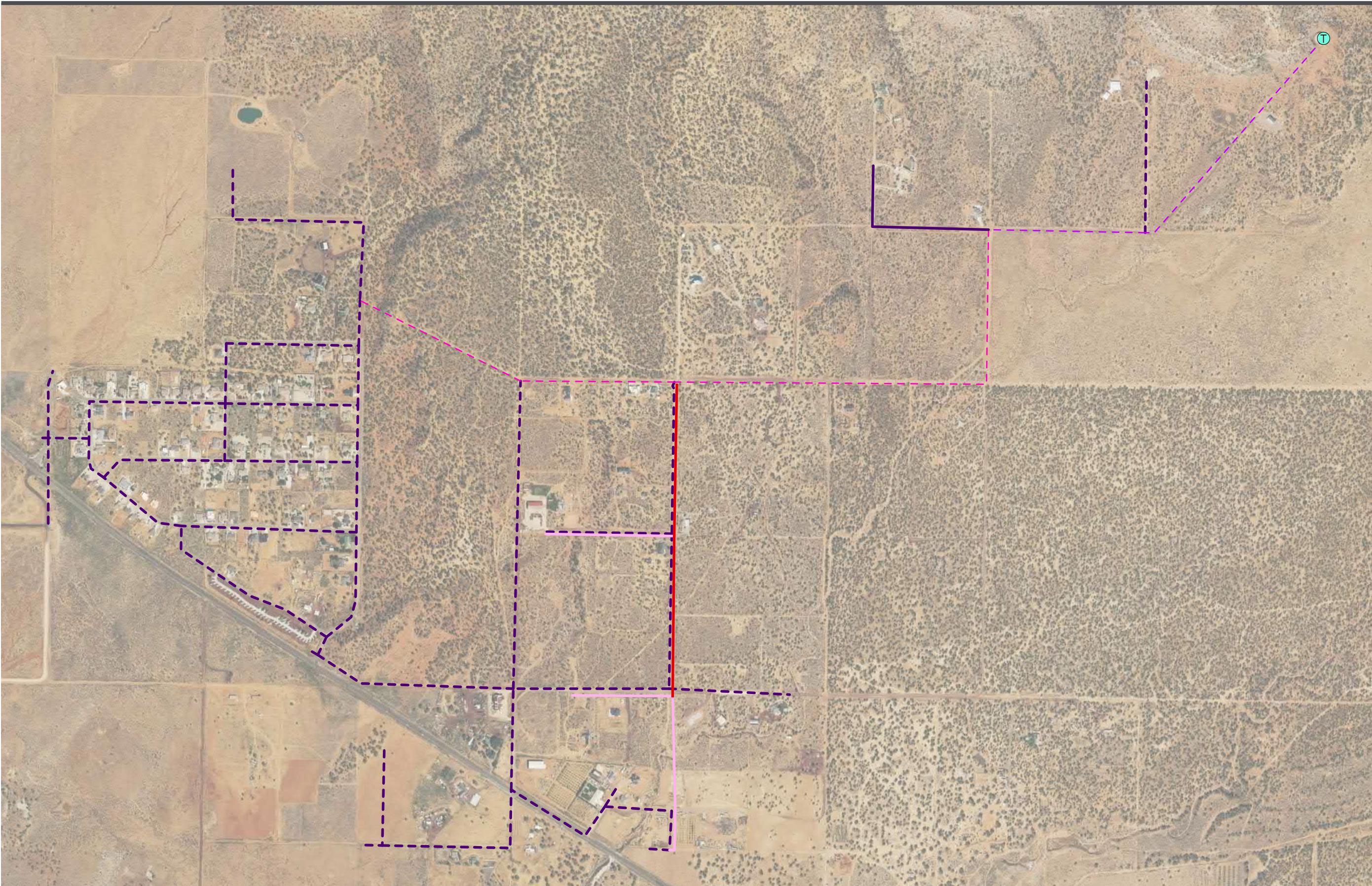
12"

16"



CEDAR POINT

Item 2.



MAP LEGEND



0 400 800
1 In = 800 Feet

- Water Tank
- Existing Water Mains
 - 6"
 - 8"
 - 10"
 - 12"
- Water Mains Improvements
 - 3"
 - 4"
 - 8"

CANNAN SPRINGS

Item 2.



MAP LEGEND



0 250 500

1 In = 500 Feet

- Water Tank
- Existing Water Mains
- 8"
- Water Mains Improvements
- 3"
- 10"

VIII. SUMMARY OF RECOMMENDED SYSTEM IMPROVEMENTS

A. RECOMMENDED SYSTEM IMPROVEMENTS

Based on the findings from Sections III - VII, showing immediate system needs as well as requirements for growth projected over the next 20 years, it is recommended that BPWSSD proceed with a construction project to implement improvements as required to bring the system into conformance with State rules. Table VIII.A-1 through Table VIII.A-3 summarizes the recommended improvements.

Table VIII.A-1: Apple Valley Recommended System Improvements

ANALYSIS	RECOMMENDED IMPROVEMENTS
1. Water Rights	No Improvements
2. Water Source Capacity	No Improvements
3. Water Storage Capacity	New High elevation 1,000,000 Gallon Tank Routine Tank Inspection Scada to All Tanks/Wells in all Systems
4. Distribution System	New Line to connect high elevation Tank will be tied back into the existing system using two PRVs. To do this will require approximately 2,523 ft of 16" pipe, 3,680 ft of 12" pipe, 1,250 ft of 10" pipe, and 1,800 ft of 8" pipe. Connect all three systems together with roughly 23,865 ft of pipe from Apple Valley to Cedar Point and roughly 23,180 ft of pipe from Cedar Point to Cannan Springs Additional Fire Hydrants

Table VIII.A-2: Cedar Point Recommended System Improvements

ANALYSIS	RECOMMENDED IMPROVEMENTS
1. Water Rights	No improvements
2. Water Source Capacity	New Well
3. Water Storage Capacity	Routine Tank Inspection.
4. Distribution System	Upgrade 6" line to 8" line (1,496 ft) Source Transmission Line 3" & 4" Line project (3,825 ft)

Table VIII.A-3: Cannan Springs Recommended System Improvements

ANALYSIS	RECOMMENDED IMPROVEMENTS
1. Water Rights	Water Right Plan
2. Water Source Capacity	New Well
3. Water Storage Capacity	New 100,000 Gallon Tank Routine Tank Inspection.
4. Distribution System	Replace the first 2,730' of 8" line coming from the tank toward the town with 10" line

B. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

An Engineer's Opinion of Probable Cost (EOPC) for the recommended water system improvements has been provided in Appendix D.

The EOPC includes all anticipated construction costs, contingency budgets, and all other normal project costs such as survey, administration, engineering, legal services, fiscal costs, rights-of-way, etc.

C. PROPOSED FINANCING PLAN

Table VIII.C-1 outlines a sample financing scenario for the recommended improvements. The financing scenario includes funding under the assumption that projects begin in fiscal year 2024 with the self-participation of \$50,000 being paid up front and new debt services beginning the following year in 2024. It has been assumed that a grant for approximately 30% of the project cost will be received for this analysis. After the District knows the actual value of the grant received this proposed financing plan may need to be reevaluated.

SECTION VIII – SUMMARY OF RECOMMENDED SYSTEM IMPROVEMENTS

Item 2.

TABLE VIII.C-1			
BIG PLAINS SSD WATER FY 2024 PROPOSED FINANCING PLAN			
TOTAL PROJECT COST			\$ 11,120,600
Proposed Funding:	Rate	Term in Yrs.	Principal
Self Participation			\$ 50,000
New Grant			\$ 3,320,000
New Loan	2.50%	30	\$ 7,750,600
TOTAL PROJECT FUNDING:			\$ 11,120,600
FY 2024 EXPENSES			
EXPENSES: (First Year of New Debt Serv. Pmt.)			
clerical contractor labor			\$3,537
town interlocal agreement costs			\$152
water salaries and wages			\$50,039
water benefits			\$28,982
admin salaries and wages			\$8,383
admin benefits			\$4,537
public postings			\$566
travel/fuel			\$896
training			\$334
books/subscriptions/memberships			\$1,076
admin supplies and expenses			\$5,885
postage			\$490
bank servic charges			\$1,062
professional service			\$23,327
accounting & audit fees			\$6,801
water testing			\$6,420
legal fees			\$4,499
system maintenance and repairs			\$11,304
system equipment			\$6,168
well maintenance and repairs			\$1,725
tank maintenance and repairs			\$2,599
equipment costs other than fuel			\$3,443
equipment fuel			\$2,513
utilities			\$13,931
telephone and internet			\$249
insurance			\$5,178
depreciation expense			\$142,813
interest expense			\$97,607
Subtotal Expenses:			\$434,517
EXISTING DEBT SERVICE			\$229,540
Subtotal Existing Annual Debt Service:			\$229,540
NEW DEBT SERVICE			
New Project Loan			\$370,305
Subtotal New Annual Debt Service:			\$370,305
Renewal and Replacement Fund (10% of Annual Expenses)			\$43,452
GRAND TOTAL EXPENSES:			\$1,077,814
ANNUAL INCOME	New Conn.	Fee	
*New Impact Fee	44	\$ 21,541	\$ 953,232
Impact Fee for Loan Repayment			\$ 513,272
Total Number Of <u>ERUs</u>			559
Average Monthly Water User Rate/ERU (with no other income)			\$95.04
OTHER INCOME			
Connection Fees			\$64,758
Water Standby Fees			\$42,411
Other Operating Income			\$32,172
Sundry Revenue			\$324
Interest Income			\$2,124
Total			\$141,789
Average Monthly Water User Rate/ERU			\$73.91
TOTAL ANNUAL INCOME:			\$1,591,086

IX. WATER RATE ANALYSIS

A. GENERAL

Generally, water rates are a combination of base rates and overage rates wherein a base amount of water is provided for the base rate charge. The base rate is charged to all connections in the system whether or not water is used and should cover all operation and maintenance costs of the system. Overage rates are normally set to encourage water conservation but should always cover all variable costs of the system. BPWSSD has established the following as their current service fee rate structure:

Table IX.A-1: Big Plains Existing Culinary Water Rates

Big Plains SSD Existing Residential Water Rate Structure		
Total Base Rate	\$49.00 per Conn./Month	
Includes	0 Gallons	
Overage Steps		
Cost Per 1,000 Gal.	Low Gallons	High Gallons
\$1.50	1	5,000
\$1.75	5,001	12,000
\$2.00	12,001	25,000
\$2.25	25,001	35,000
\$2.50	35,001	45,000
\$2.75	45,001	& UP
Example of Water User's Bill Based on Usage		
Usage	Amount	
(Gallons)	Existing Rates	
0	\$ 49.00	
5,000	\$ 56.50	
12,000	\$ 68.75	
25,000	\$ 94.75	
35,000	\$ 117.25	
90,000	\$ 266.00	

B. AVERAGE RATE DETERMINATION FOR FY2024

Table VIII.C-1 shows the values used to determine the average water rate per ERU which should be divided among all system customers. The table uses data for the year of the new debt service (2024) and uses the existing and new debt service as part of the equation.

Annual revenues must be sufficient to cover the expenses incurred by the construction, maintenance, and administration of the water system. These expenses could include items such as debt service, personnel services, operation & maintenance, insurance, and other supplies & expenses. It is strongly recommended that the District maintain

a funded depreciation account or a replacement fund to provide the money necessary for replacement and repair of water department facilities and pipelines. The loan for the proposed project may require a fund where at least 10% of the expenses, including debt service, be set aside for this purpose.

Based on the calculations shown in Table VIII.C-1 the average water rate per residential connection (1 ERU) for any newly adopted rate structure for the year 2024 would need to be approximately \$73.91. It should be noted that this assumes that the system has grown to a total of 559 ERUs Between Apple Valley, Cannan Springs, and Cedar Point and that the district has chosen to pursue construction of the proposed improvements. It is estimated that this rate would allow BPWSSD to pay the debt and operations costs associated with the culinary water system. The existing average monthly user rate revenue per ERU was calculated to be \$61.62 and determined to be insufficient to meet the \$73.91 per ERU that was calculated. A rate increase of \$12.29 is estimated to be needed to cover the anticipated expenses; however, rates should be looked at annually as expenses increase in a typical year.

C. BASE AND OVERAGE RATE DETERMINATION

This study includes separating the average user rate into base and overage rates and investigates possible rate structures that would promote conservation and work hand-in-hand with drought management policies. It is generally recommended that the base rate should cover the operation and maintenance (O&M) expenses of the system. Variable costs are covered by the overage rates. This rate scenario simply identifies base and overage rates that should satisfy the revenue requirements based on estimated O&M expenses and on projected water usage. BPWSSD is able to set the rate structure to any amount it deems to be fair. However, the rates should be such that the system remains financially viable. BPWSSD may decide to lower the base rate and increase variable costs in order to promote further conservation.

BPWSSD should have a rate schedule that will result in revenues that will provide the necessary culinary water system improvements as recommended in this Plan and maintain the current level of O&M. The base and overage rates should be examined each year to ensure that enough revenue is being generated to cover the expenses.

It is important to note that if BPWSSD does not experience any future growth which in turn will generate no revenue from impact fees, there will be a fixed base rate of about \$142 per connection that would be required in order to support the implementation of the recommended improvements in the Plan.

D. POSSIBLE RATE STRUCTURE

Tables IX.D-1, IX.D-2, and IX.D-3 illustrate possible rate structures based on the base and overage rates suggested in Section C. The overage rate structure is stepped to promote conservation by charging a higher amount for excessive water usage. The tables also include some examples of water bills based on the proposed rate structure and show bills based on existing rates for comparison. An amount is shown for the average monthly water use of approximately 14,043 gallons per month which is based on taking the weighted average of the daily usage per ERU for all three areas. This being 339 gpd for Apple Valley, 771 gpd for Cannan Springs, and 677 gpd for Cedar Point multiplied by the average numbers of ERC's. The weighted average comes out to be 453 gpd which is then used to get the monthly usage of 14,043 gallons. The way to confirm that the average rate produced will cover annual expenses is to implement the structure and evaluate the results after a full year of use.

Calculations based on the District's financial data show that the proposed rate structures should provide an average rate revenue sufficient to sustain the system. It is recommended that, if in a given year there are excess funds generated by the existing rate, these funds be saved in an interest-bearing Renewal and Replacement account for expenditures on future projects.

This plan can be tailored to include guidelines for adding new customers on a temporary basis to provide beneficial use of the surplus water. The intent of the process is to protect the surplus water right until BPWSSD needs the water based on BPWSSD additional growth. This action may produce an additional income stream which could possibly be used to reduce the user rate.

Adding the mentioned "new customers" will require legal counsel to set up the New Customer Agreement/s which will protect BPWSSD through the process.

SECTION IX - WATER RATE ANALYSIS

Item 2.

TABLE IX.D-1		
Big Plains SSD		
Possible Residential Water Rate Structure (Option 1)		
Total Base Rate	\$49.00	per Conn./Month
Includes	0	Gallons
Overage Steps		
Cost Per 1,000 Gal.	Low Gallons	High Gallons
\$2.30	1	5,000
\$2.55	5,001	12,000
\$2.80	12,001	25,000
\$3.05	25,001	35,000
\$3.30	35,001	45,000
\$3.55	45,001	& UP
Example of Water User's Bill Based on Usage		
Usage	Amount	
(Gallons)	Existing Rates	Proposed Rates
0	\$ 49.00	\$ 49.00
5,000	\$ 56.50	\$ 60.50
12,000	\$ 68.75	\$ 78.35
14,000	\$ 72.75	\$ 83.95
25,000	\$ 94.75	\$ 114.75
35,000	\$ 117.25	\$ 145.25
90,000	\$ 266.00	\$ 338.00

TABLE IX.D-2		
Big Plains SSD		
Possible Residential Water Rate Structure (Option 2)		
Total Base Rate	\$60.00	per Conn./Month
Includes	0	Gallons
Overage Steps		
Cost Per 1,000 Gal.	Low Gallons	High Gallons
\$1.30	1	5,000
\$1.50	5,001	12,000
\$1.70	12,001	25,000
\$1.90	25,001	35,000
\$2.10	35,001	45,000
\$2.30	45,001	& UP
Example of Water User's Bill Based on Usage		
Usage	Amount	
(Gallons)	Existing Rates	Proposed Rates
0	\$ 49.00	\$ 60.00
5,000	\$ 56.50	\$ 66.50
12,000	\$ 68.75	\$ 77.00
14,000	\$ 72.75	\$ 80.40
25,000	\$ 94.75	\$ 99.10
35,000	\$ 117.25	\$ 118.10
90,000	\$ 266.00	\$ 242.60

TABLE IX.D-3		
Big Plains SSD		
Possible Residential Water Rate Structure (Option 3)		
Total Base Rate	\$70.00	per Conn./Month
Includes	0	Gallons
Overage Steps		
Cost Per 1,000 Gal.	Low Gallons	High Gallons
\$0.50	1	5,000
\$0.60	5,001	12,000
\$0.70	12,001	25,000
\$0.95	25,001	35,000
\$1.20	35,001	45,000
\$1.45	45,001	& UP
Example of Water User's Bill Based on Usage		
Usage	Amount	
(Gallons)	Existing Rates	Proposed Rates
0	\$ 49.00	\$ 70.00
5,000	\$ 56.50	\$ 72.50
12,000	\$ 68.75	\$ 76.70
14,000	\$ 72.75	\$ 78.10
25,000	\$ 94.75	\$ 85.80
35,000	\$ 117.25	\$ 95.30
90,000	\$ 266.00	\$ 172.55

E. SUMMARY

Based on the District's financial data and the information presented in this Plan, the existing average monthly user rate revenue per ERU of \$61.62 has been determined to be insufficient to meet the \$73.91 per ERU that is needed per the Financing Plan. A rate increase of \$12.29 is estimated to be needed to cover the anticipated expenses. Rate structure option 1 left the base rate the same as the current base rate of \$49. Options 2 and 3 show what the overage rates would look like by increasing base rate of \$60 and \$70. Water rates and fees should be reviewed by BPWSSD periodically to ensure that they keep up with inflation rates and increased costs in system maintenance. The Cash Flow Projection included in Appendix E does not assume a yearly rate increase.

BPWSSD does not have to adopt the amounts shown in the rate analysis. However, the rates suggested are calculated to be enough to ensure that the water fund remains viable while paying for the existing debt service and the projected debt based on the recommendations in this plan. The existing debt is projected to be paid off by FY 2054, in which case the rate structure may want to be reconsidered.

X. IMPACT FEES

A. IMPACT FEE

This report constitutes a capital fee facilities plan to determine the public facilities requirement to serve development resulting from new development activity. An impact fee that is charged by a community may be used to pay for capital costs and the debt service associated with surplus capacity built into the system provided actual costs can be documented. The surplus capacity in the water system can be assessed to growth, and for this reason, impact fees can pay for that portion of the debt service associated with the system surplus capacity. The impact fee should also be used to pay for the cost of improvements to the system that are required to support new growth as new connections are added to the system. It is recommended that an impact fee be charged on all new connections at the time of plat approval to help with the necessary capital improvements that BPWSSD will be taking on. It should be noted that the connection fees may not be combined into the impact fee. The State of Utah has mandated that connection fees may only be charged for the actual costs of the connection into the water system.

B. CALCULATION

The total cost that is eligible for the impact fee assessment is equal to the existing debt service from previous water improvements projects that can be attributed to new growth plus the portion of any planned water improvements project that will be constructed to accommodate new growth. The combined total cost that is due to new growth is divided by the projected number of new ERUs that will be added to the system within the service area. The impact fee calculation can be found in Table X.B-1.

All recommended projects are required to improve the system regardless of growth. However, most of the recommendations benefit new growth as well and therefore are partially impact fee eligible. It was determined that the impact fee eligibility of all the proposed improvement projects would be equal to 82% leaving a total of \$11,385,726 that is impact fee eligible. A breakdown of all the different projects and the amounts that are impact fee eligible can be seen below in Table X.B-1. The storage improvements, water right plan, and water source for Cannan Springs along with the

water source for Cedar Point and the project to connect all three systems were all deemed to be 100% impact fee eligible because they would be required to maintain the current level of service during future growth. The distribution system improvements for Cannan Springs was deemed 0% impact fee eligible because it is only required to for the existing pipelines and future development does not impact the projects. The storage improvements for Apple valley are 96% impact fee eligible and the distribution system improvements for Apple Valley and Cedar Point are 34% and 77% impact fee eligible, respectively.

TABLE X.B-1
BIG PLAINS SSD
IMPACT FEE ANALYSIS
CULINARY WATER MASTER PLAN

6/5/23

EXISTING DEBT SERVICE					Remaining Debt	% Eligible	Eligible
Debt Service-Principle-2013 Water Bond	\$ 1,690,000.00	52%	\$	879,645			
Debt Service-Principle-2014A Water Bond	\$ 2,089,653.86	52%	\$	1,087,665			
Debt Service-Principle-2014B Water Bond	\$ 268,136.48	52%	\$	139,565			
Debt Service-Principle-well 59	\$ 60,000.00	52%	\$	31,230			
Debt Service-Principle-Canna Springs	\$ 295,000.00	52%	\$	153,548			
Total debt service	\$ 4,402,790.34	52%	\$	2,291,652			
PROPOSED IMPROVEMENT PROJECTS							
Project	Year	Total Cost	%IFE	Impact Fee Eligible			
Water Storage Capacity Improvements - Apple Valley	2024	\$ 2,161,000	96%	\$	2,074,560		
Water Storage Capacity Improvements - Cannan Springs	2024	\$ 585,400	100%	\$	585,400		
Water Right Plan - Cannan Springs	2024	\$ 11,500	100%	\$	11,500		
Water Source - Cannan Springs	2024	\$ 573,300	100%	\$	573,300		
Water Source - Cedar Point	2024	\$ 573,300	100%	\$	573,300		
Distribution System Improvements - Apple Valley	2024	\$ 1,967,500	34%	\$	664,013		
Distribution System Improvements - Cannan Springs	2024	\$ 499,400	0%	\$	-		
Distribution System Improvements - Cedar Point	2024	\$ 604,200	77%	\$	467,000		
Connecting Apple Valley, Cannan Springs, Cedar Point Distribution Syten	2024	\$ 4,145,000	100%	\$	4,145,000		
Proposed Improvements total:	\$ 11,120,600	82%	\$	9,094,073			
Impact Fee Eligible Cost for Projects	\$ 11,385,726						
No. of ERUs (2024)				559			
Future ERUs (2039)				1,199			
No. of New ERU's Due to Growth				640			
Maximum Eligible Impact Fee Amount = Total Eligible Cost / New ERU's	\$ 17,788	/ERU					
P:\Apple Valley Town\08320 Big Plains Culinary Water Master Plan & IFFP\06 Design\Apple Valley 5 Point Analysis final - Update\lsxl\I.F.							

Table X.B-1 shows that the maximum impact fee that BPWSSD may assess each new ERU is \$17,788. BPWSSD is free to charge less than the maximum if it decides to do so but should ensure that collected impact fees are sufficient to cover future culinary water system impacts due to growth. This is based on an assumed project construction timeline of 15 years.

The city is also free to charge impact fees based on meter size if they choose to do so. The maximum fee for each meter size is determined by the increase in cross sectional area in relation to the average residential meter size of $\frac{3}{4}$ ". Table X.B-2 below shows the maximum fee with this calculation up to a 3" meter size.

Table X.B-2: Big Plains Maximum Impact Fees

Meter Size	X-Sectional Area (in ²)	% Area Increase	Maximum Non-Residential Impact Fee per Unit
3/4"	0.44	0%	\$ 17,788.00
1"	0.79	78%	\$ 31,623.11
1 1/2"	1.77	300%	\$ 71,152.00
2"	3.14	611%	\$ 126,492.44
3"	7.07	1500%	\$ 284,608.00

It is important to note that these impact fees are for the improvements suggested in Section VII and do not provide for the district to design and build anything beyond the proposed projects.

All new additions to the system will need to be considered in the impact fee calculations. Otherwise the developer should be required to make the improvements.

C. IMPACT FEE CERTIFICATION

The Impact Fee Certification is included as Appendix F.

D. IMPACT FEE RELATED ITEMS

There are a few items related to Impact Fees that BPWSSD staff should keep in mind when planning for, collecting, and expending Impact Fees.

Generally, it is a good idea to update this plan at least every five years, or more frequently if occasion arises.

District board members should be made aware that, in conformance with Utah Code 11-36a-602, Impact Fees can generally only be expended for a system improvement that is identified in the Impact Fee Facilities Plan and that is for the specific public facility type for which the fee was collected (i.e. transportation impact fees cannot be used for water or sewer projects). Also, Impact Fees in Utah must be expended or encumbered for a permissible use within six years of their receipt unless 11-36a-602(2)(b) applies.

BPWSSD board members should also ensure that proper accounting of the Impact Fees occurs (track each fee in and out). See Utah Code 11-36a-601.

APPENDIX A

FIVE POINT ANALYSIS

Water Rights:

Apple Valley Current & Projected Required Water Right (2023-2043):				
Year	Number of ERUs	Avg. Usage (gpd/conn.)	Existing Water Rights	Water Rights Required (Ac-ft)
2022	295	338.5	597.2	112
2023	345	338.5	597.2	131
2024	362	338.5	597.2	137
2025	380	338.5	597.2	144
2026	399	338.5	597.2	151
2027	419	338.5	597.2	159
2028	440	338.5	597.2	167
2029	462	338.5	597.2	175
2030	485	338.5	597.2	184
2031	509	338.5	597.2	193
2032	535	338.5	597.2	203
2033	562	338.5	597.2	213
2034	590	338.5	597.2	224
2035	619	338.5	597.2	235
2036	650	338.5	597.2	247
2037	683	338.5	597.2	259
2038	717	338.5	597.2	272
2039	753	338.5	597.2	285
2040	790	338.5	597.2	300
2041	830	338.5	597.2	315
2042	871	338.5	597.2	330
2043	915	338.5	597.2	347

Cannan Springs Current & Projected Required Water Right (2023-2043):				
Year	Number of ERUs	Avg. Usage (gpd/conn.)	Existing Water Rights	Water Rights Required (Ac-ft)
2022	13	771.3	597.2	11
2023	13	771.3	597.2	11
2024	32	771.3	597.2	28
2025	52	771.3	597.2	45
2026	55	771.3	597.2	47
2027	58	771.3	597.2	50
2028	60	771.3	597.2	52
2029	64	771.3	597.2	55
2030	67	771.3	597.2	58
2031	70	771.3	597.2	61
2032	74	771.3	597.2	64
2033	77	771.3	597.2	67
2034	81	771.3	597.2	70
2035	85	771.3	597.2	74
2036	89	771.3	597.2	77
2037	94	771.3	597.2	81
2038	99	771.3	597.2	85
2039	103	771.3	597.2	89
2040	109	771.3	597.2	94
2041	114	771.3	597.2	99
2042	120	771.3	597.2	103
2043	126	771.3	597.2	109

Cedar Point Current & Projected Required Water Right (2023-2043):				
Year	Number of ERUs	Existing Water Rights	Avg. Usage (gpd/conn.)	Water Rights Required (Ac-ft)
2022	132	597.2	677.2	100
2023	157	597.2	677.2	119
2024	165	597.2	677.2	125
2025	173	597.2	677.2	132
2026	182	597.2	677.2	138
2027	191	597.2	677.2	145
2028	201	597.2	677.2	152
2029	211	597.2	677.2	160
2030	221	597.2	677.2	168
2031	232	597.2	677.2	176
2032	244	597.2	677.2	185
2033	256	597.2	677.2	194
2034	269	597.2	677.2	204
2035	282	597.2	677.2	214
2036	297	597.2	677.2	225
2037	311	597.2	677.2	236
2038	327	597.2	677.2	248
2039	343	597.2	677.2	260
2040	360	597.2	677.2	273
2041	378	597.2	677.2	287
2042	397	597.2	677.2	301
2043	417	597.2	677.2	317

Source Capacity:

Apple Valley Current & Projected Required Source Capacity (2023-2043):

Year	Number of ERUs	Peak Day Usage (gpd/conn.)	Existing Source Capacity	Source Capacity Required (gpm)	Surplus Source Capacity (gpm)
2022	295	677	565	139	426
2023	345	677	565	162	403
2024	362	677	565	170	395
2025	380	677	565	179	386
2026	399	677	565	188	377
2027	419	677	565	197	368
2028	440	677	565	207	358
2029	462	677	565	217	348
2030	485	677	565	228	337
2031	509	677	565	239	326
2032	535	677	565	251	314
2033	562	677	565	264	301
2034	590	677	565	277	288
2035	619	677	565	291	274
2036	650	677	565	306	259
2037	683	677	565	321	244
2038	717	677	565	337	228
2039	753	677	565	354	211
2040	790	677	565	372	193
2041	830	677	565	390	175
2042	871	677	565	410	155
2043	915	677	565	430	135

Cannan Springs Current & Projected Required Source Capacity (2023-2043):					
Year	Number of ERUs	Peak Day Usage (gpd/conn.)	Existing Source Capacity	Source Capacity Required (gpm)	Surplus Source Capacity (gpm)
2022	13	1543	97	14	83
2023	13	1543	97	14	83
2024	32	1543	97	34	63
2025	52	1543	97	56	41
2026	55	1543	97	59	38
2027	58	1543	97	62	35
2028	60	1543	97	65	32
2029	64	1543	97	68	29
2030	67	1543	97	71	26
2031	70	1543	97	75	22
2032	74	1543	97	79	18
2033	77	1543	97	83	14
2034	81	1543	97	87	10
2035	85	1543	97	91	6
2036	89	1543	97	96	1
2037	94	1543	97	101	-4
2038	99	1543	97	106	-9
2039	103	1543	97	111	-14
2040	109	1543	97	116	-19
2041	114	1543	97	122	-25
2042	120	1543	97	128	-31
2043	126	1543	97	135	-38

Cedar Point Current & Projected Required Source Capacity (2023-2043):				
Year	Number of ERUs	Percent Reduction in Usage per ERU	Peak Day Usage (gpd/conn.)	Source Capacity Required (gpm)
2022	132	0	1,354	124
2023	157	0	1,354	148
2024	165	0	1,354	155
2025	173	0	1,354	163
2026	182	0	1,354	171
2027	191	0	1,354	180
2028	201	0	1,354	189
2029	211	0	1,354	198
2030	221	0	1,354	208
2031	232	0	1,354	219
2032	244	0	1,354	229
2033	256	0	1,354	241
2034	269	0	1,354	253
2035	282	0	1,354	266
2036	297	0	1,354	279
2037	311	0	1,354	293
2038	327	0	1,354	308
2039	343	0	1,354	323
2040	360	0	1,354	339
2041	378	0	1,354	356
2042	397	0	1,354	374
2043	417	0	1,354	392

Storage Capacity:

Apple Valley Storage Capacity Analysis

Year	Number of ERUs	Storage Required	Fire Flow Stg Rqd	Emergency Supply	Existing Stg Capacity	Total Stg Rqd
2015	287	97,154	60,000	39,288	440,000	196,442
2016	237	80,228	60,000	35,057	440,000	175,285
2017	255	86,418	60,000	36,604	440,000	183,022
2018	251	84,883	60,000	36,221	440,000	181,104
2019	264	89,284	60,000	37,321	440,000	186,604
2020	264	89,284	60,000	37,321	440,000	186,604
2021	264	89,284	60,000	37,321	440,000	186,604
2022	295	99,838	60,000	39,960	440,000	199,798
2023	345	116,712	60,000	44,178	440,000	220,890
2024	362	122,548	60,000	45,637	440,000	228,184
2025	380	128,675	60,000	47,169	440,000	235,844
2026	399	135,109	60,000	48,777	440,000	243,886
2027	419	141,864	60,000	50,466	1,440,000	252,330
2028	440	148,957	60,000	52,239	1,440,000	261,197
2029	462	156,405	60,000	54,101	1,440,000	270,506
2030	485	164,225	60,000	56,056	1,440,000	280,282
2031	509	172,437	60,000	58,109	1,440,000	290,546
2032	535	181,059	60,000	60,265	1,440,000	301,323
2033	562	190,111	60,000	62,528	1,440,000	312,639
2034	590	199,617	60,000	64,904	1,440,000	324,521
2035	619	209,598	60,000	67,399	1,440,000	336,997
2036	650	220,078	60,000	70,019	1,440,000	350,097
2037	683	231,082	60,000	72,770	1,440,000	363,852
2038	717	242,636	60,000	75,659	1,440,000	378,295
2039	753	254,768	60,000	78,692	1,440,000	393,459
2040	790	267,506	60,000	81,876	1,440,000	409,382
2041	830	280,881	60,000	85,220	1,440,000	426,101
2042	871	294,925	60,000	88,731	1,440,000	443,657
2043	915	309,671	60,000	92,418	1,440,000	462,089

Cannan Springs Storage Capacity Analysis						
Year	Number of ERUs	Storage Required	Fire Flow Stg Rqd	Emergency Supply (25%)	Existing Stg Capacity	Total Stg Rqd
2018	13	10,027	60,000	17,507	150,000	87,533
2019	13	10,027	60,000	17,507	150,000	87,533
2020	13	10,027	60,000	17,507	150,000	87,533
2021	13	10,027	60,000	17,507	150,000	87,533
2022	13	10,027	60,000	17,507	150,000	87,533
2023	13	10,027	60,000	17,507	150,000	87,533
2024	32	24,797	60,000	21,199	150,000	105,996
2025	52	40,305	60,000	25,076	150,000	125,382
2026	55	42,321	60,000	25,580	150,000	127,901
2027	58	44,437	60,000	26,109	150,000	130,546
2028	60	46,659	60,000	26,665	150,000	133,323
2029	64	48,992	60,000	27,248	150,000	136,239
2030	67	51,441	60,000	27,860	150,000	139,301
2031	70	54,013	60,000	28,503	150,000	142,516
2032	74	56,714	60,000	29,178	150,000	145,892
2033	77	59,550	60,000	29,887	150,000	149,437
2034	81	62,527	60,000	30,632	150,000	153,159
2035	85	65,653	60,000	31,413	150,000	157,067
2036	89	68,936	60,000	32,234	150,000	161,170
2037	94	72,383	60,000	33,096	150,000	165,479
2038	99	76,002	60,000	34,000	150,000	170,002
2039	103	79,802	60,000	34,951	150,000	174,753
2040	109	83,792	60,000	35,948	150,000	179,740
2041	114	87,982	60,000	36,995	150,000	184,977
2042	120	92,381	60,000	38,095	150,000	190,476
2043	126	97,000	60,000	39,250	150,000	196,250

Cedar Point Storage Capacity Analysis						
Year	Number of ERUs	Storage Required	Fire Flow Stg Rqd	Emergency Supply	Existing Stg Capacity	Total Stg Rqd
2015	47	31,830	60,000	22,958	1,000,000	114,788
2016	63	42,666	60,000	25,666	1,000,000	128,332
2017	79	53,831	60,000	28,458	1,000,000	142,289
2018	91	61,958	60,000	30,490	1,000,000	152,448
2019	95	64,251	60,000	31,063	1,000,000	155,314
2020	102	68,992	60,000	32,248	1,000,000	161,240
2021	119	80,505	60,000	35,126	1,000,000	175,631
2022	132	89,309	60,000	37,327	1,000,000	186,636
2023	157	106,506	60,000	41,627	1,000,000	208,133
2024	165	111,832	60,000	42,958	1,000,000	214,790
2025	173	117,423	60,000	44,356	1,000,000	221,779
2026	182	123,294	60,000	45,824	1,000,000	229,118
2027	191	129,459	60,000	47,365	1,000,000	236,824
2028	201	135,932	60,000	48,983	1,000,000	244,915
2029	211	142,729	60,000	50,682	1,000,000	253,411
2030	221	149,865	60,000	52,466	1,000,000	262,331
2031	232	157,358	60,000	54,340	1,000,000	271,698
2032	244	165,226	60,000	56,307	1,000,000	281,533
2033	256	173,488	60,000	58,372	1,000,000	291,860
2034	269	182,162	60,000	60,540	1,000,000	302,702
2035	282	191,270	60,000	62,818	1,000,000	314,088
2036	297	200,834	60,000	65,208	1,000,000	326,042
2037	311	210,875	60,000	67,719	1,000,000	338,594
2038	327	221,419	60,000	70,355	1,000,000	351,774
2039	343	232,490	60,000	73,122	1,000,000	365,612
2040	360	244,114	60,000	76,029	1,000,000	380,143
2041	378	256,320	60,000	79,080	1,000,000	395,400
2042	397	269,136	60,000	82,284	1,000,000	411,420
2043	417	282,593	60,000	85,648	1,000,000	428,241

APPENDIX B

INFOWATER® ANALYSIS

Existing Peak Day Demand with Fireflow

	ID	Static Demand (gpm)	Static Pressure (psi)	Static Head (ft)	Fire-Flow Demand (gpm)	Residual Pressure (psi)	Hydrant Available Flow (gpm)	Hydrant Pressure at Available Flow (psi)
1	J1	0.00	34.36	5,721.05	1,000.00	-35,140,536.00	90.00	20.00
2	J100	4.07	53.90	4,936.09	1,000.00	49.42	2,731.29	20.00
3	J102	4.07	56.80	4,936.09	1,000.00	46.93	1,994.54	20.00
4	J104	4.07	77.08	4,935.90	1,000.00	74.74	5,682.16	20.00
5	J106	4.07	77.94	4,935.90	1,000.00	75.28	5,386.48	20.00
6	J11	2.79	49.59	5,197.91	1,000.00	36.55	1,571.14	20.00
7	J110	4.07	61.83	4,935.94	1,000.00	57.63	3,450.54	20.00
8	J112	4.07	60.64	4,935.96	1,000.00	55.83	3,126.52	20.00
9	J114	4.07	59.77	4,935.96	1,000.00	53.19	2,635.90	20.00
10	J116	4.07	74.91	4,935.89	1,000.00	71.04	4,334.59	20.00
11	J118	4.07	77.51	4,935.88	1,000.00	72.91	4,055.49	20.00
12	J12	2.79	75.69	5,197.91	1,000.00	72.79	5,306.12	20.00
13	J120	4.07	85.52	4,935.87	1,000.00	73.89	2,608.90	20.00
14	J122	4.07	61.48	4,935.89	1,000.00	54.19	2,624.85	20.00
15	J124	4.07	43.71	4,935.89	1,000.00	33.85	1,628.31	20.00
16	J126	4.07	79.05	4,935.90	1,000.00	72.76	3,419.87	20.00
17	J128	4.07	52.66	4,935.79	1,000.00	34.11	1,367.74	20.00
18	J13	2.79	77.11	5,197.86	1,000.00	72.50	4,162.78	20.00
19	J130	4.07	7.38	4,935.74	1,000.00	7.22	3.73	7.38
20	J132	6.94	45.74	4,936.31	1,000.00	44.16	4,397.68	20.00
21	J134	6.94	59.74	4,977.57	1,000.00	51.43	2,777.56	20.00
22	J136	4.07	54.57	4,936.21	1,000.00	54.34	3,870.15	20.00
23	J138	4.07	76.21	4,935.89	1,000.00	64.86	2,395.35	20.00
24	J140	4.07	79.13	4,935.87	1,000.00	69.84	2,801.31	20.00
25	J142	4.07	82.24	4,935.87	1,000.00	72.35	2,781.60	20.00
26	J144	4.07	82.22	4,935.87	1,000.00	71.86	2,708.97	20.00
27	J146	4.07	71.65	4,935.87	1,000.00	60.89	2,392.20	20.00
28	J148	4.07	73.27	4,935.87	1,000.00	62.85	2,479.08	20.00
29	J15	2.79	69.39	5,197.86	1,000.00	52.88	1,830.39	20.00
30	J150	4.07	68.85	4,935.87	1,000.00	59.12	2,457.66	20.00
31	J154	4.07	34.01	4,978.68	1,000.00	32.81	4,647.44	20.00
32	J156	4.07	49.60	4,978.56	1,000.00	47.97	6,386.31	20.00
33	J158	4.07	63.62	4,977.57	1,000.00	58.20	4,116.86	20.00
34	J160	4.07	31.18	4,936.06	1,000.00	28.52	2,200.76	20.00
35	J164	4.07	65.10	4,977.11	1,000.00	57.82	3,574.33	20.00
36	J166	4.07	48.90	4,977.11	1,000.00	38.28	1,922.67	20.00

Existing Peak Day Demand with Fireflow

	ID	Static Demand (gpm)	Static Pressure (psi)	Static Head (ft)	Fire-Flow Demand (gpm)	Residual Pressure (psi)	Hydrant Available Flow (gpm)	Hydrant Pressure at Available Flow (psi)
37	J168	4.07	72.29	4,977.10	1,000.00	50.67	1,665.81	20.00
38	J170	4.07	64.69	4,977.31	1,000.00	58.24	3,797.12	20.00
39	J172	0.00	84.20	4,977.31	1,000.00	52.73	1,491.39	20.00
40	J174	0.00	78.56	4,977.31	1,000.00	40.93	1,280.03	20.00
41	J176	0.00	85.50	4,977.31	1,000.00	50.08	1,409.61	20.00
42	J178	0.00	87.66	4,977.31	1,000.00	61.10	1,693.10	20.00
43	J182	0.00	92.75	4,977.31	1,000.00	82.26	3,334.61	20.00
44	J184	0.00	86.98	5,040.74	1,000.00	24.22	1,036.34	20.00
45	J186	0.00	84.38	5,040.74	1,000.00	21.09	1,009.40	20.00
46	J188	0.00	72.25	5,040.74	1,000.00	10.28	910.55	20.00
47	J190	0.00	75.71	5,040.74	1,000.00	17.17	973.12	20.00
48	J2	0.00	165.77	5,721.05	1,000.00	-35,140,460.00	90.00	20.00
49	J22	2.79	83.75	5,197.57	1,000.00	66.88	2,142.53	20.00
50	J24	2.79	105.84	5,197.53	1,000.00	84.22	2,187.35	20.00
51	J25	2.79	116.72	5,197.53	1,000.00	86.58	1,924.03	20.00
52	J26	2.79	127.24	5,197.51	1,000.00	104.31	2,395.51	20.00
53	J27	2.79	126.99	5,197.51	1,000.00	95.96	2,003.15	20.00
54	J28	2.79	89.74	5,197.52	1,000.00	70.36	2,082.35	20.00
55	J29	2.79	143.20	5,197.49	1,000.00	121.32	2,666.59	20.00
56	J3	5.19	61.96	5,040.75	1,000.00	18.31	983.66	20.00
57	J30	2.79	147.97	5,197.48	1,000.00	119.09	2,314.89	20.00
58	J31	2.79	143.32	5,197.48	1,000.00	106.13	1,958.93	20.00
59	J32	2.79	141.63	5,197.48	1,000.00	103.09	1,904.25	20.00
60	J34	2.79	143.65	5,197.48	1,000.00	98.01	1,744.75	20.00
61	J35	2.79	164.54	5,197.48	1,000.00	123.03	2,008.01	20.00
62	J36	2.79	164.90	5,197.48	1,000.00	122.27	1,980.45	20.00
63	J37	2.79	157.06	5,197.48	1,000.00	109.17	1,797.30	20.00
64	J38	2.79	150.52	5,197.48	1,000.00	126.58	2,613.31	20.00
65	J39	2.79	152.56	5,197.48	1,000.00	127.91	2,590.33	20.00
66	J4	5.19	66.56	5,040.74	1,000.00	18.92	992.65	20.00
67	J40	2.79	146.66	5,197.48	1,000.00	122.77	2,573.78	20.00
68	J41	2.79	136.70	5,197.48	1,000.00	112.60	2,447.36	20.00
69	J42	2.79	128.03	5,197.48	1,000.00	104.21	2,360.61	20.00
70	J43	2.79	119.37	5,197.48	1,000.00	95.88	2,271.37	20.00
71	J44	2.79	109.31	5,197.49	1,000.00	86.54	2,179.23	20.00
72	J45	2.79	103.83	5,197.50	1,000.00	82.11	2,161.21	20.00

Existing Peak Day Demand with Fireflow

	ID	Static Demand (gpm)	Static Pressure (psi)	Static Head (ft)	Fire-Flow Demand (gpm)	Residual Pressure (psi)	Hydrant Available Flow (gpm)	Hydrant Pressure at Available Flow (psi)
73	J46	2.79	111.94	5,197.50	1,000.00	72.86	1,615.34	20.00
74	J47	2.79	141.94	5,197.48	1,000.00	117.39	2,480.15	20.00
75	J48	2.79	144.50	5,197.48	1,000.00	119.89	2,506.38	20.00
76	J49	2.79	143.20	5,197.48	1,000.00	117.73	2,441.81	20.00
77	J5	5.19	66.45	5,040.74	1,000.00	15.84	959.12	20.00
78	J50	2.79	132.41	5,197.48	1,000.00	108.21	2,391.08	20.00
79	J51	2.79	127.17	5,197.48	1,000.00	103.37	2,351.78	20.00
80	J52	2.79	121.43	5,197.48	1,000.00	96.84	2,235.60	20.00
81	J53	2.79	145.49	5,197.48	1,000.00	117.23	2,320.69	20.00
82	J54	2.79	150.56	5,197.48	1,000.00	116.46	2,124.86	20.00
83	J55	2.79	140.17	5,197.48	1,000.00	107.37	2,075.92	20.00
84	J6	5.19	80.64	5,040.74	1,000.00	20.67	1,011.33	20.00
85	J60	2.79	145.55	5,197.48	1,000.00	116.91	2,302.98	20.00
86	J62	4.07	55.85	4,935.79	1,000.00	35.90	1,382.17	20.00
87	J64	4.07	77.20	4,935.79	1,000.00	70.57	3,288.80	20.00
88	J66	4.07	74.44	4,935.79	1,000.00	65.40	2,692.85	20.00
89	J72	4.07	59.36	4,935.79	1,000.00	49.11	2,102.90	20.00
90	J74	4.07	64.04	4,935.79	1,000.00	52.22	2,064.84	20.00
91	J76	4.07	53.17	4,935.79	1,000.00	39.92	1,660.89	20.00
92	J78	4.07	57.48	4,935.81	1,000.00	56.53	7,661.64	20.00
93	J80	4.07	15.43	4,935.81	1,000.00	14.12	4.51	15.43
94	J82	4.07	71.36	4,935.88	1,000.00	70.28	8,069.79	20.00
95	J84	4.07	78.94	4,935.89	1,000.00	77.63	7,788.68	20.00
96	J86	4.07	82.66	4,935.89	1,000.00	78.88	4,638.51	20.00
97	J88	4.07	46.94	4,936.36	1,000.00	45.93	5,173.09	20.00
98	J90	4.07	47.47	4,936.42	1,000.00	47.27	6,684.85	20.00
99	J92	4.07	69.06	4,936.11	1,000.00	67.94	7,085.47	20.00
100	J94	4.07	31.25	4,936.36	1,000.00	29.61	2,609.87	20.00
101	J96	4.07	79.57	4,935.91	1,000.00	78.14	7,409.16	20.00
102	J98	4.07	76.04	4,935.91	1,000.00	74.05	6,092.86	20.00
103	NEWSUBDIV	0.00	92.00	4,977.31	1,000.00	76.78	2,573.13	20.00
104		4.07	78.81	4,935.88	1,000.00	72.64	3,503.47	20.00
105		4.07	79.08	4,935.88	1,000.00	72.98	3,534.54	20.00

Future Peak Day Demand with Fireflow

	ID	Static Demand (gpm)	Static Pressure (psi)	Static Head (ft)	Fire-Flow Demand (gpm)	Residual Pressure (psi)	Hydrant Available Flow (gpm)	Hydrant Pressure at Available Flow (psi)
1	J1	0.00	34.36	5,721.03	1,000.00	-35,333,612.00	85.00	20.00
2	J100	9.42	53.79	4,935.84	1,000.00	46.44	2,440.19	20.00
3	J102	9.42	56.69	4,935.84	1,000.00	43.89	1,832.53	20.00
4	J104	9.42	76.96	4,935.61	1,000.00	73.94	5,198.82	20.00
5	J106	9.42	77.81	4,935.59	1,000.00	74.43	4,944.56	20.00
6	J11	8.05	49.36	5,197.39	1,000.00	35.42	1,531.07	20.00
7	J110	9.42	61.70	4,935.65	1,000.00	56.29	3,153.49	20.00
8	J112	9.42	60.52	4,935.67	1,000.00	54.15	2,859.87	20.00
9	J114	9.42	59.65	4,935.67	1,000.00	51.49	2,442.52	20.00
10	J116	9.42	74.76	4,935.54	1,000.00	70.04	4,001.58	20.00
11	J118	9.42	77.35	4,935.52	1,000.00	71.83	3,766.53	20.00
12	J12	8.05	75.47	5,197.39	1,000.00	71.76	5,116.76	20.00
13	J120	9.42	85.33	4,935.43	1,000.00	72.42	2,497.41	20.00
14	J122	9.42	61.33	4,935.53	1,000.00	53.12	2,476.31	20.00
15	J124	9.42	43.56	4,935.53	1,000.00	32.76	1,556.50	20.00
16	J126	9.42	78.92	4,935.59	1,000.00	71.87	3,239.80	20.00
17	J128	9.42	52.56	4,935.56	1,000.00	33.18	1,345.92	20.00
18	J13	8.05	76.76	5,197.07	1,000.00	70.89	3,977.34	20.00
19	J130	9.42	7.35	4,935.68	1,000.00	7.19	9.08	7.35
20	J132	9.42	45.72	4,936.26	1,000.00	43.92	3,866.14	20.00
21	J134	9.42	51.27	4,958.03	1,000.00	40.51	2,049.67	20.00
22	J136	9.42	54.50	4,936.06	1,000.00	49.39	3,261.27	20.00
23	J138	9.42	76.12	4,935.67	1,000.00	64.30	2,345.77	20.00
24	J140	9.42	78.94	4,935.44	1,000.00	68.42	2,657.91	20.00
25	J142	9.42	82.05	4,935.44	1,000.00	70.90	2,645.97	20.00
26	J144	9.42	82.03	4,935.43	1,000.00	70.40	2,580.86	20.00
27	J146	9.42	71.47	4,935.43	1,000.00	59.42	2,278.72	20.00
28	J148	9.42	73.08	4,935.44	1,000.00	61.39	2,359.41	20.00
29	J15	8.05	69.05	5,197.07	1,000.00	51.16	1,781.41	20.00
30	J150	9.42	68.66	4,935.44	1,000.00	57.70	2,331.63	20.00
31	J154	9.42	32.11	4,974.31	1,000.00	29.50	3,765.53	20.00
32	J156	9.42	47.03	4,972.65	1,000.00	43.50	5,122.23	20.00
33	J158	9.42	55.15	4,958.03	1,000.00	47.30	2,859.27	20.00
34	J160	9.42	31.15	4,935.99	1,000.00	28.46	2,131.72	20.00
35	J164	9.42	54.08	4,951.67	1,000.00	46.50	2,346.06	20.00
36	J166	1,009.42	34.42	4,943.68	1,000.00	18.19	1,884.65	20.00

Future Peak Day Demand with Fireflow

	ID	Static Demand (gpm)	Static Pressure (psi)	Static Head (ft)	Fire-Flow Demand (gpm)	Residual Pressure (psi)	Hydrant Available Flow (gpm)	Hydrant Pressure at Available Flow (psi)
37	J168	9.42	57.80	4,943.67	1,000.00	30.48	1,217.89	20.00
38	J170	9.42	54.63	4,954.09	1,000.00	46.97	2,541.25	20.00
39	J172	44.30	73.06	4,951.62	1,000.00	32.61	1,232.67	20.00
40	J174	44.30	67.41	4,951.57	1,000.00	20.30	1,048.74	20.00
41	J176	44.30	74.39	4,951.68	1,000.00	30.05	1,183.85	20.00
42	J178	44.30	76.58	4,951.74	1,000.00	41.81	1,398.41	20.00
43	J182	9.42	82.42	4,953.48	1,000.00	69.10	2,578.69	20.00
44	J184	0.00	85.09	5,036.37	1,000.00	8.78	908.11	20.00
45	J186	0.00	82.49	5,036.37	1,000.00	5.67	882.31	20.00
46	J188	0.00	70.36	5,036.38	1,000.00	-5.12	780.88	20.00
47	J190	0.00	73.83	5,036.38	1,000.00	1.79	836.49	20.00
48	J2	0.00	165.76	5,721.02	1,000.00	-35,333,536.00	85.00	20.00
49	J22	8.05	82.63	5,194.98	1,000.00	61.38	1,969.55	20.00
50	J24	8.05	104.63	5,194.74	1,000.00	78.20	2,042.78	20.00
51	J25	8.05	115.51	5,194.74	1,000.00	80.48	1,822.01	20.00
52	J26	8.05	125.96	5,194.57	1,000.00	98.00	2,252.71	20.00
53	J27	8.05	125.72	5,194.57	1,000.00	89.57	1,899.21	20.00
54	J28	8.05	88.50	5,194.67	1,000.00	64.18	1,913.61	20.00
55	J29	8.05	141.89	5,194.47	1,000.00	114.76	2,509.04	20.00
56	J3	45.49	60.20	5,036.69	1,000.00	4.68	862.76	20.00
57	J30	8.05	146.62	5,194.39	1,000.00	112.05	2,189.23	20.00
58	J31	8.05	141.97	5,194.37	1,000.00	98.86	1,859.79	20.00
59	J32	8.05	140.28	5,194.37	1,000.00	95.80	1,808.68	20.00
60	J34	8.05	142.30	5,194.37	1,000.00	90.65	1,664.34	20.00
61	J35	8.05	163.19	5,194.36	1,000.00	115.63	1,918.51	20.00
62	J36	8.05	163.55	5,194.36	1,000.00	114.86	1,893.35	20.00
63	J37	8.05	155.71	5,194.36	1,000.00	101.71	1,719.86	20.00
64	J38	8.05	149.18	5,194.38	1,000.00	119.74	2,463.72	20.00
65	J39	8.05	151.22	5,194.38	1,000.00	121.06	2,445.37	20.00
66	J4	45.49	64.71	5,036.46	1,000.00	4.37	875.09	20.00
67	J40	8.05	145.32	5,194.37	1,000.00	115.91	2,423.28	20.00
68	J41	8.05	135.35	5,194.37	1,000.00	105.72	2,297.52	20.00
69	J42	8.05	126.68	5,194.38	1,000.00	97.33	2,208.94	20.00
70	J43	8.05	118.02	5,194.39	1,000.00	89.03	2,118.25	20.00
71	J44	8.05	107.98	5,194.43	1,000.00	79.78	2,022.87	20.00
72	J45	8.05	102.54	5,194.52	1,000.00	75.54	2,001.88	20.00

Future Peak Day Demand with Fireflow

	ID	Static Demand (gpm)	Static Pressure (psi)	Static Head (ft)	Fire-Flow Demand (gpm)	Residual Pressure (psi)	Hydrant Available Flow (gpm)	Hydrant Pressure at Available Flow (psi)
73	J46	8.05	110.64	5,194.51	1,000.00	66.12	1,528.86	20.00
74	J47	8.05	140.59	5,194.37	1,000.00	110.48	2,332.76	20.00
75	J48	8.05	143.15	5,194.36	1,000.00	112.93	2,358.22	20.00
76	J49	8.05	141.84	5,194.36	1,000.00	110.72	2,298.04	20.00
77	J5	45.49	64.58	5,036.44	1,000.00	1.07	848.19	20.00
78	J50	8.05	131.07	5,194.37	1,000.00	101.31	2,241.43	20.00
79	J51	8.05	125.82	5,194.38	1,000.00	96.48	2,199.56	20.00
80	J52	8.05	120.09	5,194.39	1,000.00	89.99	2,089.84	20.00
81	J53	8.05	144.13	5,194.35	1,000.00	110.12	2,190.24	20.00
82	J54	8.05	149.20	5,194.34	1,000.00	109.29	2,017.86	20.00
83	J55	8.05	138.81	5,194.34	1,000.00	100.22	1,964.38	20.00
84	J6	45.49	78.75	5,036.37	1,000.00	5.19	917.26	20.00
85	J60	8.05	144.19	5,194.35	1,000.00	109.80	2,174.38	20.00
86	J62	9.42	55.76	4,935.56	1,000.00	34.99	1,362.89	20.00
87	J64	9.42	77.11	4,935.59	1,000.00	69.91	3,207.48	20.00
88	J66	9.42	74.34	4,935.57	1,000.00	64.61	2,636.21	20.00
89	J72	9.42	59.26	4,935.57	1,000.00	48.29	2,058.32	20.00
90	J74	9.42	63.94	4,935.57	1,000.00	51.39	2,026.87	20.00
91	J76	9.42	53.07	4,935.56	1,000.00	39.05	1,627.56	20.00
92	J78	9.42	57.42	4,935.67	1,000.00	56.25	7,057.37	20.00
93	J80	9.42	15.41	4,935.74	1,000.00	14.08	8.94	15.41
94	J82	9.42	71.28	4,935.68	1,000.00	69.92	7,377.34	20.00
95	J84	9.42	78.84	4,935.68	1,000.00	77.19	7,137.00	20.00
96	J86	9.42	82.56	4,935.68	1,000.00	78.39	4,391.18	20.00
97	J88	9.42	46.93	4,936.32	1,000.00	45.59	4,416.99	20.00
98	J90	9.42	47.46	4,936.39	1,000.00	46.73	5,389.48	20.00
99	J92	9.42	68.99	4,935.96	1,000.00	67.57	6,337.77	20.00
100	J94	9.42	31.22	4,936.30	1,000.00	28.22	2,046.95	20.00
101	J96	9.42	79.47	4,935.68	1,000.00	77.62	6,759.67	20.00
102	J98	9.42	75.92	4,935.63	1,000.00	73.33	5,555.26	20.00
103	NEWSUBDIV	44.30	81.38	4,952.81	1,000.00	61.50	2,039.39	20.00
104		9.42	78.64	4,935.49	1,000.00	71.43	3,283.73	20.00
105		9.42	78.91	4,935.49	1,000.00	71.78	3,311.59	20.00

APPENDIX C

WATER RIGHTS INVENTORY

86 N 3400 West
Hurricane, UT 84737
435.635.7737
FAX 435.635.7100
www.RRlegal.com



Item 2.

Benjamin Ruesch, Esq.
Nathan Reeve, Esq.*
Tony G. Jones, Esq.*
Debra Stillman, Esq.*
Anthony P. Werrett, Esq.*
Jeannette Barney, Esq.*†
Travis Dunsmoor, Esq.◊
*Licensed in Utah †Licensed in Arizona
◊Licensed In Nevada

March 30, 2023

To: Andy McGinnis, Board Chairman
From: Jeannette Barney

RE: Water Rights Audit for Big Plains Water Special Service District (“BPWSSD”)

I have researched the Washington County Recorder’s records on their website and BPWSSD’s water rights ownership listed in the Utah Division of Water Rights website (“DWR”) and have determined that BPWSSD owns 528.194 acre-feet of water rights. I reviewed the Big Plains Apple Valley Culinary Master Plan Draft 1.24.23 (“Master Plan”) and the BPWSSD Water rights excel spreadsheet as a starting point for BPWSSD’s water rights ownership. Below are modified versions of Tables III.A-1, III.A-2 and III.A-3, and additional tables to demonstrate how I arrived at BPWSSD’s water rights ownership.

Table III.A-1 Apple Valley Culinary Water Rights Flow

<u>W.R. #</u>	<u>Source</u>	<u>gpm</u>	<u>cfs</u>	<u>AcFt.</u>	<u>Changes</u>	<u>Total AcFT</u>	<u>Explanation</u>
81-1799	Underground Wells	0.62	0.0014	1		1	
81-2740	Underground Wells	0.62	0.0014	1	-1	0	Segregated:a30637
81-3011	Underground Wells	82.19	0.1831	132.58	-132.58	0	QC to CPWC # 20190000149 Jan 2, 2019
81-3106(1)	Underground Wells	13.64	0.0304	22	-22	0	Segregated: A40599b
81-3106(2)	Underground Wells	18.61	0.0415	30.02	-30.02	0	QC to CPWC # 20190000149 Jan 2, 2019
81-3169	Underground Wells	125.53	0.37	202.5		202.5	
81-3200	Underground Wells	38.74	0.37	62.5		62.5	
81-4014	Underground Wells	96.09	0.2141	155	-155	0	QC to CPWC # 20190000149 Jan 2, 2019
81-4599	Underground Wells	160.56	0.3578	259	-259	0	QC to CPWC # 20190000149 Jan 2, 2019
81-4600	Underground Wells	122.74	0.2735	198	-198	0	QC to CPWC # 20190000149 Jan 2, 2019
81-4676	Underground Wells	29.76	0.0663	48	-48	0	QC to CPWC # 20190000149 Jan 2, 2019
Total Water Rights		689.1	1.5	1,111.60	-845.6	266	

The quitclaim deed transferring water rights from BPWSSD to Cedar Point Water Company (“CPWC”) and the segregation histories that are identified in Table III.A-1 are attached to this memorandum as Exhibit 1.

Table III.A-2 Cedar Point SSD Culinary Water Rights

<u>W.R. #</u>	<u>Source</u>	<u>gpm</u>	<u>cfs</u>	<u>AcFt.</u>	<u>Changes</u>	<u>Total AcFT</u>	<u>Explanation</u>
81-4014	AV Water Rights	692	1.54	1,116.60	-1,116.60	0	WR #81-4014 has 131 AcFt, owned by Apple Valley Develop. Trust, Cedar Point Water Company owns water rights but the amounts in AcFt do not correspond with this amount
Total Water Rights		692.2	1.54	1,116.60	-1,116.60	0	

Water Right #81-4014 is 131 AcFt of water and is owned by Apple Valley Development Trust. BPWSSD conveyed its rights in WR# 81-4014 in 2019 with the Quitclaim deed referenced in Exhibit 1. I researched water rights owned by Cedar Point Water Company and water rights on the DWR with a source of Apple Valley or Cedar Point but was unable to find water rights owned by BPWSSD supporting the AcFt amount from Table III.A-2.

Table III.A-3 Canan Springs SSD Culinary Water Rights							
<u>W.R. #</u>	<u>Source</u>	<u>gpm</u>	<u>cfs</u>	<u>AcFt.</u>	<u>Changes</u>	<u>Total AcFT</u>	<u>Explanation</u>
81-3641	Canaan Mountain Sp	112	0.25	8.15 *		36.85	*Water rights ACFT reversed in Master Plan vs. amounts shown on deeds and Water Rights
81-4619	Canaan Springs	58	0.13	36.85 *		8.15	Division website
Total Water Rights		170.5	0.38	45		45	

As noted in Table III.A-3, the total AcFt of water is correct, however, the AcFt amounts of the water rights were reversed. Listed in the Total AcFt column is the correct water right AcFt amount.

Table A-4 shows the water rights BPWSSD owns that were not listed in the Master Plan or that were reacquired with a different AcFt amount.

Table A-4 Recorded Water Rights for BPWSSD not listed in Master Plan or reacquired							
81-1526	surface			1	-1	0	QC 20180044608
81-1798	underground well			5	-5	0	QC 20130020225
81-2171	underground well			25.196		25.196	QC 20200032179, dated 12 June, 2020
81-3106(1)	irrigation			21.548	-21.548	0	**Aff. 20210022860, 3-23-2021, 21.548 AF
81-3106(1)	domestic			0.45	-0.45	0	**Aff. 20210022860, 3-23-2021, 0.45 AF
81-3106(3)	irrigation			3.5	-3.5	0	QC 20200047627, 8-27-2020-corrected below
81-3433	underground well			7	-7	0	QC 20220024399 (Corrected to 81-5514)
81-4600	underground well			93		93	QC 20220024399
81-4614	underground well			58.5		58.5	QC 20200032178, dated June 12, 2020.
81-4988	underground well			2	-2	0	QC20220046536, -1 QC20220011098, -1 seg
81-5512	irrigation			3.5	-3.5	0	QC 20220038943, correcting QC 20200047627
81-5514	underground well			7	-7	0	QC 20220038944, correcting QC 20220024399
New Water Rights owned by BPWSSD that were segregated from BPWSSD recorded water rights.							
81-5318	underground			1		1	Segregated from 81-2740 (A39405)
81-5559	underground		0.009	5		5	Segregated from 81-1798 (A38149a)
81-5560	underground	0.058		21.998		21.998	Segregated from 81-3106(1) (A40599b) see **
81-5561	underground	0.0092		3.5		3.5	Segregated From: 81-5512 (A40599b)
81-5562	underground			7		7	Segregated from 81-5514 (A43996a)
81-5567	surface	0.0307		1		1	Segregated from 81-1526 (D3161)
81-5568	underground	0.005		1		1	Segregated from 81-4988 (A41023a)
Total Water rights not listed in Master Plan:			268.192	-50.998	217.194		
Total Water Rights Owned by BPWSSD					528.194		

The additional segregations from the recorded water rights are documented in Exhibit 2. Please note that the segregated portion of WR #81-3106 was the subject of the affidavit listed in Table A-4 and therefore is listed in that table as well as Table III.A-1. However, the AcFt amount is only counted with the segregated water right #81-5560.

EXHIBIT 1

Quit Claim Deed Page 1 of 8
 Russell Shirts Washington County Recorder
 01/02/2019 04:52:52 PM Fee \$29.00 By
 RUESCH & REEVE, PLLC

Item 2.

When Recorded, Mail To:

Cedar Point Water Company, Inc.
 253 W. 1480 S., Hurricane UT 84737

QUITCLAIM DEED
(Water)

BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT, A UTAH SPECIAL SERVICE DISTRICT, GRANTEE, of Apple Valley, Washington County, Utah, GRANTOR, hereby conveys to hereby conveys to CEDAR POINT WATER COMPANY, INC., A UTAH CORPORATION, GRANTEE, of Washington County, Utah for the sum of \$10.00 and other good and valuable consideration the water rights located in Washington County, Utah, described on Exhibit A attached hereto and referenced in the Water Rights Addendum to Water Deeds attached hereto as Exhibit B.

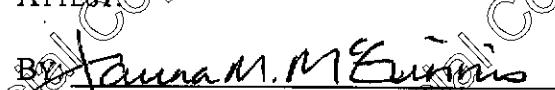
WITNESS, the hands of said grantor, this 2 day of January, 2019.

BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT,
 A UTAH SPECIAL SERVICE DISTRICT


 HAROLD MERRITT

ITS: Chairman

ATTEST


 NAME: Jauna M. McGinnis

ITS: Clerk

STATE OF UTAH

)

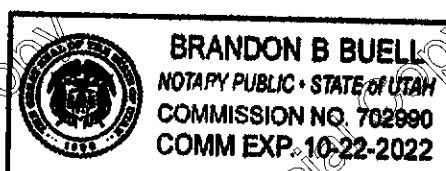
) ss.

COUNTY OF WASHINGTON

)

On this 2 day of January, 2019, before me personally appeared HAROLD MERRITT, personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Chairman of BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT, A UTAH SPECIAL SERVICE DISTRICT and that the foregoing document was signed by him on behalf of that entity and the document was the act of the entity for its stated purpose.

Seal:

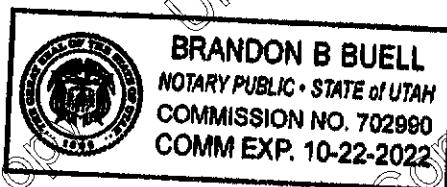



 NOTARY PUBLIC

ACKNOWLEDGEMENT

State of Utah)
: ss.
County of Washington)

On this 2nd day of January, 2019, personally appeared before me JAUNA MCGINNIS, signer of the within and foregoing document, who duly acknowledged before me that she executed the same.




Notary Public

EXHIBIT A

<u>Water Right #</u>	<u>App #</u>	<u>Quantity (acre feet)</u>	<u>Cert. #</u>	<u>Priority Date</u>
81-4014	A39405	155	10502	5/28/1969
81-3105	A40599b	30.02 (of 52.02)	12054	4/22/1971
81-4599	A43996	259		8/5/1974
81-3011	A43996a	132.58	12955	8/15/1974
81-4600	A43996a	198	12955	8/15/1974
81-4676	A43996a	48	12955	8/15/1974
Total:		822.60 acre feet		

EXHIBIT E

WATER RIGHTS ADDENDUM TO WATER DEEDS

Grantor: BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT

Grantee: Cedar Point Water Company, Inc., a Utah corporation

Water Right No(s): 81-3011; 81-3106; 81-4014; 81-4599; 81-4600; 81-4676

In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:

SECTION 1 - TYPE OF DEED Check one box only - Must match language in the deed

- The foregoing deed is a warranty deed. (Grantor is making all standard warranties.)
- The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., a warranty of title as to all claiming by or through Grantor.)
- The foregoing deed is a quit claim deed. (Grantor is making no warranties.)
- The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any.
(County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)

SECTION 2- APPURtenant WATER RIGHTS Check one box only

All of Grantor's water rights approved for use on the following described parcel(s) are being conveyed.

In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following described parcel(s) are being conveyed.

No water rights other than those specifically identified by water right number are being conveyed.

SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART Check all applicable boxes
1. Water Right No. _____

100% of the following water rights described in the deed are being conveyed. Water Right Nos. 81-3011; 81-4014; 81-4599; 81-4600; 81-4676

Only the portion indicated of the following water rights described in the deed are being conveyed.
30.02 acre-feet from Water Right No. 81-3106 for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____

_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____

_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____

The language in the foregoing deed is controlling as to quantity, if any.

SECTION 4 - OTHER DISCLOSURES Check all applicable boxes

Grantor is endorsing and delivering to Grantee stock certificates for _____ shares of stock in the following water company:
 Other water related disclosures:

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantee's Acknowledgment of Receipt:

Grantee's Mailing Address: 253 W. 1880 S. Hurricane, UT 84737

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS.

NOTES TO WATER RIGHTS ADDENDUM TO WATER DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper "due diligence" research into any water right before purchasing it.

Section

1-4 Once this Water Rights Addendum has been recorded at the County Recorder's Office, Grantee must prepare a "Report of Water Right Conveyance" or "ROC" (available from the Utah Division of Water Rights) and file it with the Utah Division of Water Rights in order to: (1) have the Division's records updated with **current ownership and address information**; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. **Failure to do so PROMPTLY may result in the loss of these water rights.** Help with reviewing the water rights and completing the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.

1 There are three general types of deeds – warranty deeds, special warranty deeds, and quit claim deeds – which can be used to convey water rights. The primary difference between them is the type of warranty being given, which has a dramatic effect on the rights and responsibilities of both the Grantor and the Grantee. If you are unsure about the type of deed that you should use or accept, you should obtain legal advice on this issue.

2 Water rights owned by the Grantor and used on Grantor's Parcel may be "appurtenant" to Grantor's Parcel. Not all appurtenant water rights have been assigned a water right number because not all water rights are "of record." If either of the first two boxes in Section 2 are checked, this conveyance includes all appurtenant water rights, whether or not they are listed by water right number or are of record. Grantee should investigate each water right listed and determine if there are any water rights that are not of record. If there are water rights not of record, Grantee should seriously consider making them of record by filing the appropriate forms with the Utah Division of Water Rights.

3 A Water right can be conveyed in whole (100% of the right is conveyed) or in part (only a portion of the right is conveyed). If the whole right is conveyed, you do not need to describe the beneficial uses associated with the right. If only a part is being conveyed, you need to describe exactly what beneficial uses are being conveyed. This is usually expressed in terms of acre-feet and generally consists of: (1) the number of families for domestic (indoor culinary) uses (generally quantified as 0.45 acre-feet per family for a year-round residence and 0.25 acre-feet per family for a seasonal residence); (2) the number of acres irrigated (this involves issues of "irrigation duty" [the number of acre-feet of water allowed per acre of irrigated land] and "sole supply/supplemental supply" [the amount of water allocated to each water right when more than one right is being used on the same land or for the same livestock]; and (3) the number of livestock being watered (expressed in terms of equivalent livestock units or "ELUs" which are quantified at the rate of 0.028 acre-feet per ELU for full-year use). Any other uses being conveyed should be similarly described. Help with evaluating, quantifying, and/or describing the uses can be obtained from the Utah Division of Water Rights and/or water professionals.

4 Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to company for issuance of a new certificate in the Grantee's name. If another procedure is to be followed, that should be noted on the "Other water related disclosures" line in Section 4 of this form. Each company also defines how much water is associated with a particular share and what fees and assessments are charged. The Grantee should contact the company about all such issues.

There is also space provided in this section for any other information that the Grantor believes may be relevant to the water rights being transferred or for any other water related issues.

The Utah Division of Water Rights (often referred to as the State Engineer's Office) is located at
1594 W. North Temple, Suite 220, PO Box 146300, Salt Lake City, Utah 84114-6300
Telephone: 801-538-7240 Web Address: www.waterrights.utah.gov

WATER RIGHTS ADDENDUM TO WATER DEEDS

Grantor: BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT

Grantee: Cedar Point Water Company, Inc., a Utah corporation

Water Right No(s): 81-3011; 81-3106; 81-4014; 81-4599; 81-4600; 81-4676

In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:

SECTION 1 - TYPE OF DEED Check one box only - Must match language in the deed

The foregoing deed is a warranty deed. (Grantor is making all standard warranties.)

The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., a warranty of title as to all claiming by or through Grantor.)

The foregoing deed is a quit claim deed. (Grantor is making no warranties.)

The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any.

(County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)

SECTION 2- APPURtenant WATER RIGHTS Check one box only

All of Grantor's water rights approved for use on the following described parcel(s) are being conveyed.

In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following described parcel(s) are being conveyed.

No water rights other than those specifically identified by water right number are being conveyed.

SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART Check all applicable boxes

100% of the following water rights described in the deed are being conveyed. Water Right Nos. 81-3011; 81-4014; 81-4599; 81-4600; 81-4676

Only the portion indicated of the following water rights described in the deed are being conveyed.
30.02 acre-feet from Water Right No. 81-1106 for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses:

____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____

____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____

The language in the foregoing deed is controlling as to quantity, if any.

SECTION 4 - OTHER DISCLOSURES Check all applicable boxes

Grantor is endorsing and delivering to Grantee stock certificates for _____ shares of stock in the following water company:
 Other water related disclosures

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature:

Grantee's Acknowledgment of Receipt: *John Evans*

Grantee's Mailing Address: 253 W. 148th St., 19014-2205847384737

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS.

1/2/2019 | 4:30 PM MST

NOTES TO WATER RIGHTS ADDENDUM TO WATER DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper "due diligence" research into any water right before purchasing it.

Section

1-4 Once this Water Rights Addendum has been recorded at the County Recorder's Office, Grantee must prepare a "Report of Water Right Conveyance" or "ROC" (available from the Utah Division of Water Rights) and file it with the Utah Division of Water Rights in order to: (1) have the Division's records updated with **current ownership and address information**; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. **Failure to do so PROMPTLY may result in the loss of these water rights.** Help with reviewing the water rights and completing the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.

1 There are three general types of deeds – warranty deeds, special warranty deeds, and quit claim deeds – which can be used to convey water rights. The primary difference between them is the type of warranty being given, which has a dramatic effect on the rights and responsibilities of both the Grantor and the Grantee. If you are unsure about the type of deed that you should use or accept, you should obtain legal advice on this issue.

2 Water rights owned by the Grantor and used on Grantor's Parcel may be "appurtenant" to Grantor's Parcel. Not all appurtenant water rights have been assigned a water right number because not all water rights are "of record." If either of the first two boxes in Section 2 are checked, this conveyance includes all appurtenant water rights, whether or not they are listed by water right number or are of record. Grantee should investigate each water right listed and determine if there are any water rights that are not of record. If there are water rights not of record, Grantee should seriously consider making them of record by filing the appropriate forms with the Utah Division of Water Rights.

3 A) Water right can be conveyed in whole (100% of the right is conveyed) or in part (only a portion of the right is conveyed). If the whole right is conveyed, you do not need to describe the beneficial uses associated with the right. If only a part is being conveyed, you need to describe exactly what beneficial uses are being conveyed. This is usually expressed in terms of acre-feet and generally consists of: (1) the number of families for domestic (indoor culinary) uses (generally quantified as 0.45 acre-feet per family for a year-round residence and 0.25 acre-feet per family for a seasonal residence); (2) the number of acres irrigated (this involves issues of "irrigation duty" [the number of acre-feet of water allowed per acre of irrigated land] and "sole supply/supplemental supply" [the amount of water allocated to each water right when more than one right is being used on the same land or for the same livestock]; and (3) the number of livestock being watered (expressed in terms of equivalent livestock units or "ELUs" which are quantified at the rate of 0.028 acre-feet per ELU for full-year use). Any other uses being conveyed should be similarly described. Help with evaluating, quantifying, and/or describing the uses can be obtained from the Utah Division of Water Rights and/or water professionals.

4 Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to company for issuance of a new certificate in the Grantee's name. If another procedure is to be followed, that should be noted on the "Other water related disclosures" line in Section 4 of this form. Each company also defines how much water is associated with a particular share and what fees and assessments are charged. The Grantee should contact the company about all such issues.

There is also space provided in this section for any other information that the Grantor believes may be relevant to the water rights being transferred or for any other water related issues.

The Utah Division of Water Rights (often referred to as the State Engineer's Office) is located at
 1594 W. North Temple, Suite 220, PO Box 146300, Salt Lake City, Utah 84114-6300
 Telephone: 801-538-7240 Web Address: www.waterrights.utah.gov

STATEMENT OF WATER RIGHT SEGREGATION STATE OF UTAH

Item 2.

For the purpose of informing the State Engineer of the separation of a portion of a water right, this statement is hereby made, pursuant to the requirements of Section 73-3-27, Utah Code Annotated, and based upon the following showing of facts.

WATER RIGHT No.: 81-5318

APPLICATION/CLAIM #: **A39405**

PRIORITY DATE: May 28, 1969

SEGREGATION FILING DATE: **February 07, 2020**

WATER RIGHT SEPARATED FROM: 81-2740(A39405)

(This document was created on February 7, 2020 by KCHRISTE.)

PARENT RIGHT TYPE: Application To Appropriate

PARENT RIGHT STATUS: Certificated

1. OWNER INFORMATION:

Name: **Big Plains Water and Sewer Special Service District**
Address: **1777 North Meadowlark Drive**
Apple Valley UT 84737

2. QUANTITY, SOURCE, AND LOCATION OF WATER:

Quantity of Water: **1 acft**

Source: **Underground Water Well** County: **Washington**

Common Description: **12 miles East of Hurricane**

POINTS OF DIVERSION -- UNDERGROUND:

[1] N 486 feet E 1133 feet from the SW corner, Section 19 T 42S R 11W SLB&M

Well Diameter: **12 inches**

[2] N 957 feet E 1692 feet from the SW corner, Section 19 T 42S R 11W SLB&M

Well Diameter: **16 inches**

3. WATER USE INFORMATION:

Water Rights Appurtenant to the following use(s):

81-2740,5318

IRRIGATION: from Mar 01 to Nov 30 IRRIGATING: 0.2000 acre of the Group Total of 0.4000 acres.

PLACE OF USE: (which includes all or part of the following legal subdivisions:)

BS	TOWN	RANG	SC	Northwest Quarter				Northeast Quarter				Southwest Quarter				Southeast Quarter				Section		
				NW	NE	SW	SE	*	NW	NE	SW	SE	*	NW	NE	SW	SE	*	NW	NE	SW	SE
SL	42S	11W	19					*					*					*				0.0000

Continued on next page.

4. LIMITATION(S):

Water Right: 81-5318 is limited to:

the irrigation requirements of 0.2000 acre.

STATEMENT OF A WATER RIGHT SEGREGATION

STATE OF UTAH

For the purpose of informing the State Engineer of the segregation of a portion of a perfected or water right application consistent with section 73-3-27, this statement is hereby made, based upon the following showing of facts.

Water Right:

Water Right Number: 81-5560 Application #: A40599b
(SZUFELT)

(Document created on Oct 20, 2022 by SZUFELT)

Segregated From: 81-3106 (A40599b) on Oct 20, 2022

Parent Water Right Type: Application To Appropriate

Parent Water Right Status: Certificated

Owners:

Name: Big Plains Water and Sewer Special Service District
Address: 1777 North Meadowlark Drive
Apple Valley UT 84737

Interest:

Remarks:

Dates:

Filed: Jan 20, 1981

Priority: Apr 22, 1971

General:

Quantity of Water: 0.058 CFS OR 21.998 ACFT

Source: Underground Water Well

County: Washington

Common Description:

Land Owned by Appl.:

County Tax Id#:

Points of Diversion:

Points of Diversion - Underground:

(1) S 1893 ft. E 6 ft. from NW corner, Sec 19 T 42S R 11W SLBM

Well Diameter: 18 in. Depth: 285 to ft. Year Drilled: Well Log: Well Id#:

Elevation: UTM: 309397.4, 4110503.995 (NAD83)

Source/Cmnt:

Proposed Water Uses:

Proposed Water Uses - Group Number: 609798

Water Rights Appurtenant to the following use(s):

81-2170(CERT), 81-2171(CERT), 81-3106(CERT), 81-5512(CERT), 81-5560(CERT),

Water Use Types:

Irrigation-Beneficial Use Amount: 4.3096 acres Group Total: 44.83 Period of Use: 03/15 to 11/30

Place Of Use:

	North West				North East				South West				South East				Section Totals
	NW	NE	SW	SE													
Sec 19 T 42S R 11W SLBM	Lot 2																1.16
Sec 19 T 42S R 11W SLBM	Lot 3																
Sec 19 T 42S R 11W SLBM	Lot 4																
Sec 19 T 42S R 11W SLBM	Lot 5																

Place Of Use:	North West				North East				South West				South East				Section Totals
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	
Sec 24 T 42S R 12W SLBM					17.12		2.36										19.48
	Group Acreage Total :															20.64	

Proposed Water Uses - Group Number: 610408

Water Rights Appurtenant to the following use(s):

81-3106(CERT), 81-5512(CERT), 81-5560(CERT),

Water Use Types:

Stock Water-Beneficial Use Amount: 0 ELUs Group Total: 56

Domestic-Beneficial Use Amount: 1 EDUs Group Total: 1

Period of Use: 01/01 to 12/31

Period of Use: 01/01 to 12/31

Use Totals:

Irrigation sole-supply total: 4.3096 acres for a group total of: 44.83 acres

Stock Water sole-supply total: 0 ELUs for a group total of: 56 ELUs

Domestic sole-supply total: 1 EDUs for a group total of: 1 EDUs

EXHIBIT 2

STATEMENT OF A WATER RIGHT SEGREGATION

STATE OF UTAH

For the purpose of informing the State Engineer of the segregation of a portion of a perfected or water right application consistent with section 73-3-27, this statement is hereby made, based upon the following showing of facts.

Water Right:

Water Right Number: 81-5559 Application #: A38149a
(SZUFELT)

(Document created on Oct 20, 2022 by SZUFELT)

Segregated From: 81-1798 (A38149a) on Oct 20, 2022

Parent Water Right Type: Application To Appropriate

Parent Water Right Status: Certificated

Owners:

Name: Big Plains Water and Sewer Special Service District
Address: 1777 North Meadowlark Drive
Apple Valley UT 84737

Interest:

Remarks:

Dates:

Filed: Nov 30, 1979

Priority: Mar 29, 1967

General:

Quantity of Water: 0.009 CFS OR 5 ACFT

Source: Underground Water Well

County: Washington

Common Description:

Land Owned by Appl.:

County Tax Id#:

Points of Diversion:

Points of Diversion - Underground:

(1) N 424 ft. E 1417 ft. from W4 corner, Sec 4 T 43S R 11W SLBM

Well Diameter: 12 in. Depth: 400 to ft. Year Drilled: Well Log: Well Id#: 8036
Elevation: UTM: 313155.347, 4105501.368 (NAD83)

Source/Cmnt:

(2) N 260 ft. E 2118 ft. from W4 corner, Sec 4 T 43S R 11W SLBM

Well Diameter: 12 in. Depth: 400 to ft. Year Drilled: Well Log: Well Id#: 8036
Elevation: UTM: 313369.011, 4105451.381 (NAD83)

Source/Cmnt:

Proposed Water Uses:

Proposed Water Uses - Group Number: 609655

Water Rights Appurtenant to the following use(s):

81-1798(CERT), 81-5559(CERT),

Water Use Types:

Place Of Use:	Irrigation-Beneficial Use Amount: 1 acres				Group Total: 105.22				Period of Use: 03/01 to 10/31			
	North West		North East		South West		South East		Section Totals			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
Sec 4 T 43S R 11W SLBM	11.57	4.58	39.24	15.53					23.8	10.5		

Place Of Use:

North West				North East				South West				South East				Section Totals
NW	NE	SW	SE	Group Acreage Total : 105.22												

Use Totals:

Irrigation sole-supply total: 1 acres

for a group total of: 105.22 acres

Segregation History for 81-5512

Utah Division of Water Rights

10/20/2022 11:13 AM

Water Right: 81-5512

Application/Claim: A40599b

Certificate: 12054

Segregation History:

This Right was Segregated from: 81-3106, with Appl.#:A40599b, Approval Date:04/03/1981 under which Proof is to be

as originally filed:	Flow in CFS	AND/ OR/ BLANK	Quantity in Acre-Feet	Water Uses						
				Irrigated Acreage	Stock (ELUs)	Domestic (EDUs)	Acre-Feet			
				7.02	1.0904	56.0	Municipal	Mining	Power	Other

The following Water Rights have been Segregated from 81-5512:

(1) WrNum: 81-5561 [0.0092] OR [3.5] [0.5432] [28.0]

AppNum: A40599b

Name: Big Plains Water & Sewer Special Service District

Filed: 10/20/2022

Comment:

This Right as currently calculated:	Flow in CFS	Quantity in Acre-Feet	Water Uses						
			Irrigate Acreage	Stock (ELUs)	Domestic (EDUs)	Acre-Feet			
			3.52	0.5472	28.0	Municipal	Mining	Power	Other

STATEMENT OF A WATER RIGHT SEGREGATION

STATE OF UTAH

For the purpose of informing the State Engineer of the segregation of a portion of a perfected or water right application consistent with section 73-3-27, this statement is hereby made, based upon the following showing of facts.

Water Right:

(Document created on Oct 20, 2022 by SZUFELT)

Water Right Number: 81-5562 Application #: A43996a
(SZUFELT)

Segregated From: 81-5514 (A43996a) on Oct 20, 2022

Parent Water Right Type: Application To Appropriate

Parent Water Right Status: Certificated

Owners:

Name: BIG PLAINS WATER & SEWER SPECIAL SERVICE DISTRICT
Address: 1777 N Meadowlark Dr.
Apple Valley, UT 84737

Interest:

Remarks:

Dates:

Filed: Sep 08, 1988

Priority: Aug 15, 1974

General:

Quantity of Water: 7 ACFT

Source: Underground Water Well

County: Washington

Common Description: West of Short Creek

County Tax Id#:

Land Owned by Appl.:

Points of Diversion:

Points of Diversion - Underground:

(1) N 735 ft. W 597 ft. from SE corner, Sec 29 T 43S R 11W SLBM

Well Diameter: 10 in. Depth: 150 to ft. Year Drilled: Well Log: No Well Id#:
Elevation: UTM: 312381.136, 4098352.839 (NAD83)

Source/Cmnt:

(2) N 839 ft. E 150 ft. from W4 corner, Sec 31 T 43S R 11W SLBM

Well Diameter: 10 in. Depth: 145 to ft. Year Drilled: Well Log: No Well Id#:
Elevation: UTM: 309125.62, 4097658.533 (NAD83)

Source/Cmnt:

(3) S 1760 ft. W 110 ft. from N4 corner, Sec 31 T 43S R 11W SLBM

Well Diameter: 10 in. Depth: 160 to ft. Year Drilled: Well Log: No Well Id#:
Elevation: UTM: 310120.172, 4097645.11 (NAD83)

Source/Cmnt:

(4) S 646 ft. E 743 ft. from N4 corner, Sec 31 T 43S R 11W SLBM

Well Diameter: 10 in. Depth: 165 to ft. Year Drilled: Well Log: No Well Id#:
Elevation: UTM: 310380.166, 4097984.657 (NAD83)

Source/Cmnt:

SCANNED

Points of Diversion - Underground:

(5) N 839 ft. E 1114 ft. from W4 corner, Sec 31 T 43S R 11W SLBM
 Well Diameter: 10 in. Depth: 165 to ft. Year Drilled: Well Log: No Well Id#:
 Elevation: UTM: 309419.447, 4097658.533 (NAD83)
 Source/Cmnt:

(6) S 1705 ft. W 330 ft. from N4 corner, Sec 31 T 43S R 11W SLBM
 Well Diameter: 10 in. Depth: 180 to ft. Year Drilled: Well Log: No Well Id#:
 Elevation: UTM: 310053.116, 4097661.874 (NAD83)
 Source/Cmnt:

(7) S 1856 ft. W 798 ft. from NE corner, Sec 31 T 43S R 11W SLBM
 Well Diameter: 10 in. Depth: 190 to ft. Year Drilled: Well Log: No Well Id#:
 Elevation: UTM: 310711.797, 4097597.602 (NAD83)
 Source/Cmnt:

(8) N 206 ft. W 440 ft. from W4 corner, Sec 32 T 43S R 11W SLBM
 Well Diameter: 10 in. Depth: 155 to ft. Year Drilled: Well Log: No Well Id#:
 Elevation: UTM: 310800.751, 4097422.861 (NAD83)
 Source/Cmnt:

Proposed Water Uses:

Proposed Water Uses - Group Number: 610583

Water Rights Appurtenant to the following use(s):

81-3433(CERT), 81-5044(CERT), 81-5262(CERT), 81-5344(CERT), 81-5498(CERT),
 81-5499(CERT), 81-5514(CERT), 81-5518(CERT), 81-5531(CERT), 81-5562(CERT),

Water Use Types:

Irrigation-Beneficial Use Amount: 1.4 acres Group Total: 230 Period of Use: 03/01 to 11/30

Comments: QUANTITY OF WATER: WUC 3433 is limited to a total yearly diversion of 50.00 acre feet.

Place Of Use:

	North West				North East				South West				South East				Section Totals
	NW	NE	SW	SE													
Sec 31 T 43S R 11W SLBM			30	40													70
Sec 32 T 43S R 11W SLBM	40	40	40	40													160
Group Acreage Total:																230	

Use Totals:

Irrigation sole-supply total: 1.4 acres

for a group total of: 230 acres

STATEMENT OF A WATER RIGHT SEGREGATION

STATE OF UTAH

For the purpose of informing the State Engineer of the segregation of a portion of a perfected or water right application consistent with section 73-3-27, this statement is hereby made, based upon the following showing of facts.

Water Right:

Water Right Number: 81-5567 Application #: D3161
(SZUFELT)

(Document created on Nov 9, 2022 by SZUFELT)

Segregated From: 81-1526 (D3161) on Nov 9, 2022

Parent Water Right Type: Diligence Claim

Owners:

Name: Big Plains Water and Sewer Special Service District
Address: 1777 N Meadowlark Dr.
Apple Valley, UT 84737

Interest:

Remarks:

Dates:

Filed: Aug 18, 1975 Priority: 1864

General:

Quantity of Water: 0.0307 CFS OR 1 ACFT

Source: Canaan Mountain Spring & Spg. Areas
County: Washington

Common Description: Canaan Springs Ranch

County Tax Id#:

Points of Diversion:

Points of Diversion - Surface:

(1) N 2352 ft. W 1394 ft. from SE corner, Sec 7 T 43S R 10W SLBM

Diverting Works:

Source:

UTM: 320274.365, 4103510.759 (NAD83)

Elevation:

(2) N 2079 ft. W 240 ft. from SE corner, Sec 7 T 43S R 10W SLBM

Diverting Works:

Source:

UTM: 320626.104, 4103427.548 (NAD83)

Elevation:

(3) N 557 ft. E 2574 ft. from SW corner, Sec 8 T 43S R 10W SLBM

Diverting Works:

Source:

UTM: 321483.811, 4102963.643 (NAD83)

Elevation:

(4) N 52 ft. E 2719 ft. from SW corner, Sec 8 T 43S R 10W SLBM

Diverting Works:

Source:

UTM: 321528.007, 4102809.719 (NAD83)

Elevation:

(5) N 921 ft. E 2091 ft. from SW corner, Sec 8 T 43S R 10W SLBM

Diverting Works:

Source:

UTM: 321336.593, 4103074.59 (NAD83)

Elevation:

(6) S 475 ft. E 2924 ft. from NW corner, Sec 17 T 43S R 10W SLBM

Points of Diversion - Surface:

(1) N 2352 ft. W 1394 ft. from SE corner, Sec 7 T 43S R 10W SLBM

Diverting Works:

Source:

Elevation:

UTM: 321590.491, 4102649.089 (NAD83)

(7) N 1834 ft. E 2879 ft. from SW corner, Sec 17 T 43S R 10W SLBM

Diverting Works:

Source:

Elevation:

UTM: 321543.946, 4101742.772 (NAD83)

Proposed Water Uses:

Proposed Water Uses - Group Number: 609401

Water Rights Appurtenant to the following use(s):

81-1526(DIL), 81-5567(DIL),

Water Use Types:

Irrigation-Beneficial Use Amount: 0.2 acres Group Total: 3.37 Period of Use: 01/01 to 12/31

Place Of Use:	North West				North East				South West				South East				Section Totals
	NW	NE	SW	SE													
Sec 18 T 43S R 10W SLBM							X	X	X	X			X	X			
Group Acreage Total:																	

Use Totals:

Irrigation sole-supply total: 0.2 acres

for a group total of: 3.37 acres

Reservoirs:

Reservoir/Storage Name: Unnamed Reservoir #1

Dam Number:

Capacity: 1 acre-feet

Area Inundated: 0 acres

Dam Height: 10 feet

From: 01/01 to 12/31 inclusive

Area	North West Quarter				North East Quarter				South West Quarter				South East Quarter				
	NW	NE	SW	SE													
Sec 18 T 43S R 10W SLBM																X	

Reservoir/Storage Name: Unnamed Reservoir #2

Dam Number:

Capacity: 0.75 acre-feet

Area Inundated: 0 acres

Dam Height: 8 feet

From: 01/01 to 12/31 inclusive

Area	North West Quarter				North East Quarter				South West Quarter				South East Quarter				
	NW	NE	SW	SE													
Sec 18 T 43S R 10W SLBM																X	

STATEMENT OF A WATER RIGHT SEGREGATION

STATE OF UTAH

For the purpose of informing the State Engineer of the segregation of a portion of a perfected or water right application consistent with section 73-3-27, this statement is hereby made, based upon the following showing of facts.

Water Right:

Water Right Number: 81-5568 Application #: A41023a
(SZUFELT)

(Document created on Nov 9, 2022 by SZUFELT)

Segregated From: 81-4988 (A41023a) on Nov 9, 2022

Parent Water Right Type: Application To Appropriate

Parent Water Right Status: Certificated

Owners:

Name: Big Plains Water and Sewer Special Service District
Address: 1777 N Meadowlark Dr.
Apple Valley, UT 84737

Interest:

Remarks:

Dates:

Filed: Jan 22, 1975

Priority: Nov 22, 1971

General:

Quantity of Water: 0.005 CFS OR 1 ACFT

Source: Underground Water Well

County: Washington

Common Description: Big Plains Area

Land Owned by Appl.:

County Tax Id#:

Points of Diversion:

Points of Diversion - Underground:

(1) N 420 ft. W 102 ft. from SE corner, Sec 22 T 42S R 12W SLBM

Well Diameter: 12 in. Depth: 360 to ft. Year Drilled: 1980 Well Log: Yes Well Id#:

Elevation: UTM: 306118.418, 4109682.486 (NAD83)

Source/Cmnt:

Proposed Water Uses:

Proposed Water Uses - Group Number: 634154

Water Rights Appurtenant to the following use(s):

81-4988(CERT), 81-5568(CERT),

Water Use Types:

Irrigation-Beneficial Use Amount: 0.2 acres Group Total: 0.4 Period of Use: 04/01 to 10/31

Place Of Use:	North West				North East				South West				South East				Section Totals
	NW	NE	SW	SE													
Sec 22 T 42S R 12W SLBM													X			X	
Sec 23 T 42S R 12W SLBM									X		X						
Group Acreage Total:																	

Use Totals:

Irrigation sole-supply total: 0.2 acres

for a group total of: 0.4 acres

APPENDIX D

OPINION OF PROBABLE COST

SUNRISE ENGINEERING, INC. 11 North 300 West, Washington, Utah 84780 Tel: (435) 652-8450 Fax: (435) 652-8416 Engineer's Opinion of Probable Cost					
Apple Valley Water System Improvements					
No.	Item	Qty	Unit	Engineer's Estimate	
				Unit Price	Amount
DISTRIBUTION SYSTEM GENERAL CONSTRUCTION					
1	Mobilization, Traffic Control, Dust Control, etc.	1	LS	\$ 75,000	\$ 75,000
2	16" C900 PVC, Fittings, Installation , Pipe Bedding, Trench Backfill	2,523	LF	\$ 110	\$ 278,000
3	12" C900 PVC, Fittings, Installation , Pipe Bedding, Trench Backfill	3,680	LF	\$ 90	\$ 331,000
4	10" C900 PVC, Fittings, Installation , Pipe Bedding, Trench Backfill	1,250	LF	\$ 80	\$ 100,000
5	8" C900 PVC, Fittings, Installation , Pipe Bedding, Trench Backfill	1,800	LF	\$ 75	\$ 135,000
6	PRV Vault	2	EA	\$ 50,000	\$ 100,000
7	Additional Fire Hydrant	20	EA	\$ 8,000.00	\$ 160,000.00
SUBTOTAL					\$ 1,179,000
CONTINGENCY				15%	\$ 176,850
CONSTRUCTION TOTAL					\$ 1,355,900
STORAGE GENERAL CONSTRUCTION					
1	Mobilization	1	LS	\$ 72,000	\$ 72,000
2	Earthwork 1,000,000 Gallon Storage Tank	1	LS	\$ 61,673	\$ 62,000
3	Construct 1,000,000 Gallon Storage Tank	1	LS	\$ 1,200,000	\$ 1,200,000
4	Tank Appurtenances	1	LS	\$ 53,964	\$ 54,000
5	Outlet & Overflow Structure	1	LS	\$ 115,638	\$ 116,000
6	Scada to All Tanks/Wells	5	EA	\$ 75,000	\$ 375,000
SUBTOTAL					\$ 1,879,000
CONTINGENCY				15%	\$ 281,900
CONSTRUCTION TOTAL					\$ 2,161,000
INCIDENTALS					
1	incidentals & professional services	20.0%	LS	\$ 611,600	\$ 611,600
SUBTOTAL					\$ 611,600
TOTAL PROJECT COST					\$ 4,129,000
<i>In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.</i>					

<p style="text-align: center;">SUNRISE ENGINEERING, INC. 11 North 300 West, Washington, Utah 84780 Tel: (435) 652-8450 Fax: (435) 652-8416 Engineer's Opinion of Probable Cost</p>					
CONNECTION OF THE THREE WATER SYSTEMS					
No.	Item	Qty	Unit	Engineer's Estimate	
				Unit Price	Amount
DISTRIBUTION SYSTEM GENERAL CONSTRUCTION					
1	Mobilization, Traffic Control, Dust Control, etc.	1	LS	\$ 75,000	\$ 75,000
2	8" C900 PVC, Fittings, Installation , Pipe Bedding, Trench Backfill (Apple to Cedar)	23,865	LF	\$ 75	\$ 1,790,000
3	8" C900 PVC, Fittings, installation , Pipe Bedding, Trench Backfill (Cedar to Cannan)	23,180	LF	\$ 75	\$ 1,739,000
				SUBTOTAL	\$ 3,604,000
				CONTINGENCY	15% \$ 541,000
				TOTAL PROJECT COST	\$ 4,145,000
<i>In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.</i>					
<p style="text-align: center;">SUNRISE ENGINEERING, INC. 11 North 300 West, Washington, Utah 84780 Tel: (435) 652-8450 Fax: (435) 652-8416 Engineer's Opinion of Probable Cost</p>					
Cannan Springs Water System Improvements					
No.	Item	Qty	Unit	Engineer's Estimate	
				Unit Price	Amount
DISTRIBUTION SYSTEM GENERAL CONSTRUCTION					
1	Mobilization, Traffic Control, Dust Control, etc.	1	LS	\$ 75,000.00	\$ 75,000.00
2	10" C900 PVC, Fittings, Installation , Pipe Bedding, Trench Backfill	2,730	LF	\$ 80.00	\$ 218,000.00
				SUBTOTAL	\$ 293,000.00
				CONTINGENCY	15% \$ 44,000.00
				CONSTRUCTION TOTAL	\$ 337,000.00
STORAGE GENERAL CONSTRUCTION					
1	Mobilization	1	LS	\$ 24,000.00	\$ 24,000.00
2	Earthwork 100,000 Gallon Storage Tank	1	LS	\$ 50,000.00	\$ 50,000.00
3	Construct 100,000 Gallon Storage Tank	1	LS	\$ 320,000.00	\$ 320,000.00
4	Tank Appurtenances	1	LS	\$ 35,000.00	\$ 35,000.00
5	Outlet & Overflow Structure	1	LS	\$ 80,000.00	\$ 80,000.00
				SUBTOTAL	\$ 509,000.00
				CONTINGENCY	15% \$ 76,400.00
				CONSTRUCTION TOTAL	\$ 585,400.00
WATER RIGHT MANAGEMENT					
1	Water Right lawer	1	LS	\$ 10,000.00	\$ 10,000.00
				SUBTOTAL	\$ 10,000.00
				CONTINGENCY	15% \$ 1,500.00
				CONSTRUCTION TOTAL	\$ 11,500.00

Water Source						
WELL DRILLING						
1	Mobilization	1	LS	\$ 10,800.00	\$ 10,800.00	
2	Conductor Casing	1	LS	\$ 17,000.00	\$ 17,000.00	
3	20" Diameter Well Drilling	250	LF	\$ 160.00	\$ 40,000.00	
4	Geophysical Logging	1	LS	\$ 8,000.00	\$ 8,000.00	
5	12" Diameter Casing	150	LF	\$ 110.00	\$ 16,500.00	
6	12" Diameter Stainless Steel Screen	100	LF	\$ 340.00	\$ 34,000.00	
7	2" Galvanized Tremie Pipe	180	LF	\$ 25.00	\$ 4,500.00	
8	Soil Sample Gradation Test	10	EA	\$ 275.00	\$ 2,750.00	
9	Furnish and Install Fine Silica Sand	5	CY	\$ 700.00	\$ 3,500.00	
10	Furnish and Install Pea Gravel (Disinfected)	5	CY	\$ 140.00	\$ 700.00	
11	Concrete Grout	3	CY	\$ 750.00	\$ 2,250.00	
12	Packer	2	EA	\$ 1,500.00	\$ 3,000.00	
13	Test Pump Furnishing, Installation and Removal	1	LS	\$ 17,500.00	\$ 17,500.00	
14	Development Pumping	120	HR	\$ 400.00	\$ 48,000.00	
15	Test Pumping	32	HR	\$ 350.00	\$ 11,200.00	
16	Sampling and Testing for Culinary Water Quality	1	LS	\$ 3,750.00	\$ 3,750.00	
17	Disinfection and Capping	1	LS	\$ 1,300.00	\$ 1,300.00	
18	Well Driller's Report Preparation	1	LS	\$ 1,600.00	\$ 1,600.00	
SUBTOTAL					\$ 226,400.00	
WELL CONSTRUCTION						
1	Mobilization, Traffic Control, & Site Security	1	LS	\$ 13,000.00	\$ 13,000.00	
2	Quality Control Sampling & Testing	1	LS	\$ 22,000.00	\$ 22,000.00	
3	Construction Staking	1	LS	\$ 5,500.00	\$ 5,500.00	
4	Site Earthwork	1	LS	\$ 8,000.00	\$ 8,000.00	
5	Well Equipping	1	LS	\$ 185,000.00	\$ 185,000.00	
6	12" C900 DR18 PVC Pipe	40	LF	\$ 80.00	\$ 3,200.00	
7	12" Butterfly Valve Assembly	2	EA	\$ 6,500.00	\$ 13,000.00	
8	Miscellaneous Connections	1	LS	\$ 5,000.00	\$ 5,000.00	
9	6" Untreated Base Course	1,600	SF	\$ 1.35	\$ 2,160.00	
10	SCADA	1	LS	\$ 15,000.00	\$ 15,000.00	
SUBTOTAL					\$ 271,900.00	
CONTINGENCY					15%	\$ 75,000.00
CONSTRUCTION TOTAL					\$ 573,300.00	
INCIDENTALS						
1	incidentals & professional services	20%	LS	\$ 162,400.00	\$ 162,400.00	
SUBTOTAL					\$ 162,400.00	
TOTAL PROJECT COST						\$ 1,669,600.00
<p><i>In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.</i></p>						

SUNRISE ENGINEERING, INC.
 11 North 300 West, Washington, Utah 84780
 Tel: (435) 652-8450 Fax: (435) 652-8416
Engineer's Opinion of Probable Cost

Cedar Point Water System Improvements

18-Nov-22

No.	Item	Qty	Unit	Engineer's Estimate	
				Unit Price	Amount
DISTRIBUTION SYSTEM GENERAL CONSTRUCTION					
1	Mobilization, Traffic Control, Dust Control, etc.	1	LS	\$ 50,000.00	\$ 50,000.00
2	8" C900 PVC, Fittings, Installation , Pipe Bedding, Trench Backfill	1,496	LF	\$ 75.00	\$ 112,200.00
3	3" C300 PVC, Fittings, Installation , Pipe Bedding, Trench Backfill	2,125	LF	\$ 40.00	\$ 85,000.00
4	4" C300 PVC, Fittings, Installation , Pipe Bedding, Trench Backfill	1,700	LF	\$ 45.00	\$ 76,500.00
5	Misc Valves and Appurtenances	1	LS	\$ 50,000.00	\$ 50,000.00
SUBTOTAL					\$ 373,700.00
CONTINGENCY				15%	\$ 56,055.00
CONSTRUCTION TOTAL					\$ 429,800.00
Water Source					
WELL DRILLING					
1	Mobilization	1	LS	\$ 10,800.00	\$ 10,800.00
2	Conductor Casing	1	LS	\$ 17,000.00	\$ 17,000.00
3	20" Diamter Well Drilling	250	LF	\$ 160.00	\$ 40,000.00
4	Geophysical Logging	1	LS	\$ 8,000.00	\$ 8,000.00
5	12" Diamter Casing	150	LF	\$ 110.00	\$ 16,500.00
6	12" Diamter Stainless Stell Screen	100	LF	\$ 340.00	\$ 34,000.00
7	2" Galvanized Tremie Pipe	180	LF	\$ 25.00	\$ 4,500.00
8	Soil Sample Gradation Test	10	EA	\$ 275.00	\$ 2,750.00
9	Furnish and Install Fine Silica Sand	5	CY	\$ 700.00	\$ 3,500.00
10	Furnish and Install Pea Gravel (Disinfected)	5	CY	\$ 140.00	\$ 700.00
11	Concrete Grout	3	CY	\$ 750.00	\$ 2,250.00
12	Packer	2	EA	\$ 1,500.00	\$ 3,000.00
13	Test Pump Furnishing, Installation and Removal	1	LS	\$ 17,500.00	\$ 17,500.00
14	Development Pumping	120	HR	\$ 400.00	\$ 48,000.00
15	Test Pumping	32	HR	\$ 350.00	\$ 11,200.00
16	Sampling and Testing for Culinary Water Quality	1	LS	\$ 3,750.00	\$ 3,750.00
17	Disinfection and Capping	1	LS	\$ 1,300.00	\$ 1,300.00
18	Well Driller's Report Preparation	1	LS	\$ 1,600.00	\$ 1,600.00
SUBTOTAL					\$ 226,400.00
WELL CONSTRUCTION					
1	Mobilization, Traffic Control, & Site Security	1	LS	\$ 13,000.00	\$ 13,000.00
2	Quality Control Sampling & Testing	1	LS	\$ 22,000.00	\$ 22,000.00
3	Construction Staking	1	LS	\$ 5,500.00	\$ 5,500.00
4	Site Earthwork	1	LS	\$ 8,000.00	\$ 8,000.00
5	Well Equipping	1	LS	\$ 185,000.00	\$ 185,000.00
6	12" C900 DR18 PVC Pipe	40	LF	\$ 80.00	\$ 3,200.00
7	12" Butterfly Valve Assembly	2	EA	\$ 6,500.00	\$ 13,000.00
8	Miscellaneous Connections	1	LS	\$ 5,000.00	\$ 5,000.00
9	6" Untreated Base Course	1,600	SF	\$ 1.35	\$ 2,160.00
10	SCADA	1	LS	\$ 15,000.00	\$ 15,000.00
SUBTOTAL					\$ 271,900.00
CONTINGENCY				15%	\$ 75,000.00
CONSTRUCTION TOTAL					\$ 573,300.00
INCIDENTALS					
1	incidentals & professional services	20%	LS	\$ 174,400.00	\$ 174,400.00
SUBTOTAL					\$ 174,400.00
TOTAL PROJECT COST					\$ 1,177,500.00
<p><i>In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.</i></p>					

APPENDIX E

PROJECTED CASH FLOW

Annual growth rate	5.00%													
Annual Inflation Rate	3.00%													
Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Average Rate ERU	\$41.58	\$45.73	\$66.06	\$61.62	\$61.62	\$73.91	\$73.91	\$73.91	\$73.91	\$73.91	\$73.91	\$73.91	\$73.91	\$73.91
Connection Fee per Connection		\$2,786	\$1,421	\$1,421	\$2,166	\$1,463	\$1,847	\$1,869	\$1,705	\$1,914	\$1,841	\$1,864	\$1,934	\$1,908
Impact fee	\$12,000	\$12,000	\$12,000	\$12,000	17,788	17,788	17,788	17,788	17,788	17,788	17,788	17,788	17,788	17,788
System Users:														
Total Existing ERU's	372	379	396	440	515	559	606	636	668	701	736	773	812	852
New ERU's:		7	17	44	75	44	46	30	32	33	35	37	39	41
REVENUES:														
User Fees (Water Sales)	185,422	207,787	313,612	325,201	380,835	496,065	537,277	564,141	592,348	621,965	653,063	685,716	720,002	756,002
Connection Fees	34,888	19,500	24,153	6,268	162,996	64,758	85,837	56,618	54,224	63,916	64,542	68,618	74,751	77,439
Water Standby Fees	36,694	32,948	50,993	39,270	41,176	42,411	43,683	44,994	46,343	47,734	49,166	50,641	52,160	53,725
Late Fees	5,257	0	333	0	0	0	0	0	0	0	0	0	0	0
Other Operating Income	30,565	18,390	42,021	6,133	31,235	32,172	33,137	34,131	35,155	36,210	37,296	38,415	39,568	40,755
Sundry Revenue	0	0	1,221	0	314	324	334	344	354	364	375	387	398	410
Interest Income	3,136	2,633	237	498	2,062	2,124	2,188	2,253	2,321	2,390	2,462	2,536	2,612	2,691
Grants	38,000	0	403,059	0										
Impact Fees	197,573	61,529	80,099	135,976	1338,394	787,171	826,529	538,772	565,711	593,996	623,696	654,881	687,625	722,006
TOTAL REVENUE:	\$531,535	\$342,787	\$915,728	\$513,346	\$1,957,012	\$1,425,024	\$1,528,984	\$1,241,252	\$1,296,456	\$1,366,576	\$1,430,601	\$1,501,194	\$1,577,117	\$1,653,028
EXPENSES:														
clerical contractor labor	0	0	10,002	0	3,434	3,537	3,643	3,752	3,865	3,981	4,100	4,223	4,350	4,481
town interlocal agreement costs	430	0	0	0	148	152	157	161	166	171	176	182	187	193
water salaries and wages	45,006	45,006	51,487	54,163	48,581	50,039	51,540	53,086	54,679	56,319	58,009	59,749	61,541	63,388
water benefits	24,845	24,563	32,546	25,883	28,138	28,982	29,851	30,747	31,669	32,619	33,598	34,606	35,644	36,713
admin salaries and wages	23,705	0	0	0	8,139	8,383	8,634	8,893	9,160	9,435	9,718	10,010	10,310	10,619
admin benefits	12,831	0	0	0	4,405	4,537	4,674	4,814	4,958	5,107	5,260	5,418	5,581	5,748
public postings	807	401	392	0	549	566	583	600	618	637	656	676	696	717
travel/fuel	821	967	745	324	870	896	923	950	979	1,008	1,038	1,070	1,102	1,135
training	295	0	650	0	324	334	344	355	365	376	387	399	411	423
books/subscriptions/memberships	990	716	1,337	2,609	1,045	1,076	1,108	1,142	1,176	1,211	1,248	1,285	1,323	1,363
admin supplies and expenses	7,322	4,106	5,214	4,351	5,714	5,885	6,062	6,244	6,431	6,624	6,823	7,027	7,238	7,455
postage	908	133	346	642	476	490	505	520	536	552	569	586	603	621
bank servic charges	2,440	11	552	63	1,031	1,062	1,094	1,127	1,160	1,195	1,231	1,268	1,306	1,345
professional service	10,716	26,674	28,575	(17,141)	22,648	23,327	24,027	24,748	25,491	26,255	27,043	27,854	28,690	29,550
accounting & audit fees	6,611	6,921	5,700	19,800	6,603	6,801	7,005	7,215	7,432	7,655	7,884	8,121	8,364	8,615
water testing	7,308	5,692	5,155	7,854	6,233	6,420	6,613	6,811	7,016	7,226	7,443	7,666	7,896	8,133
legal fees	5,549	5,713	1,460	3,060	4,368	4,499	4,634	4,773	4,916	5,064	5,215	5,372	5,533	5,699
system maintenance and repairs	3,488	2,798	25,680	269	10,975	11,304	11,643	11,993	12,352	12,723	13,105	13,498	13,903	14,320
system equipment	10,824	6,617	0	11,361	5,988	6,168	6,353	6,543	6,740	6,942	7,150	7,365	7,586	7,813
well maintenance and repairs	3,572	1,305	0	256	1,674	1,725	1,776	1,830	1,885	1,941	1,999	2,059	2,121	2,185
tank maintenance and repairs	4,350	0	3,000	85	2,524	2,599	2,677	2,757	2,840	2,925	3,013	3,104	3,197	3,293
equipment costs other than fuel	2,993	3,960	2,783	1,087	3,343	3,443	3,546	3,653	3,762	3,875	3,991	4,111	4,234	4,361
equipment fuel	2,847	2,126	2,134	2,672	2,440	2,513	2,589	2,666	2,746	2,829	2,914	3,001	3,184	
utilities	10,039	13,974	15,380	18,875	13,525	13,931	14,349	14,779	15,222	15,679	16,149	16,634	17,133	17,647
telephone and internet	553	0	152	0	242	249	257	264	272	281	289	298	307	316
insurance	4,644	4,087	5,910	2,890	5,027	5,178	5,333	5,493	5,658	5,827	6,002	6,182	6,368	6,559
depreciation expense	134,013	134,769	135,064	135,064	138,654	142,813	147,098	151,511	156,056	160,738	165,560	170,527	175,642	180,912
interest expense	94,609	93,152	88,251	82,991	94,764	97,607	100,535	103,551	106,658	109,858	113,153	116,548	120,044	123,646
Sub-Total Operation & Maintenance	(\$422,516)	(\$383,691)	(\$422,515)	(\$357,158)	(\$421,861)	(\$434,517)	(\$447,553)	(\$460,979)	(\$474,809)	(\$489,053)	(\$503,724)	(\$518,836)	(\$534,401)	(\$550,433)
EXISTING DEBT SERVICE														
Debt Service-Principle-2013 Water Bond	85,000	85,000	85,000	85,000	85,000	85,000	84,000	85,000	84,000	85,000	84,000	85,000	84,000	84,000
Debt Service-Principle-2014A Water Bond	111,252	111,252	111,252	11										

APPENDIX F

IMPACT FEE CERTIFICATION

CERTIFICATION OF IMPACT FEE ANALYSIS BY CONSULTANT

In accordance with Utah Code Annotated, § 11-36a-306 Nathan Wallentine, P.E., on behalf of Sunrise Engineering, Inc., makes the following certification:

I certify that the attached impact fee facilities plan and impact fee analysis:

1. Includes only the costs for qualifying public facilities that are:
 - a. Allowed under the Impact Fees Act; and
 - b. Actually incurred; or
 - c. Projected to be incurred or encumbered within six years after each impact fee is paid;
2. Does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and that methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. Offsets costs with grants or other alternate sources of payment (if grants or other sources of payment have been applied for and received and such information was made available when the Impact Fee Analysis was prepared); and
4. Complies in each and every relevant respect with the Impact Fees Act.

Nathan Wallentine, P.E. makes this certification with the following qualifications:

1. All of the recommendations for implementations of the Impact Fee Facilities Plan ("IFFP") made in the IFFP documents or in the Impact Fee Analysis documents are followed in their entirety by BPWSSD staff and elected officials.
2. If all or a portion of the IFFP's or Impact Fee Analyses are modified or amended, this certification is no longer valid.
3. All information provided to Sunrise Engineering, Inc., its contractors or suppliers is assumed to be correct, complete and accurate. This includes information provided by BPWSSD and outside sources.
4. The undersigned is trained and licensed as a professional engineer and has not been trained or licensed as a lawyer. Nothing in the foregoing certification shall be deemed an opinion of law or an opinion of compliance with law which under applicable professional licensing laws or regulations or other laws or regulations must be rendered by a lawyer licensed in the State of Utah.
5. The foregoing Certification is an expression of professional opinion based on the undersigned's best knowledge, information and belief and shall not be construed as a warranty or guaranty of any fact or circumstance.
6. The foregoing certification is made only to BPWSSD and may not be used or relied upon by any other person or entity without the expressed written authorization of the undersigned.

Sunrise Engineering, Inc.

By: _____

Dated: _____

BIG PLAINS WATER SPECIAL SERVICE DISTRICT

RESOLUTION NO. BPW-R-2023-09

A RESOLUTION OF BIG PLAINS WATER SPECIAL SERVICE DISTRICT (“DISTRICT”) APPROVING AND ADOPTING AN IMPACT FEE FACILITIES PLAN AND ANALYSIS FOR WATER INFRASTRUCTURE; AND ESTABLISHING AND ADOPTING AN ASSOCIATED IMPACT FEE TO MEET THE DEMANDS OF NEW GROWTH. THIS RESOLUTION AMENDS, SUPERSEDES AND REPLACES THE EXISTING DISTRICT IMPACT FEE ANALYSIS.

WHEREAS, the board of Big Plains Water Special Service District (“Board”) finds and determines growth and development activity in the District will create additional demand and need for water infrastructure improvements in the District; and

WHEREAS, the District, pursuant to Utah Code Ann. 11-36a-303, had a study and analysis performed to determine the existing conditions and needs regarding public safety, and to determine projected needs as the District grows during the next 20 years, which study and analysis shall serve as an impact fee facilities plan, also known as a capital facilities plan, for said public facilities; and

WHEREAS, the Board desires to give formal acceptance and approval of said public facilities impact fee facilities plan and impact fee analysis; and

WHEREAS, the Board desires to impose impact fees based upon said public facilities impact fee facilities plan and the analysis contained therein; and

WHEREAS, the Board finds that impact fees should be charged to all new development activity, as defined in Utah Code 11-36a-102(3), unless excepted below, which may be used to pay for the debt service associated with the debt capacity built into the existing facilities, the cost of additional improvements that are required to support new growth and development; and

WHEREAS the Board, after a public notice as required by law, held a public hearing on August 10, 2023, to consider the adoption of this Resolution, a copy of which, as well as the copy of the public facilities impact fee facilities plans and impact fee analysis, has been made available for public inspection at 1777 N Meadowlark Dr, Apple Valley, UT 84737 for a period of 10 days prior to such public hearing.

NOW THEREFORE, BE IT RESOLVED by the District Board as follows:

1. The District hereby approves and adopts the following impact fee facilities plan and impact fee analysis: Big Plains Water Special Service District Culinary Water Master Plan (including a Five Point System Analysis, Recommended System Improvements, System Financing Plan, Impact Fee Facilities Plan and Impact Fee Analysis), dated July 17, 2023, prepared by Sunrise Engineering.
2. The Board hereby establishes one service area consisting of the entire geographical area of the District.
3. The Board hereby establishes the following residential unit impact fees and non-residential development impact fees:

Year	Maximum Residential Fee per Unit
2023	\$17,788.00
2024	\$17,788.00
2025	\$17,788.00
2026	\$17,788.00

Year	Maximum Residential Fee per Unit
2027	\$17,788.00

Year	Size of Connection	Maximum Non-Residential Fee per Unit
2023	3/4"	\$17,788.00
2024	1"	\$31,623.11
2025	1 1/2 "	\$71,152.00
2026	2"	\$126,492.44
2027	3"	\$284,608.00

4. The impact fees shall be calculated and charged to all new development as follows:
 - (a) Single Family Residential Unit or Equivalent Residential Unit or ERU shall mean the system improvement capacity required for a dwelling unit intended for the use and occupancy of a single family with no restriction on time of use. A residential unit is defined as a house, apartment unit, condominium unit, etc. The impact fees shall be paid to the District prior to final plat recordation, or paid prior to issuance of a building permit if for an existing platted lot where fees were not collected at the time of final plat recordation. Remodels or additions are not required to pay an additional impact fee unless an additional residential unit is created.
 - (b) The 'Non-Residential' impact fee shall be charged for non-residential units according to the total size of the connection and the equivalent residential units. The impact fees shall be paid to the District prior to final plat recordation, or paid prior to issuance of a building permit if for an existing platted lot where fees were not collected at the time of final plat recordation. Remodels or additions that result in increased size of connection are subject to impact fees.
5. The Board may adjust the impact fee at the time the same is charged to
 - (a) respond to:
 - (i) unusual circumstances in specific cases; or
 - (ii) a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected; and
 - (b) ensure that impact fees are imposed fairly.
6. The amount of an impact fee for a particular development may be adjusted based upon studies and data submitted by the developer that proves that the enacted impact fee would be unfair to impose upon the development, and shows what the amount should reasonably be.
7. A developer, including a school district or a charter school, is allowed to receive a credit against or proportionate reimbursement of an impact fee if the developer: (a) dedicates land for a system improvement; (b) builds and dedicates some or all of a system improvement; or (c) dedicates a public facility that the local political subdivision or private entity and the developer agree will reduce the need for a system improvement.

8. A developer shall receive a credit against impact fees for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:
 - (a) are system improvements; or
 - (b) (i) are dedicated to the public; and
 - (ii) offset the need for an identified system improvement.
9. The District Board may exempt, either wholly or partially, an impact fee for:
 - (a) Development activity attributable to:
 - (i) Low income housing;
 - (ii) The state;
 - (iii) A school district or charter school; or
 - (b) Other development activity that the Board determines has a broad public purpose.
- Furthermore, if any exemption is given (other than for low income housing), the Board may pay for the impact through grants, other fees, the general fund, or other budgetary funds.
10. Any fee payer that has paid an impact fee pursuant to this Resolution may challenge the impact fee only in accordance with Utah Code 11-36a-701.
11. This Resolution supersedes and/or repeals the provision(s) of any ordinance(s) or resolution(s) that is/are inconsistent with the provisions of this Resolution.
12. This Resolution shall take effect November 3, 2023, upon publication or posting, as required by law.

PASSED AND ADOPTED BY THE BOARD on this 10th day of August 2023.

Barratt Nielson, Board Chair

Jenna Vizcardo, District Clerk

Harold Merritt voted _____
Frank Lindhart voted _____
Ross Gregerson voted _____
Barratt Nielson voted _____
Andy McGinnis voted _____

NOTICE

Item 2.

Public notice is given that the Big Plains Water and Sewer Special Service District (the "District"), located in Washington County, Utah serving development within the District's current boundaries, intends to contract to prepare or amend an impact fee facilities plan (IFFP) and impact fee analysis (IFA) related to water. Notice is hereby given pursuant to the requirements of Utah Code Ann. 11-36a-501 and 503.

The Service Area for this analysis is the entire District boundary. You are hereby invited to provide information for the District to consider in the process of preparing, adopting and implementing or amending the referenced documents.

CERTIFICATE OF POSTING I, Jauna McGinnis, as duly appointed Recorder for the Town of Apple Valley, hereby certify that copies of the notice were posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website, <http://pmn.utah.gov>, the Town website, www.applevalleyut.gov, and faxed to The Spectrum on the **5th** day of **July**, 2018.

Dated this **5th** day of **July**, 2018
Jauna McGinnis, Recorder
Town of Apple Valley

Support

PUBLIC NOTICE WEBSITE
DIVISION OF ARCHIVES AND RECORDS SERVICE

7.5.18 Impact Fee Study Notice

General Information

Government Type:

Special Service District

Entity:

Big Plains Water Special Service District

Public Body:

Big Plains Water and Sewer Special Service District Board

Give Feedback

Notice Information

[Add Notice to Calendar](#)

Notice Title:

7.5.18 Impact Fee Study Notice

Notice Subject(s):

Other

Notice Type(s):

Notice

Event Start Date & Time:

July 5, 2018 01:00 AM

Description/Agenda:

NOTICE

Public notice is given that the Big Plains Water and Sewer Special Service District (the 'District'), located in Washington County, Utah serving development within the District's current boundaries, intends to contract to prepare or amend an impact fee facilities plan (IFFP) and impact fee analysis (IFA) related to water. Notice is hereby given pursuant to the requirements of Utah Code Ann. 11-36a-501 and 503.

The Service Area for this analysis is the entire District boundary. You are hereby invited to provide information for the District to consider in the process of preparing, adopting and implementing or amending the referenced documents.

Give Feedback

CERTIFICATE OF POSTING I, Jauna McGinnis, as duly appointed Recorder for the Town of Apple Valley, hereby certify that copies of the notice were posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website, <http://pmn.utah.gov>, the Town website, www.applevalleyut.gov, and faxed to The Spectrum on the 5th day of July, 2018.

Dated this 5th day of July, 2018

Jauna McGinnis, Recorder

Town of Apple Valley

Notice of Special Accommodations (ADA):

N/A

Notice of Electronic or Telephone Participation:

N/A

Meeting Information

Meeting Location:

1777 N Meadowlark Drive
Apple Valley, 84737

[Show in Apple Maps](#)[Show in Google Maps](#)

Contact Name:

Jenna Vizcardo

Contact Email:

clerk@applevalleyut.gov

Contact Phone:

(435)877-1190

Give Feedback

Notice Posting Details

Notice Posted On:

July 05, 2018 08:06 PM

Notice Last Edited On:

July 05, 2018 08:06 PM

Download Attachments

File Name	Category	Date Added
7.5.18 BPWSSD Impact Fee Notice.pdf	Public Information Handout	2018/07/05 08:06 PM

Board/Committee Contacts

Member	Email	Phone
Harold Merritt	hmerritt@applevalleyut.gov	N/A

Member	Email	Phone
Ross Gregerson	gregerson@applevalleyut.gov	N/A
Jarry Zaharais	jzaharias@applevalleyut.gov	N/A
Frank Lindhardt	flindhardt@applevalleyut.gov	N/A

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July 27, 2023

Barratt Nielson, Board Chairman
 Big Plains Water Special Service District
 1777 North Meadowlark Drive
 Apple Valley, Utah 84737

Subject: Proposal/Agreement for Professional Engineering Services
 PERs & Drinking Water Source Protection Plans
 Apple Valley, Utah

Dear Mr. Nielson,

Sunrise Engineering, Inc. (SEI) is pleased to submit this proposal to the Big Plains Water Special Service District (District) for engineering services of the preparation of three Drinking Water Source Protection (DWSP) Plans for Jessop Well, Well 59, New Cooke Well, Rock Well, and Upper and Lower Canaan Springs. The documents will be prepared in compliance with the relevant Utah Administrative Code R309-600 – DWSP for Ground Water Sources. SEI agrees, upon receipt of your acceptance to this proposal/agreement, to perform the following identified services in accordance with the Terms and Conditions attached hereto.

SCOPE OF SERVICES

General

1. Collect USGS topographic and geologic maps, studies, well logs, historical records, and other data from the District, Utah Division of Drinking Water (DDW), Utah Division of Water Rights (DWRI), and other publicly available sources.
2. Prepare Delineation Report per Utah Administrative Code R309-600. Four DWSP zone boundaries will be delineated based on the collected topographic and geological maps, studies, well drilling and construction data, and pumping test records (provided by the District, see Assumptions and Exceptions).
3. Conduct a site visit to inspect the areas within and in the vicinity of the proposed DWSP zones.
4. With the help of the District, generate an inventory of potential contamination sources (PCSS) and perform an assessment of the identified PCSSs for each well and spring.

WS002 Jessop Well – Revised DWSP Plan

A DWSP Plan was already prepared for Jessop Well and approved by DDW in 2007. However, the well has been modified since 2007. According to R309-600, the existing DWSP Plan shall be revised or reprepared for the well.

1. Revise the Management Program for the Existing PCSs and the Management Program for the Future PCSs based on the new delineation and updated PCS list of Jessop Well.
2. Revise the Implementation Schedule, Resource Evaluation, and Recordkeeping.
3. Revise the Public Notification for the entire water system.
4. Revise the Contingency Plan for the entire water system.
5. Provide discussions regarding the pesticide and volatile organic chemical (VOC) monitoring waivers (optional).
6. Submit the draft DWSP Plan to the District for review.
7. Finalize the DWSP Plan based on the review comments.

WS003 Well 59 – Revised DWSP Plan

Well 59 was shut down by DDW because of quality issues. A DWSP Plan may already be prepared for the well and approved by DDW. When the well is activated, the DWSP plan shall be revised based on the up-to-date conditions.

1. Revise the Management Program for the Existing PCSs and the Management Program for the Future PCSs based on the new delineation and updated PCS list of Well 59.
2. Revise the Implementation Schedule, Resource Evaluation, and Recordkeeping.
3. Provide discussions regarding the pesticide and volatile organic chemical (VOC) monitoring waivers (optional).
4. Submit the draft DWSP Plan to the District for review.
5. Finalize the DWSP Plan based on the review comments.

WS004 New Cooke Well – Revised DWSP Plan

1. Based on the data collected from the District, DDW, and observations from the site inspection, update the DWSP plan for the New Cooke Well as required. This may include the system and source information, designated person, delineation report, inventory of potential contamination sources (PCSs), assessment of PCS hazards, management of existing and future PCSs, implementation schedule, resource evaluation, recordkeeping, emergency plan, public notification, and monitoring waivers.
2. Submit a copy of the draft combined Updated DWSP Plan to the District for review.
3. Finalize the Updated DWSP Plan based on the review comments.

WS005 Rock Well – Combined Preliminary Evaluation Report (PER)/DWSP Plan

1. With the help of the District, generate a land ownership map and a land ownership list for Rock Well DWSP Zone 1 (and Zone 2, if the well receives water from an unprotected aquifer).

2. Prepare Land Use Agreements for the land owners in Zone 1 (and Zone 2, if the well receives water from an unprotected aquifer). The District shall have the Land Use Agreements signed by the land owners.
3. Prepare a Management Program for the Existing PCSs and a Management Program for the Future PCSs of Rock Well.
4. Prepare an Implementation Schedule, Resource Evaluation, and Recordkeeping.
5. Provide discussions regarding the pesticide and volatile organic chemical (VOC) monitoring waivers (optional).
6. Submit a copy of the draft combined PER/DWSP Plan to the District for review.
7. Finalize the DWSP Plan based on the review comments.

WS001 Upper and Lower Canaan Springs – PER/DWSP Plan

1. With the help of the District, generate a land ownership map and a land ownership list for Upper and Lower Canaan Springs DWSP Zone 1 and Zone 2, if any.
2. Prepare Land Use Agreements for the land owners in Zone 1 and Zone 2. The District shall have the Land Use Agreements signed by the land owners.
3. Prepare a Management Program for the Existing PCSs and a Management Program for the Future PCSs of Upper and Lower Canaan Springs.
4. Prepare an Implementation Schedule, Resource Evaluation, and Recordkeeping.
5. Provide discussions regarding the pesticide and volatile organic chemical (VOC) monitoring waivers (optional).
6. Submit a copy of the draft combined PER/DWSP Plan to the District for review.
7. Finalize the DWSP Plan based on the review comments.

PROFESSIONAL SERVICES FEE

Sunrise proposes to complete the work described in the Scope of Services for a lump sum fee of Thirty-Five Thousand Two Hundred Dollars (\$35,200) as outlined in the following table:

Task	Description	Fee	Fee Type
1	Revised DWSP Plan for WS002 (Jessop Well)	\$6,000	Lump Sum
2	Revised DWSP Plan for WS003 (Well 59)	\$4,600	Lump Sum
3	Revised DWSP Plan for WS004 (New Cooke Well)	\$4,600	Lump Sum
4	Combined PER/DWSP Plan for WS005 (Rock Well)	\$12,000	Lump Sum
5	Combined PER/DWSP Plan for WS001 (Upper and Lower Canaan Springs)	\$8,000	Lump Sum

TIME SCHEDULE

SEI expects to start the project within one week following receipt of notice to proceed (signed agreement) and complete the project within approximately 16 to 20 weeks, which is dependent upon receipt of signed land use agreements and report review response time.

ASSUMPTIONS & EXCLUSIONS

1. The District shall provide the 24-hour constant rate pumping test data (time vs. drawdown) for each well for aquifer analysis purposes. If it is impossible to conduct the pumping test, SEI shall contact Utah DDW to determine an alternative approach for the aquifer analysis.
2. Where required, the District shall obtain signed land use agreements from property owners.
3. Items not specifically addressed in the Scope of Services are excluded.
4. Items determined to be outside the outlined Scope of Services may be completed following the identification of a scope and fee to complete the additional work.

PROCESS FORWARD

If the District is interested in having SEI complete the services, please execute the agreement below and return a copy. SEI looks forward to providing this and other services. If you have any questions regarding this proposal/agreement, please contact me at (801) 704-5214.

Sincerely,
Sunrise Engineering, Inc.



Derek Anderson, P.E.
Principal Engineer

Accepted and Agreed:

BIG PLAINS WATER SPECIAL SERVICE DISTRICT

Signature

Printed Name

Title

Date

TERMS AND CONDITIONS

1. SERVICES TO BE PROVIDED. These Terms and Conditions are enclosed with, attached to and/or incorporated by reference into a proposal or agreement (the "Proposal/Agreement") prepared by Sunrise Engineering, Inc. ("SEI") offering/agreeing to provide the consulting services described in the Proposal/Agreement as such consulting services are changed by agreement of the Parties (hereinafter, the "Services"). SEI agrees to provide the Services for the sole and exclusive use and benefit of the person or entity described in the Proposal/Agreement to be SEI's client for the provision of the Services (the "Client"). If the Proposal/Agreement does not expressly identify the Client, the Client shall be the person or entity to whom SEI provides the Services. The Proposal/Agreement shall become binding on SEI and Client upon its written acceptance by Client, or Client's acceptance of the performance by SEI of the Services without written objection to the terms of the Proposal/Agreement, whichever first occurs. SEI may use the services of subconsultants in the performance of the Services ("SEI's Consultants") when, in SEI's sole discretion, it is appropriate to do so. For purposes of the Proposal/Agreement and these Terms and Conditions, the "Parties" are SEI and Client, and their successors and permitted assignees.

2. EFFECT OF TERMS AND CONDITIONS. If any of the Services are performed by SEI or SEI's Consultants prior to the acceptance by Client of the Proposal/Agreement, such Services shall be governed by these Terms and Conditions the same as if they had been performed after the acceptance by Client of the Proposal/Agreement. These Terms and Conditions shall be binding upon the Parties except to the extent these Terms and Conditions directly conflict with the Proposal/Agreement. In the event of direct conflict between the Proposal/Agreement and these Terms and Conditions, the Proposal/Agreement shall supersede and replace these Terms and Conditions.

3. PAYMENT TERMS. Payment on account of Services rendered, including fees and Reimbursable Expenses, shall be made monthly upon presentation of SEI's statement of services. No deductions shall be made from SEI's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors ("Contractor") performing all or a portion of the work or services (the "Work") for the construction of improvements designed by SEI or SEI's Consultants, or on account of the cost of changes in the Work other than those for which SEI has been adjudicated to be liable. If payment is not received within thirty (30) calendar days from the invoice date (i) Client agrees to pay interest on the past due amount at the rate of 18% per annum until paid in full; (ii) Client agrees to pay reasonable attorneys' fees and collection costs incurred by SEI to collect or obtain an award or judgment to collect all or any portion of the past due amount; (iii) SEI reserves the right to suspend all Services until payment of the past due amount is received in full; and (iv) SEI may terminate the Proposal/Agreement for cause if payment of the past due amount is not received in full within forty-five (45) calendar days of the date it is due.

4. TERMINATION/SUSPENSION OF PROPOSAL/AGREEMENT Either Party may terminate the Proposal/Agreement for cause if the other Party shall fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination upon ten (10) calendar days prior written notice and failure of the Party in default to cure the default within such ten (10)-day period. Client may terminate the Proposal/Agreement without cause and for Client's convenience upon delivery to SEI of a written notice of termination for convenience. Client may suspend all or a portion of the Services upon written notice to SEI, provided that (i) Client shall compensate SEI for extra fees and costs due to such suspension of the Services; and (ii) SEI may terminate the Proposal/Agreement for cause if the Services or any portion of the Services are suspended in the aggregate for more than one hundred twenty (120) calendar days due to suspensions of the

Services for Client's convenience. In the event of a termination of the Proposal/Agreement not the fault of SEI, SEI shall be compensated for the Services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to the termination. In the event of a termination of the Proposal/Agreement for cause, the terminating Party shall be entitled to recover from the defaulting Party all damages caused by the defaulting Party's breach of the Proposal/Agreement.

5. STANDARD OF SKILL AND CARE. The Services (whether performed by SEI or SEI's Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Project is located on projects of similar size and scope and under like circumstances. SEI disclaims that any warranties, expressed or implied, are made or intended by SEI regarding the quality, fitness, accuracy, suitability or completeness of the Services or the Instruments of Service, or regarding any other matter.

6. INSURANCE. SEI shall maintain the following insurance coverages with insurance limits not less than specified below:

- a) Worker's Compensation Insurance – statutory limits;
- b) Employer's Liability Insurance – \$1,000,000;
- c) Automobile Liability – Combined single limits per accident, \$1,000,000;
- d) Commercial General Liability Insurance – Combined single limits per occurrence, \$1,000,000;
- e) Professional Liability – \$1,000,000 per claim

7. LIMITATION OF LIABILITY. Client agrees that the liability of SEI and SEI's Consultants, and their former and current officers, directors, employees and agents to Client, and any third party, due to any negligent acts, errors or omissions, breach of contract or breach of any other legal duty shall be limited in the aggregate to \$50,000, or the total fee paid to SEI for the Services, whichever is greater. If Client prefers to have higher limits of liability, SEI agrees to increase the aggregate limit of liability applicable to the Services to a maximum of \$1,000,000 upon Client's written request at or prior to the commencement of the Services, provided Client pays an additional consideration to SEI equal to five percent (5%) of the total fee for the Services, or \$600, whichever is greater. The additional charge for the higher limitation of liability is because of the greater risk assumed by SEI and is not a charge for additional professional liability insurance. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any liability arising or resulting from liabilities in excess of the applicable aggregate limit of liability of SEI and SEI's Consultants for the Services.

8. SITE OBSERVATIONS AND SOIL CONDITIONS. SEI shall have access to the Project site and to all areas where the Work is performed or located. Client shall procure all permits, licenses, rights-of-entry and access for SEI to enter upon and to perform Services at any public or private property required for SEI to perform the Services.

By virtue of entering into this Agreement or providing the Services, SEI does not assume control of or responsibility for the Project site or the persons at the Project site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the Project site that may present a potential danger to public health, safety or the environment.

Unless SEI provides a soils report or conducts soils testing as Services under the Proposal/Agreement, SEI makes no representations concerning soils conditions and is not responsible

for any claims, damages, liabilities, losses or expenses that may arise out of the making or failure to make soils investigations or reports, or soils testing.

If a Contractor is involved in the Project, Client agrees that Contractor will be solely and completely responsible for the conditions at all locations where the Work is performed, including the safety of all persons and property during performance of the Work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that SEI will not be responsible for job or site safety on the Project.

Client acknowledges and agrees that SEI is not responsible for the performance of the Work by third parties, including, but not limited to, the Contractor and the Contractor's subcontractors, sub-subcontractors of any tier and suppliers. Client further agrees to indemnify, defend and hold harmless SEI and SEI's Consultants, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon the operations of such third parties in the performance of the Work unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the sole negligence or other fault of SEI and/or SEI's Consultants.

9. RELIANCE ON CLIENT FURNISHED INFORMATION. SEI and SEI's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by Client and Client's consultants, agents and representatives, and SEI and SEI's Consultants shall have no duty to investigate the accuracy or completeness of such services or information.

10. UNKNOWN CONDITIONS. Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risk to SEI and/or SEI's Consultants, or their employees or agents, in the performance of the Services not known to SEI when the Proposal/Agreement was entered ("Unknown Conditions"). If Unknown Conditions are encountered, SEI shall notify Client of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and SEI shall consult with Client regarding possible actions, including:

- a) Suspend the Services and/or the Work until the Unknown Conditions are further studied by Client and the additional risks imposed by the Unknown Conditions are eliminated by Client or are reduced by Client to levels acceptable to both SEI and Client;
- b) Complete the Services in accordance with the scope of Services described in the Proposal/Agreement, if to do so is agreed by both SEI and Client to be practical;
- c) Agree to a change in the Services; or
- d) Agree to a termination of the Proposal/Agreement for Client's convenience.

11. HAZARDOUS MATERIALS. Client agrees to give written disclosure to SEI prior to the execution of the Proposal/Agreement of any hazardous material or toxic substances existing in, on or near the Project site known to Client that may present a potential for harm to human health, the environment or equipment. Unless otherwise included in the Services, SEI and SEI's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project site by SEI or SEI's Consultants.

In the event SEI or any other person or entity encounters hazardous

materials or toxic substances at the Project site, or should it become known that such materials or substances are present at the Project site or its adjacent areas that may affect the performance of SEI's Services, SEI may, at its option, and without liability for consequential or other damages, suspend performance of the Services until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any hazardous materials or toxic substances in any form at the Project site, including claims, damages, costs and expenses caused by the negligence or fault of the persons or entities being indemnified, unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the hazardous materials or toxic substances brought to the Project site by SEI or SEI's Consultants.

12. INDEMNITY. To the fullest extent permitted by law, Client agrees to indemnify and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss caused by any negligent act, error or omission or intentionally wrongful conduct of Client or Client's consultants or their employees or agents.

13. INSTRUMENTS OF SERVICE. Drawings, specifications, reports and other documents, including those in electronic form, prepared by SEI and SEI's Consultants for the Project are Instruments of Service for use solely with respect to the Project. SEI and SEI's Consultants shall be deemed the authors and Clients of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. SEI grants to Client a nonexclusive license to reproduce SEI's Instruments of Service solely for the purpose of constructing, using and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment to SEI of all consideration when due under the Proposal/Agreement. Except for the license granted in this Paragraph 13, no other license or right shall be deemed granted or implied under the Proposal/Agreement.

Client shall not use the Instruments of Service for future additions or alterations of the Project or for other projects, unless Client obtains the prior written agreement of SEI and SEI's Consultants. Any unauthorized use or modification of the Instruments of Service shall be at Client's sole risk and without liability to SEI or SEI's Consultants.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by Client or any person or entity that obtain the Instruments of Service from or through Client or Client's agents or representatives.

14. OPINIONS OF COST. If the Services include the evaluation of Client's budgets for construction costs or include providing SEI's opinions of probable construction costs, Client understands that SEI has no control over regional economies, availability of materials or labor or the competitive climate existing at the time of bidding

or negotiation, over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of Client's budgets and/or opinions of probable construction costs provided by SEI are SEI's professional judgment as a design professional familiar with the construction industry. SEI makes no warranty, expressed or implied, as to the accuracy of such opinions or evaluations as compared to bids or negotiated prices or actual construction costs, and SEI does not represent or warrant that bids or negotiated prices or actual construction costs will not vary from Client's budget for the Project or from opinions of probable construction costs or from evaluations of Client's budgets prepared or agreed to by SEI.

15. PROVIDING EVIDENCE. If SEI or an employee of SEI is requested by Client or is compelled by subpoena or other legal process by Client or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which SEI is not a party, Client agrees to compensate SEI on the basis of hourly rates and Reimbursable Expenses according to SEI's Rate Schedule then in effect for the time and expenses reasonably incurred by SEI in providing such evidence, provided that SEI is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence.

16. SEVERABILITY. In the event that any provision of these Terms and Conditions is found to be unenforceable, the other provisions shall remain in full force and effect.

17. SURVIVAL. All obligations arising prior to the termination of the Proposal/Agreement and all provisions of these Terms and Conditions allocating responsibility or liability between Client and SEI shall survive the completion of the Services and the termination of the Proposal/Agreement, and Paragraphs 5, 6, 7, 9, 11, 12, 13, and 15 shall survive the completion of the Services and the termination of the Proposal/Agreement.

18. INTEGRATION. The Proposal/Agreement and these Terms and Conditions incorporated therein constitute the entire agreement between the Parties and cannot be changed except by written instrument signed by both Parties.

19. GOVERNING LAW. The Proposal/Agreement and these Terms and Conditions incorporated therein shall be governed in all respects by the laws of the state in which the Project is located.

20. THIRD PARTY FEES. SEI shall pay the fees and costs specifically required by the Proposal/Agreement and these incorporated Terms and Conditions. Unless specifically required by the Proposal/Agreement, SEI shall not be required to pay the fees and costs of the checking and/or inspection of the Instruments of Service and/or the Work by persons or entities other than SEI or SEI's Consultants, zoning and annexation application fees, assessment fees, soils SEIling fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title insurance charges, costs of reproductions of the Instruments of Service or other documents, and other charges not specifically

required to be paid by SEI by the Proposal/Agreement.

21. THIRD PARTY BENEFICIARIES. Nothing contained in the Proposal/Agreement and these incorporated Terms and Conditions shall create a contractual relationship with or a cause of action in favor of a third party against either Client or SEI. SEI's Services under the Proposal/Agreement are being performed solely for Client's benefit, and no other person or entity shall have any claim against SEI arising under the Proposal/Agreement or arising from the performance or non-performance of the Services.

22. EMPLOYMENT FEES. In the event Client hires directly any employee of SEI within one (1) year after final payment is due to SEI for the Services, Client agrees to reimburse SEI a monetary amount equal to six (6) months' wages for the employee so hired by Client as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

23. ASSIGNMENTS. Neither Client nor SEI shall assign the Proposal/Agreement or any right, interest or claim for damages arising under the Proposal/Agreement without the written consent of the other, except that Client may make a conditional collateral assignment of the Proposal/Agreement to an institutional lender providing financing for the Project, conditioned on Client's default in its obligations to such lender regarding the financing for the Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume Client's rights and obligations under the Proposal/Agreement. If SEI's Services are affected or delayed by Client's default or the assignment of the Proposal/Agreement to the lender, SEI's fees for the remaining Services of the Project and the time schedules for performance of the remaining Services of the Project shall be equitably adjusted.

24. CONSEQUENTIAL DAMAGES WAIVER. SEI and Client mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of or relating to the Proposal/Agreement or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either Parties' termination of the Proposal/Agreement or suspension of the Services.

25. DISPUTE RESOLUTION. All claims, counterclaims, disputes and other matters in question between Client and SEI arising out of or relating to the Proposal/Agreement or these incorporated Terms and Conditions, or the breach of the Proposal/Agreement or these incorporated Terms and Conditions, or the Services performed pursuant thereto, shall be decided in such dispute resolution proceedings as Client and SEI shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the Project is located.

SUNRISE ENGINEERING
FEE SCHEDULE - EXHIBIT B

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	\$105	403	CAD Drafter/Designer III	\$109
102	Engineer Intern (E.I.T.) II	\$112	404	CAD Drafter/Designer IV	\$120
103	Engineer Intern (E.I.T.) III	\$124	500	Funding Specialist	\$145
104	Engineer III	\$142	510	Plan Reviewer	\$129
105	Engineer IV	\$165	601	GIS Tech	\$79
106	Engineer V	\$185	602	GIS Tech II	\$90
107	Senior Engineer	\$205	611	GIS Specialist I	\$115
110	Principal Engineer	\$225	613	GIS Analyst	\$135
121	Electrical Engineer Intern (E.I.T.) I	\$129	614	GIS Programmer	\$129
122	Electrical Engineer Intern (E.I.T.) II	\$145	615	GIS Team Leader	\$149
123	Electrical Engineer III	\$165	624	GIS Mapping Technician	\$59
124	Electrical Engineer IV	\$189	625	GIS Mapping Supervisor	\$99
125	Electrical Engineer V	\$215	51	Administrative I	\$50
126	Principal Electrical Engineer	\$230	52	Administrative II	\$65
301	Engineering Tech I	\$89	53	Administrative III	\$80
302	Engineering Tech II	\$105	96	Public Information Manager	\$130
303	Engineering Tech III	\$119	701	Planner I	\$95
304	Engineering Tech IV	\$149	702	Planner II	\$110
311	Electrical Tech I	\$100	703	Planner III	\$125
312	Electrical Tech II	\$115	704	Planner IV	\$140
313	Electrical Tech III	\$135	705	Planner V	\$155
314	Electrical Tech IV	\$149	712	Project Manager II	\$195
315	Electrical Tech V	\$165	723	Water Rights Specialist III	\$145
351	Construction Observer I	\$79	921	Survey Tech	\$89
352	Construction Observer II	\$95	930	Survey CAD Tech	\$139
353	Construction Observer III	\$109	935	One Man Survey Crew	\$165
354	Construction Observer IV	\$119	940	Survey Manager	\$175
401	CAD Drafter I	\$79	945	Registered Surveyor	\$189
402	CAD Drafter II	\$89	950	Principal Surveyor	\$209

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$60 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$50 per day	N/A
High Density Scanner	\$175 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions.

Base 01-2023

SECTION 1: AMENDMENT “Travel Policy” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

A M E N D M E N T

Travel Policy

TRAVEL POLICY

- A. All travel outside of the Apple Valley limits during District~~Apple Valley~~ work hours shall be authorized by the Town Administrator or Board Chairman. A log of all such travel exceeding a thirty (30) mile radius of Apple Valley shall be kept. This log shall include the reason for the trip, the time the employee departed, and the time the employee returned, and vehicle used.
- B. Travel for legitimate Apple Valley purposes in District~~Apple Valley~~ vehicles may be authorized when the use of the vehicle does not detract from the operational needs of the District~~Apple Valley~~. Overnight use of District~~Apple Valley~~ vehicles for travel purposes shall be authorized by the Town-Administrator or Board Chairman.
- C. If travel is outside the range of service of the District~~Apple Valley~~’s repair shop, travel costs in conjunction with the use of District~~Apple Valley~~ vehicles shall be paid by the employee with receipts being kept for reimbursements.
- D. All hotels or other sleeping accommodations and airplane or other travel accommodations shall be arranged in advance for overnight trips and paid in advance of the trip. If such payment in advance is not possible, the District~~Apple Valley~~ shall reimburse to the employee the cash amount of the cost of such sleeping and travel accommodations after receiving the appropriate receipts to verify that the employee has expended their own money for such purposes. Failure to produce a receipt in such circumstances will necessitate the withholding of reimbursement. Receipts for hotel accommodations shall be turned into the District~~Apple Valley~~ by the employee as a verification of attendance no matter what the form of payment.
- E. Use of an employee’s personal vehicle may be authorized when circumstances warrant. The employee shall keep track of the mileage associated with the approved travel and submit a request for reimbursement to the Town-Administrator or Board Chairman based upon this record. The mileage rate will be consistent with the established rate used for Internal Revenue Service travel deductions (~~currently fifty five (55) cents per mile~~).
- F. All registration fees, etc., will be paid in advance by check. If this is not possible, the employee will be reimbursed for their own expenditure for registration fees, etc. after presentation of a valid receipt in conjunction with previously authorized travel.
- G. The amount of ~~fifty-nine~~~~twenty~~ eight dollars (\$59~~28~~.00) shall be granted as the maximum daily per diem allowance for District~~Apple Valley~~ employees engaged in travel on the District~~Apple Valley~~’s behalf. No per diem shall be authorized for spouses of employees or others traveling with the employee at their own expense

(Please note: the ~~Town~~ Administrator or Board Chairman, however, may authorize the cost of a double rather than a single hotel room to accommodate the travel of a spouse with an employee). Receipts shall not be required for per diem advancements or compensation unless the employee requests reimbursement above the authorized amount.

H. Travel that requires less than a full day shall be compensated by the following specific per diem allowances:

1. Breakfast: ~~Fifteen~~Six dollars (\$~~15~~6.00) maximum, when departing before 7:00 a.m.
2. Lunch: ~~Twenty~~Eight dollars (\$~~20~~8.00) maximum.
3. Dinner: ~~Twenty-Four~~Fourteen dollars (\$~~24~~14.00) maximum, when returning after 7:00 p.m.
4. These amounts may be either an advance, after submission and approval of travel request, or reimbursed after presentation of receipts.

SECTION 2: AMENDMENT “Introduction” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

A M E N D M E N T

Introduction

WELCOME Welcome to the Big Plains Water ~~and Sewer~~ Special Service District. To answer some of the questions you may have concerning the District and its policies in relation to employment, we have prepared this handbook. Please read it thoroughly and retain it for future reference. **THIS HANDBOOK IS PROVIDED FOR GENERAL GUIDANCE ONLY. THE POLICIES AND PROCEDURES EXPRESSED IN THIS BOOK, AS WELL AS THOSE IN ANY OTHER PERSONNEL MATERIALS WHICH MAY BE ISSUED FROM TIME TO TIME, DO NOT CREATE A BINDING CONTRACT. THE DISTRICT DISCLAIMS ANY CONSTRUCTION OF THIS HANDBOOK AS, OR IMPLICATION OF, AN EMPLOYMENT CONTRACT.** This handbook should not be construed to limit the District's right to discharge employees or to create any other obligation or liability on the District. The District reserves the right to unilaterally change or make exceptions to the policies and procedures stated in the handbook at any time for any reason. No supervisor, manager, or representative of the District other than the Chairman has the authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing. Any actual employment agreement must be in writing and signed by the Chairman. We have avoided the use of specific gender pronouns wherever possible. However, where such avoidance would lead to awkward sentences, we have used the masculine pronoun. This use should be considered to refer to both genders. The word "employee" may be interchangeable with "volunteers" or "board members". We wish you success in your position and hope that your employment relationship with the District will be a rewarding experience.

MISSION STATEMENT AND VALUES
"To provide safe and clean drinking water to the District residents as well as fire protection that meets State standards" District employees make up a team committed to the mission of the District enhanced with objectives like the following:

Integrity: We are committed to having the courage to do the right thing. We nurture trustworthiness and honesty.

Excellence: We are committed to ensuring high standards of performance, providing quality services in a courteous and timely manner. **Stewardship:** We are committed to the residents within the District boundaries. **Partnership:** We are committed to promoting a spirit of teamwork by strengthening participation and cooperation. **Innovation:** We are committed to finding new and better ways to serve the public.

BIG PLAINS WATER SPECIAL SERVICE DISTRICT

RESOLUTION NO. BPW-R-2023-10

A RESOLUTION AMENDING THE DISTRICT EMPLOYEE HANDBOOK MANUAL

WHEREAS, the Big Plains Water Special Service District ("District") has adopted an employee handbook policy manual; and

WHEREAS, the District Board deems it necessary and appropriate that such Policy Manual be amended; and

WHEREAS, the District deems it necessary to amend the Introduction section and Travel Policy section manual, and;

WHEREAS, at a meeting of the District, duly called, noticed and held on the 10th day of August 2023, and upon motion duly made and seconded:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the District that the District Employee Handbook Manual is hereby amended to reflect the changes attached hereto.

PASSED this 10th day of August 2023.

BIG PLAINS WATER SPECIAL SERVICE DISTRICT

Chairman Barratt Nielson

ATTEST:

Jenna Vizcardo, Recorder

	AYE	NAY	ABSENT	ABSTAIN
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Chairman Barratt Nielson	<hr/>	<hr/>	<hr/>	<hr/>
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Board Member Frank Lindhardt	<hr/>	<hr/>	<hr/>	<hr/>
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Board Member Harold Merritt	<hr/>	<hr/>	<hr/>	<hr/>
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Board Member Ross Gregerson	<hr/>	<hr/>	<hr/>	<hr/>
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Board Member Andy McGinnis	<hr/>	<hr/>	<hr/>	<hr/>
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SECTION 1: AMENDMENT “1.02.010 New Connections For Water Service” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

A M E N D M E N T

1.02.010 New Connections For Water Service

- A. Applicants desiring a connection for property located within the District shall notify the District requesting that the District provide the required retail water service. New connections may be installed prior to an approved culinary use. However, it will be locked and unusable until such time a building permit has been issued by the Town of Apple Valley. As an exception, water meters may be installed for agricultural use only. It may not be connected to any structure or be used as culinary water. Any unauthorized use will be subject to lockout. The installation will require the impact fee, connection fee and if applicable (depending on whether the District owns sufficient municipal water rights to supply the proposed development and existing customer) an appropriate municipal category water right provided by applicant by conveyance ~~provided by applicant by conveyancee~~. If the agricultural connection is changed to culinary use and the property is under new ownership, the connection will be subject to the impact fee less any standby credits. The District will then follow its procedures for obtaining water service. The applicants shall bear the cost of all expenses associated with providing the retail water service. If providing service by the District requires a mainline extension, the applicant will follow the procedures starting with 1.02.040 Procedures for Obtaining Water Services for Development Projects.
- B. Upon approval of the new water connection and payment of required deposit, the applicant shall engage at their own expense a licensed and insured contractor approved by the Water Superintendent for the excavation of the water main. The contractor shall schedule the excavation at a time when the Water Superintendent is available to supervise the excavation. Contractor shall obtain an Encroachment Permit from the Town, if required. Upon excavation of the water main, the Water Superintendent shall then install the service line and required water meter. After the installation of the water meter, the contractor shall then replace excavated materials, and repair the impacted area to the condition prior to excavation. This includes new road base or asphalt as required by Apple Valley Town Standards.
- C. Unless waived by the District for good cause, applicants desiring a connection for property not included within the existing boundaries of the District shall petition to annex their lands into the District before their application will be processed. The petition shall include a legal description of the property and reasonable evidence that the petitioner is the owner of the property to be annexed or is the lawful agent of the owner. In addition, if the property is located within the legal boundaries of an incorporated city, the application shall also comply with the procedure in Section A.
- D. All applicants shall sign a Water Application and Agreement. Such application shall include the location of the desired water service, the name of the applicant, the date of

application, proof of ownership of the property, and the basic terms and conditions with which the applicant shall be required to comply to receive water service. Such terms and conditions shall require the applicant to:

1. Pay the current connection deposit as established by the District's Administrative Control Board~~Board of Trustees~~. After completion of the connection, the District will provide applicant an itemized billing of time and materials for the connection, and shall either refund the unused portion of the deposit or bill the applicant for the balance. Refund of deposit will be mailed within 30 days of completion. If a balance remains, that amount shall be paid within 30 days of completion or the meter is subject to lockout until payment in full is received. Connection certificates issued and agreements providing for connections executed prior to the effective date of these rules and regulations shall be honored.
2. All new applicants shall provide to the District the applicant's social security number and pay to the District a \$100 deposit, which, at the option and request of the applicant, may be credited to the applicant's account after one year, provided that the applicant's account has not been delinquent at any time during the one-year time period. Should the applicant fail to request that the deposit be credited to their account after such time, the District shall retain the deposit until either party terminates service. Upon termination, the District will return the deposit to the applicant, less any amounts still owing to the District. Should an applicant choose not to provide their social security number; the applicant shall pay a \$500 deposit, which will be retained by the District until either party terminates service. Upon termination, the District will return the deposit to the applicant, less any amounts still owing to the District. Existing customers shall not be required to provide the District with their social security number, unless their accounts have ever been delinquent for more than ninety (90) days.
3. ~~Convey to the District, in a form or manner approved by the District, an existing water right in a quantity sufficient to allow the District to meet the use applied for by the applicant~~
Depending on whether the District owns sufficient municipal water rights to supply the proposed development and existing customers, one (1) acre foot of municipal category water rights must be bought-in according to the District's most recently adopted Culinary Water Master Plan at the established rate per connection or deeded to the District in lieu of the buy-in. Conveyance to the District, must be in a form or manner approved by the District, an existing water right in a quantity sufficient to allow the District to meet the use applied for by the applicant. For a single-family residential connection with outside irrigation not exceeding one acre, the quantity of water right to be conveyed is 1.0-acre foot. The requirement for other applications, such as commercial or larger acreage, shall be determined on a case-by-case basis. The conveyance to the District and the District's obligation to service the applicant is conditioned upon approval by the State Engineer of a change application filed by the District to change the nature and place of use and the point of diversion of the conveyed water right

to that consistent with the requested service. Any reduction by the State Engineer in the quantity of water approved as a result of change of nature of use or forfeiture shall be the responsibility of the applicant.

4. Pay for all sums of water usage and service charges at the rates lawfully set from time to time by the District's Administrative Control Board~~Board of Trustees~~. The District shall impose a five percent (5%) finance charge, applied monthly to all delinquent accounts.
5. Abide and obey all rules and regulations then in effect and thereafter adopted by the District.
6. Pay all water and service charges by the last day of the month the statement is prepared. Failure to pay said charges within 30 days of statement date will result in the account being declared delinquent and the water service terminated upon proper notice. Water service shall be restored upon payment of all delinquent amounts plus a reasonable service restoration charge.
7. Pay any interest, collection charge, and restoration fee set forth in these rules and regulations.
8. Pay all costs, including attorney's fees, incurred by the District through its efforts to collect any delinquency or to enforce these rules and regulations.
9. Acknowledge that the service connection and all of its parts and materials from the water main to the point of connection to the line stubbed from the building, said point of connection being immediately downstream of the meter box, shall be the property of the District.
10. Acknowledge that the District reserves the right at any time, without notice, to shut off or curtail water service, in the event of a water scarcity, to facilitate repairing or maintenance of the District's water system, or to protect the District's water system and supply from contamination which could endanger the public health.
11. Identify a relative by name and address, not living with the applicant.
12. Notify the District of any cross-connection, backflow incident, or other condition within the customer's system which may put the District's system and/or water supply at risk for contamination. Notification must occur as soon as possible, but no later than 24 hours upon learning about such conditions.
13. Acknowledge that the customer shall be responsible for installing and maintaining a thermal expansion chamber and a pressure reducing valve on the cold water line feeding the customer's water heater, and that any damage which may occur as a result of a missing or faulty thermal expansion chamber or pressure reducing valve shall be the responsibility of the customer. Neither the chamber nor the valve shall be removed except to necessitate a replacement or repair.

E. The District shall maintain a list of customers with unpaid water bills. Applications for water service from previous customers with unpaid balances shall not be processed until the unpaid balances together with interest are paid.

F. Upon proper execution of the annexation petition, if applicable, signing of the Water Application and Agreement, payment of the current connection fee, buy-in or conveyance of the required water rights, plus any other charges or fees that are

determined to be due and the District's determination that water and facilities are available for service at such location, the applicant shall be accepted as a retail customer of the District.

SECTION 2: AMENDMENT “1.02.040 Procedures For Obtaining Water Service For Development Projects” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

A M E N D M E N T

1.02.040 Procedures For Obtaining Water Service For Development Projects

A. Prior to zone change or preliminary plat:

1. The Developer will meet with the Water Superintendent to discuss available services. If none are available, options to obtain services will be discussed. The Developer is expected to review and be familiar with the District's most recently adopted Culinary Water Master Plan. ~~The Developer must provide proof of ownership of municipal category water rights sufficient for the project, prior to the issuance of a preliminary will serve letter.~~ A preliminary will serve letter will outline requirements needed to hookup to the District system and any and all water infrastructure needed to be supplied by the developer to serve the project. The applicant assumes the entire risk of water availability for the project, subdivision, or development.
2. A will serve letter will only be issued along with an application for a building permit if water services are available.
3. A letter with results will be given to the Developer to provide to the Town of Apple Valley Planning and Zoning Board.
4. An Acknowledgement of Water Form (Appendix B) must be signed and submitted with the preliminary plat application with the Town of Apple Valley. Said acknowledgement ~~form~~ form outlines that the District does not guarantee that water will be available for the project, subdivision or development when applied for.
5. No District officer or employee is authorized to issue a will serve letter. The preliminary and final will serve letters must be provided and signed by the District Engineer, along with the District Chairman's signature. Any letter issued in conflict of this section shall be null and void.

B. Following approval of the preliminary plat:

1. The Developer's engineer will provide proposed construction plans as per District Design Standards to the Apple Valley Joint Utilities Commission (JUC) committee, and to a District representative.
2. The District Engineer will then review, redline and return plans at the new JUC meeting to the Developers. The Developer's engineer will make the requested corrections on the Master set of construction plans.

3. The Developer will provide a set of the final completed master construction plans for a final review by the District Engineer or District Staff.
4. If plans are approved, the District representative will sign-off on the master set of construction plans.
5. ~~Developer will deed the municipal category water rights over to the District, according to the will serve letter received, at the time of recording the final plat. If the project is to be completed in phases, at the option of the District, water rights may be deeded according to each phase as it is approved.~~

C. A Pre-Construction meeting will then be held by the Apple Valley Public Works Consultant. Contractor shall provide a copy of his Utah State License, evidence of the Contractor's insurance and proof of bonding, if required. The required amount of the bond shall be determined by the District Engineer or Inspector based on the scope and exposure of the project. The Contractor may then start construction and arrange all required inspections with the District Inspector as construction proceeds and finishes.

1. Upon completion of the work, the Contractor shall provide the District with as-built plans, both in print and in electronic format, and proof of all soils testing that was completed during construction.
2. Upon completion, the Developer is to provide a one (1) year warranty bond of 10% of the construction cost, or pay the bond amount to the District. The bond amount will then be released back to the Developer after the one-year warranty period is over and any needed warranty repairs have been made.
3. The District transmits one executed copy of the Water Extension Agreement to the Developer and one copy to the District Engineer. All District engineering review fees and all inspection fees are to be paid by the Developer.

SECTION 3: AMENDMENT “01.20.010 Residential” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

A M E N D M E N T

01.20.010 Residential

Residential Standby Fee: \$49/month

Residential Base Fee: \$49/month

Residential Usage Fees:

Gallons Used	Charge/1,000 Gal	Total
0-base/standby		\$49.00
0-5,000	\$1.50	Calculated based on usage
5,001-12,000	\$1.75	Calculated based on usage
12,001-25,000	\$2.00	Calculated based on usage
25,001-35,000	\$2.25	Calculated based on usage
35,001-45,000	\$2.50	Calculated based on usage
45,001+	\$2.75	Calculated based on usage

Residential Impact Fee (3/4 in Connection): \$12,000

Connection Fee Deposit by Meter Size:

3/4-inch Connection Fee: \$1,600

1-inch Connection Fee: \$1,900

1.5-inch Connection Fee: \$2,900

2-inch or Larger Connection Fee: Quoted Upon Request

Actual cost of the connection depending on the size of meter required.

Depending on whether the District owns sufficient municipal water rights to supply the proposed development and existing customers, one (1) acre foot of municipal category water rights must be bought-in according to the District's most recently adopted Culinary Water Master Plan currently at \$6,000 per connection, or deeded to the District in lieu of the buy-in.

SECTION 4: AMENDMENT “01.20.020 Commercial” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

A M E N D M E N T

01.20.020 Commercial

Commercial 1-inch meter base/standby rate:

Commercial 1.5-inch meter base/standby rate:

Commercial 2-inch meter base/standby rate:

Commercial 3-inch meter base/standby rate:

Commercial 4-inch meter base/standby rate:

Commercial Usage Fees: \$1.50 per 1,000 Gallons

Commercial Impact Fee: (Based on connection diameter-see table below. Depending on whether the District owns sufficient municipal water rights to supply the proposed development and existing customers, appropriate acre feet of water of municipal category water rights must be bought-in according to the District's most recently adopted Culinary Water Master Plan currently at \$6,000 per connection or deeded to the District in lieu of the buy-in.)

Connection Diameter (in)	ERC's	Impact Fee Amount
3/4	1	\$12,000
1	3	\$15,000
1.5	5	\$21,000
2	8	\$27,000
3	10	\$39,000

Commercial Retail Connection Fee: Actual cost of the connection depending on the size of meter required.

SECTION 5: ADOPTION “01.18.000 Critical Infrastructure Records Policy” of the Apple Valley Water & Sewer District is hereby *added* as follows:

ADOPTION

01.18.000 Critical Infrastructure Records Policy(*Added*)

A. Purpose: This Policy shall be known as the Big Plains Water Special Service District ("District") Critical Infrastructure Records Policy or the "Policy", the purpose of which is to protect water Critical Infrastructure information and records from disclosure and to ensure that any release of said information and records is limited to project-specific data necessitated by a defined development need or governmental purpose.

B. Background:

1. **Federal Law:** The United States Congress adopted the America's Water Infrastructure Act of 2018 ("AWIA") (Pub. L. No. 115-270), which requires community drinking water systems to conduct a risk and resilience assessment ("RRA") and prepare or revise an emergency response plan ("ERP"). A drinking water system must certify to the U.S. Environmental Protection Agency ("EPA") that the RRA and ERP have been completed every five years. The AWIA protects any information submitted to the EPA from public disclosure (Pub. L. No. 115-270, Section 2013(b)). The drinking water system is only required to submit the certification to the EPA, and not the actual RRA and ERP, and thus the public disclosure of the RRA and ERP is subject to state law.

2. **State Law:** The Government Records Access and Management Act provides that the District's records regarding security measures designed for the protection of persons or property, including building and public works designs relating to ongoing security measures, are not subject to public disclosure (Utah Code Ann. (UCA) Section 63G-2-106); protects records if disclosure "would jeopardize the security of governmental property, governmental programs, or governmental recordkeeping systems from damage, theft, or other appropriation or use contrary to law or public policy" (UCA Section 63G-2-305(12)); and protects the following drinking water system records: "(a) an engineering or architectural drawing of the drinking water facility; and (b) except as provided in Section 63G-2-106, a record detailing tools or processes the drinking water facility uses to secure, or prohibit access to, the records described in Subsection (84)(a)" (UCA Section 63G-2-305(84)). In

2022, the Utah Legislature adopted S.B. 254, Government Records Access Revisions, which protects from disclosure certain water critical infrastructure records.

3. **District Funding:** To clarify what District records are protected under GRAMA Section 63G-2-305(12) and (84), the District finds, and for purposes of this Critical Infrastructure Records Policy defines, the following records to be "protected": All engineering and architectural drawings of the District's entire system(s) (including collection, treatment and distribution facilities, as applicable), and all supporting and related documentation such as studies, diagrams, maps, construction renderings, GIS data, work orders, and similar materials, whether in paper, electronic or other format.

C. **Definitions:** For purposes of this Critical Infrastructure Records Policy the following words will have the following meanings:

1. **"Critical Infrastructure"** has the same meaning as in Section 1016(e) of the Patriot Act of 2001 (42 U.S.C. Section 5195c(e)): "systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters". Pursuant to Presidential Directive 21, water systems are defined as "Critical Infrastructure".
2. **"Drinking water facilities" or "water facilities"** means the entirety of the District's collection, treatment and distribution system(s), as applicable.
3. **"Government Records Access and Management Act" or "GRAMA"** means Utah Code Ann. Title 63G, Chapter 2.
4. **"Protected" or "Protected Record"** has the meaning set forth in Utah Code Ann. Section 63G-2-103(20): " record that is classified [as] protected as provided by Section 63G-2-305."

D. **Exempt Records:** Pursuant to Section 63G-2-106 of GRAMA, the following records are exempt from and are not subject to the disclosure requirements set forth in GRAMA, and it is the policy of the District that these records shall not be disclosed pursuant to any GRAMA request or other type of records request, except to the extent otherwise required by state or federal law:

1. **Security measures and plans**, including a plan to prepare for or mitigate terrorist activity, or for emergency and disaster response and recovery. This shall include, but is not limited to, the District's RRA and ERP, as applicable, prepared pursuant to the AWIA. The District's RRA and/or ERP shall include any and all GIS data of the District's Critical Infrastructure systems.
2. **Risk Assessment or Security Audit** results, or data collected from any risk assessment or security audit performed by the District. This collected data includes any and all GIS data of the District's Critical Infrastructure systems.
3. **System and facility data** that may disclose points of access to, or vulnerabilities of, the District's collection, treatment and distribution systems, including any and all GIS data, as applicable.

E. **Protected Records:** Pursuant to Section 63G-2-305(84) of GRAMA, the following records are Protected and are subject to disclosure only to the extent authorized in

GRAMA:

1. **Records, the disclosure of which would jeopardize the security of governmental property, programs or recordkeeping systems from damage, theft or other appropriation or use contrary to law or public policy. Said records, if not exempt under Subsection D of this Critical Infrastructure Records Policy, include system and facility data that may disclose points of access to, or vulnerabilities of, the District's treatment and culinary water distribution systems, including GIS data, as applicable.**
2. **Engineering or architectural drawings of the District's drinking water facilities, as applicable.**
3. **Records detailing tools or processes the District uses to secure, or prohibit access to, the records described in Sections B.2 and D.2 of this Policy, except to the extent those records fall within the categories of records described as exempt from disclosure under Section D of this Policy.**

F. Public Records: Pursuant to Section 63G-2-106(3) of GRAMA, any certification that the District has conducted a risk and resilience assessment under 42 U.S.C. Section 300i-2 is a public record. However, the resulting RRA or ERP, including any supporting data, drawings, summaries, GIS data or information, and other related material, shall not be considered a public record and shall be exempt from disclosure under GRAMA.

G. Policy of Strict Application: It is the intent of the District that this Critical Infrastructure Records Policy be applied strictly to prohibit disclosure of Critical Infrastructure Records and data to the greatest extent allowed under the law and this Critical Infrastructure Records Policy. Due to security sensitive nature of the District's Critical Infrastructure, any balancing test set forth in the law shall be weighed more heavily in favor of privacy protection and non-disclosure rather than disclosure. To the extent that the District's Critical Infrastructure GIS data is included within the District's RRA, ERP or any other risk assessment or security audit described in this Critical Infrastructure Records Policy, the District's intent and policy is to keep dissemination of such GIS and related data as restricted as allowed under the law. In its consideration of records requests for the material described herein as exempt or protected, before releasing any such record the District shall require that a requester demonstrate a project specific or other legally justified need for the record. By way of example, the District will release limited project-specific records and data only to owners or developers of property to be served by District facilities, to Blue Stakes utilities and agencies, or to government agencies that have a lawful need for the requested data.

H. Subsequent Modifications/Higher Law:

1. **Critical Infrastructure Records Policy Not Exhaustive:** The governing body of the District reserves the right to add to, delete from, or change this Critical Infrastructure Records Policy at any time. Each GRAMA request or other request for a record shall be considered on a case-by-case basis, taking into consideration this Critical Infrastructure Records Policy, as well as state and federal laws.
2. **Higher Law to Control:** In the event of any conflict between the Critical infrastructure Records Policy and any applicable federal or state law, rule, or

regulation, the federal or state law, rule, or regulation, including amendments and modifications thereto, shall control to the extent of such inconsistency.

SECTION 6: AMENDMENT “01.20.040 Cost Of Services” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

AMENDMENT

01.20.040 Cost Of Services

COST OF SERVICES

- Application Processing Fee \$125
- Well Permit Fee \$250
- Engineering Actual Cost
- Inspections \$60/Hour
- Will Serve Letters \$80.00~~75~~ Initial Fee (1/2hour), \$75.50 for Additional Half Hours
- Call-Outs \$60 First Hour Minimum / \$80 Additional Hours
- Equipment Actual Cost
- Late Notice Fee \$5
- Service Restoration Fee \$50
- Interest Charges 5%/Month

BIG PLAINS WATER SPECIAL SERVICE DISTRICT

RESOLUTION NO. BPW-R-2023-11

A RESOLUTION AMENDING SEVERAL SECTIONS OF THE POLICY AND PROCEDURES MANUAL

WHEREAS, the Big Plains Water Special Service District ("District") has adopted a policy and procedures manual; and

WHEREAS, the District Board deems it necessary and appropriate that such Policy and Procedures Manual be amended due to the adoption of a new Culinary Water Master Plan and to include a new policy; and

WHEREAS, the District deems it necessary to amend several sections of the Policy and Procedures manual, and adopt a new policy and;

WHEREAS, at a meeting of the District, duly called, noticed and held on the 10th day of August 2023, and upon motion duly made and seconded:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the District that the Policy and Procedures Manual is hereby amended to reflect the changes attached hereto.

PASSED this 10th day of August 2023.

BIG PLAINS WATER SPECIAL SERVICE DISTRICT

Chairman Barratt Nielson

ATTEST:

Jenna Vizcardo, Recorder

AYE	NAY	ABSENT	ABSTAIN
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Chairman Barratt Nielson	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>
Board Member Frank Lindhardt	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>
Board Member Harold Merritt	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>
Board Member Ross Gregerson	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>
Board Member Andy McGinnis	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>	<hr style="width: 20%; border: 0; border-top: 1px solid black; margin-bottom: 2px;"/>



August 3, 2023

Board and Management
of Big Plains Water & Sewer SSD
Town of Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737

The following represents our understanding of the services we will provide Big Plains Water & Sewer SSD.

You have requested that we audit the business-type activities, each major fund, and the aggregate remaining fund information of Big Plains Water & Sewer SSD, as of June 30, 2023, and for the year then ended and the related notes, which collectively comprise Big Plains Water & Sewer SSD's basic financial statement. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI) such as management's discussion and analysis and budgetary comparison be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- 1) Bond Disclosures

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Big Plains Water & Sewer SSD's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Big Plains Water & Sewer SSD's compliance with the provisions of

applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information;

and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of Big Plains Water & Sewer SSD's basic financial statements. Our report will be addressed to Board and Management of Big Plains Water & Sewer SSD. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing of internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in approximately November 2023 and to issue our report no later than December 31, 2023.

R. McKay Hall, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising HintonBurdick, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our price estimate for the financial audit, including out-of-pocket costs (such as report reproduction, postage, travel, etc.), will not exceed \$18,500.

The above prices are based on anticipated cooperation from your personnel, timely receipt of information, and the assumption that unexpected circumstances will not be encountered during the audit.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If your personnel are unavailable to provide assistance in a timely manner, if your staff are unavailable during our scheduled fieldwork dates or requested information has not been prepared, it substantially increases the work we have to do to complete the engagement within the established deadlines. The following circumstances will result in additional fees:

- Delivery of the trial balance less than a week before the established fieldwork dates will result in a minimum increase in fees of 10% over our original fee estimate.
- New versions of the trial balance or more than 15 required audit adjustments will result in a minimum increase in fees of 10% over our original fee estimate.
- If the entity is unable to provide requested information before the final day of scheduled fieldwork or a mutually agreed upon date, inconveniences could create additional fees of 10% over our original fee estimate.

Fees requested or required for additional accounting, consultation and non-audit services beyond the above listed circumstances will be billed in addition to the above fees and will be dependent on the level of service provided. If our fees for these additional services will be significantly more than in prior years, we will discuss the situation with you before we proceed.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your



account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to periods for which we are not engaged as auditors.

It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final. Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute each party is giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to Board and Management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;



- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of HintonBurdick, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of HintonBurdick, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report of our firm is available on our website for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

HintonBurdick, PLLC

RESPONSE:

This letter correctly sets forth the understanding of Big Plains Water & Sewer SSD

Management Signature (required):_____

Name and Title:_____

Governance Signature (optional):_____

Name and Title:_____

Fraud Risk Assessment

Continued

*Total Points Earned: 295 /395 *Risk Level:

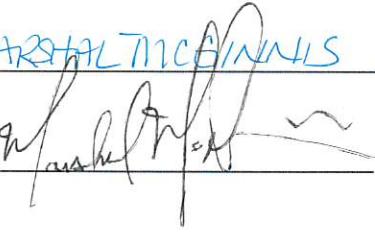
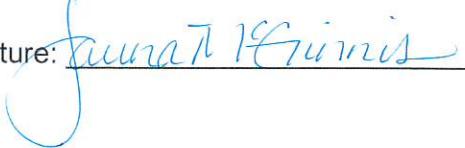
Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	<u>200</u>	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	<u>5</u>	5
b. Procurement?	<u>5</u>	5
c. Ethical behavior?	<u>5</u>	5
d. Reporting fraud and abuse?	<u>5</u>	5
e. Travel?	<u>5</u>	5
f. Credit/Purchasing cards (where applicable)?	<u>5</u>	5
g. Personal use of entity assets?	<u>5</u>	5
h. IT and computer security?	<u>5</u>	5
i. Cash receipting and deposits?	<u>5</u>	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	<u>0</u>	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	<u>10</u>	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	<u>20</u>	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	<u>20</u>	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	<u>0</u>	20
7. Does the entity have or promote a fraud hotline?	<u>0</u>	20
8. Does the entity have a formal internal audit function?	<u>0</u>	20
9. Does the entity have a formal audit committee?	<u>0</u>	20

*Entity Name: BIG PLAINS LUTHER SPECIAL SERVICE DISTRICT

*Completed for Fiscal Year Ending: 2023 *Completion Date: 2/28/2023

*CAO Name: MARSHAL TIGGINIS *CFO Name: JUNIA TIGGINIS

*CAO Signature:  *CFO Signature: 

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

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

* MC = Mitigating Control

Big Plains Water Special Service District
Disbursement Listing
Checking - SBSU Operating - 06/01/2023 to 06/30/2023

Item 8.

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Horrocks Engineers, Inc.	1296	12/15/2022				
Superior Technical Solutions, LLC	STS06022023	06/02/2023	\$98.21	06/07/2023	\$6,600.00	Purchasing
Apple Valley Storage, LLC	AVS06052023	06/05/2023	\$95.00			Purchasing
Amazon Capital Services	1384	06/08/2023	\$416.79			Purchasing
Color Country Auto	1385	06/08/2023	\$1,312.10			Purchasing
McGinnis, Marshal	1386	06/08/2023	\$311.68			Purchasing
Merritt, Harold	1387	06/08/2023	\$187.37			Purchasing
MG Aldred Construction	1388	06/08/2023	\$4,089.00			Purchasing
Pelorus Methods	1389	06/08/2023	\$500.00			Purchasing
Turner, Michael Trevor	1390	06/08/2023	\$109.67			Purchasing
State Bank of Southern Utah	SBSU06092023	06/09/2023	\$178.01			Purchasing
Revco Leasing	1391	06/13/2023	\$151.20			Purchasing
City of St. George	1392	06/13/2023	\$45.00			Purchasing
Interest expense		06/15/2023	\$0.01			JE: 347
USDA Rural Development	USDA06152023	06/15/2023	\$10,539.99			Purchasing
Rocky Mountain Power Company	RMP06202023	06/20/2023	\$1,049.78			Purchasing
ChemTech-Ford Laboratories	1393	06/21/2023	\$1,450.00			Purchasing
Galloway & Company, Inc.	1394	06/21/2023	\$1,685.00			Purchasing
Utah Local Governments Trust	1395	06/21/2023	\$4,197.94			Purchasing
Danny Blake	1396	06/21/2023	\$1,500.00			Purchasing
Amazon	A6272023	06/26/2023	\$759.96			Purchasing
McGinnis, Andy	1397	06/27/2023	\$230.40			Purchasing
Rural Water Association of Utah	1398	06/27/2023	\$450.00			Purchasing
Ruesch & Reeve	1399	06/27/2023	\$4,130.00			Purchasing
Amazon	A06292023	06/29/2023	\$723.79			Purchasing
EioTech club	ETC06292023	06/29/2023	\$1.40			Purchasing
EioTech club	ETC06292023	06/29/2023	\$139.90			Purchasing
			\$34,352.20		\$6,600.00	

Big Plains Water Special Service District
Operational Budget Report
51 Big Plains Water & Sewer SSD - 07/01/2022 to 06/30/2023
100.00% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Percent Used
Income or Expense					
Income From Operations:					
Operating income					
5140 Water Sales	367,516.34	34,783.41	340,409.58	340,000.00	100.12%
5150 Water Standby Fees	42,653.72	2,778.30	36,194.87	36,300.00	99.71%
5310 Connection Fees	5,172.79	0.00	6,630.00	9,000.00	73.67%
5410 Late Penalties and Fees	1,323.18	379.82	3,499.06	3,500.00	99.97%
5490 Other Operating Income	6,133.21	1,277.20	94,163.80	115,000.00	81.88%
Total Operating income	422,799.24	39,218.73	480,897.31	503,800.00	95.45%
Operating expense					
6010 Clerical Contractor Labor	(5,660.08)	0.00	0.00	0.00	0.00%
6011 Town Interlocal Agreement Costs	2,978.25	0.00	9,285.09	25,336.00	36.65%
6013 Water Salaries and Wages	56,247.07	0.00	43,769.99	44,000.00	99.48%
6014 Water Benefits	22,257.16	0.00	19,012.86	19,100.00	99.54%
6021 Public Postings	24.82	0.00	0.00	100.00	0.00%
6023 Travel	323.52	166.37	288.20	800.00	36.03%
6024 Training	0.00	0.00	295.00	700.00	42.14%
6025 Books/Subscriptions/Memberships	2,609.00	141.30	2,903.30	2,800.00	103.69%
6030 Admin Supplies and Expenses	4,351.24	1,568.53	6,951.89	7,000.00	99.31%
6032 Postage	642.07	0.00	8.10	150.00	5.40%
6035 Bank Service Charges	62.68	0.00	25.00	100.00	25.00%
6036 Bad Debt	221.56	0.00	0.00	0.00	0.00%
6040 Professional Service	(17,020.70)	2,241.70	14,940.47	18,000.00	83.00%
6043 Accounting & Audit Fees	19,800.00	0.00	13,200.00	13,200.00	100.00%
6044 Water Testing	7,966.00	1,724.92	11,430.12	13,000.00	87.92%
6045 Legal Fees	3,060.00	4,130.00	19,917.85	19,000.00	104.83%
6050 System Maintenance and Repairs	269.20	5,610.00	16,645.85	17,000.00	97.92%
6051 System Equipment	11,360.69	3,202.71	14,973.85	22,000.00	68.06%
6052 Well Maintenance and Repairs	670.41	0.00	58,997.10	65,000.00	90.76%
6053 Tank Maintenance and Repairs	84.57	8.11	1,259.83	5,000.00	25.20%
6060 Equipment Costs other than Fuel	1,086.74	2,345.09	6,705.16	6,000.00	111.75%
6061 Equipment Fuel	2,671.76	0.00	6,100.45	7,000.00	87.15%
6067 Utilities	22,778.62	1,049.78	19,974.95	24,200.00	82.54%
6070 Insurance	2,890.08	4,197.94	10,699.35	6,600.00	162.11%
6095 Depreciation Expense	135,064.20	12,623.02	138,490.92	145,000.00	95.51%
Total Operating expense	274,738.86	39,009.47	415,875.33	461,086.00	90.19%
Total Income From Operations:	148,060.38	209.26	65,021.98	42,714.00	152.23%
Non-Operating Items:					
Non-operating income					
5510 Grants	0.00	1,408.51	207,973.93	265,000.00	78.48%
5520 Impact Fees	135,976.00	0.00	34,894.09	82,900.00	42.09%
5610 Interest Income	725.72	883.77	8,087.38	7,800.00	103.68%
5690 Sundry Revenue	0.00	0.00	(29.00)	100.00	-29.00%
Total Non-operating income	136,701.72	2,292.28	250,926.40	355,800.00	70.52%
Non-operating expense					
6080 Interest Expense	107,886.68	7,071.62	85,424.80	88,688.00	96.32%
Total Non-operating expense	107,886.68	7,071.62	85,424.80	88,688.00	96.32%
Total Non-Operating Items:	28,815.04	(4,779.34)	165,501.60	267,112.00	61.96%
Total Income or Expense	176,875.42	(4,570.08)	230,523.58	309,826.00	74.40%

Big Plains Water Special Service District**WATER USAGE ANALYSIS**

	COMPARABLE ACCTS		Over/ (Under)	TOTAL SYSTEM		Over/ (Under)
	2023/2022	2022/2021		2023/2022	2022/2021	
JUL 2022	6,117,230	6,451,930	(334,700)	8,059,327	6,572,750	1,486,577
AUG	4,484,140	6,052,550	(1,568,410)	5,337,420	6,073,830	(736,410)
SEP	4,465,090	6,266,750	(1,801,660)	5,540,460	6,304,990	(764,530)
OCT	3,002,500	2,967,370	35,130	3,813,180	2,971,340	841,840
NOV	1,656,380	2,797,940	(1,141,560)	2,327,480	2,900,120	(572,640)
DEC	2,293,220	2,507,480	(214,260)	2,956,200	2,556,930	399,270
JAN 2023	1,543,380	1,671,920	(128,540)	2,406,879	1,675,760	731,119
FEB	1,418,710	1,534,640	(115,930)	1,715,637	1,549,020	166,617
MAR	1,394,930	2,553,470	(1,158,540)	1,599,322	2,590,750	(991,428)
APR	3,974,645	3,419,640	555,005	5,297,632	3,453,490	1,844,142
MAY	5,551,174	5,423,820	127,354	6,129,554	5,533,460	596,094
JUNE	6,252,024	7,173,918	(921,894)	6,566,554	7,778,244	(1,211,690)
TOTAL DECREASE/INCREASE		(6,428,470)				560,415

Comparable Accounts: Had usage in both years

Total System: All usage



**BIG PLAINS WATER SPECIAL SERVICE DISTRICT PUBLIC
HEARING AND MEETING
BOARD OF DIRECTORS, REGULAR MEETING
1777 N Meadowlark Dr, Apple Valley
Wednesday, June 14, 2023 at 6:00 PM**

MINUTES

Chairman | Barratt Nielson

Board Members | Frank Lindhardt | Harold Merritt | Ross Gregerson | Jarry Zaharias |

CALL TO ORDER- Vice Chairman Merritt called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Chairman Barratt Nielson

Board Member Frank Lindhardt

Board Member Harold Merritt

Board Member Ross Gregerson

Board Member Jarry Zaharias

Other Staff Present

Recorder Jenna Vizcardo

Administrator Jauna McGinnis

District Attorney Ben Ruesch

DECLARATION OF CONFLICTS OF INTEREST

None declared.

DISCUSSION AND ACTION

1. Consider Approval of Appointment of District Officers, Resolution-BPW-R-2023-08.

MOTION: Board Member Lindhardt motioned to nominate Barratt Nielson as Chairman of the Board, Harold Merritt as Vice Chairman, and Ross Gregerson as Treasurer.

SECOND: The motion was seconded by Board Member Gregerson.

VOTE: Chairman Nielson called for a Roll Call vote:

Board Member Merritt - Aye

Board Member Gregerson - Aye

Board Member Zaharias - Aye

Board Member Lindhardt- Aye

Chairman Nielson - Aye

The vote was unanimous and the motion carried.



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PUBLIC HEARING | DISCUSSION AND ACTION

2. **Public Hearing:** Adoption of the FY2024 Budget, Amendment of the FY2023 Budget, and Approval of the FY2024 Enterprise Fund Transfer, Resolution-BPW-R-2023-03.

Chairman Nielson opened the public hearing.

No public comments.

Chairman Nielson closed the public hearing.

3. **Discussion and Action:** Adoption of the FY2024 Budget, Amendment of the FY2023 Budget, and Approval of the FY2024 Enterprise Fund Transfer, Resolution-BPW-R-2023-03.

Town Administrator Jauna McGinnis presented an amended budget. The Board Members discussed amongst. Amending the budget next year with the capital projects information was discussed. The revenue part was decreased to reflect accurately. The water standby fees and late penalties were increased. Line 6011 increased in FY2024. Also, the website price was discussed.

MOTION: Board Member Zaharias motioned that we adopt FY2024 Budget, Amendment of the FY2023 Budget, and Approval of the FY2024 Enterprise Fund Transfer, Resolution-BPW-R-2023-03.

SECOND: The motion was seconded by Board Member Lindhardt.

VOTE: Chairman Nielson called for a Roll Call vote:

Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member Zaharias - Aye
 Board Member Lindhardt- Aye
 Chairman Nielson - Aye

The vote was unanimous and the motion carried.

DISCUSSION AND POSSIBLE ACTION

4. Consider Approval of Asset Capitalization Policy, Resolution-BPW-R-07.



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Town Administrator Jauna McGinnis discussed this is to set our capitalization policy. She continued \$5,000 is an acceptable amount by the IRS. Anything that's under \$5,000 would be on expended line and anything over \$5,000 would be on capital outlay and depreciated over time.

It was mentioned by Chairman Nielson that Resolution-BPW-R-07 has a typo and should be "BPW-R-2023-07."

MOTION: Board Member Zaharias motioned that we approve the Asset Capitalization Policy, Resolution-BPW-R-2023-07.

SECOND: The motion was seconded by Board Member Gregerson.

VOTE: Chairman Nielson called for a Roll Call vote:

Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member Zaharias - Aye
 Board Member Lindhardt- Aye
 Chairman Nielson - Aye

The vote was unanimous and the motion carried.

5. UDOT and County Bulk Water Usage.

The Board discussed Apple Valley Main Street road that has been improved throughout Apple Valley by the County. The Board discussed water usage. Washington County was concerned and they had stated that no other municipality charged them. It was mentioned the County receives funds for RAP tax and Class B and C Road Funds.

MOTION: Board Member Merritt motioned that we don't charge UDOT or the County for bulk water at current time.

SECOND: The motion was seconded by Board Member Gregerson.

VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member Zaharias - Aye
 Board Member Lindhardt- Aye
 Chairman Nielson - Aye



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The vote was unanimous and the motion carried.

6. Consider Approval to Remove Andy McGinnis and Add the Newly Elected Chairman to the SBSU Operating Account as a Signer.

MOTION: Board Member Lindhardt motioned that we remove Andy McGinnis and add Barratt Nielson to the SBSU operating account.

SECOND: The motion was seconded by Board Member Zaharias.

VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye
Board Member Gregerson - Aye
Board Member Zaharias - Aye
Board Member Lindhardt- Aye
Chairman Nielson - Aye

The vote was unanimous and the motion carried.

7. Approve the Issuance of a Credit Card to Trevor Turner.

MOTION: Board Member Merritt motioned that we issue a credit card to Trevor Turner.

SECOND: The motion was seconded by Board Member Gregerson.

VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye
Board Member Gregerson - Aye
Board Member Zaharias - Aye
Board Member Lindhardt- Aye
Chairman Nielson - Aye

The vote was unanimous and the motion carried.



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8. May 2023 Water Usage Comparison.

The Board reviewed the May 2023 Water Usage Comparison presented in the agenda packet.

No action taken.

9. Consider Approval of Security Cameras on Well Houses.

MOTION: Board Member Lindhardt motioned that we approve putting security cameras on our wells on a test basis to see how this works and then take it up again at later date at the Cooke and Rock Well.

SECOND: The motion was seconded by Board Member Gregerson.

VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member Zaharias - Aye
 Board Member Lindhardt- Aye
 Chairman Nielson - Aye

The vote was unanimous and the motion carried.

CONSENT AGENDA

10. Disbursement Listing for May 2023.

11. Budget Report for Fiscal Year 2023 through May 2023.

12. Minutes: May 10, 2023.

Board Member Gregerson commented on one correction in the minutes that he is incorrectly named as "Chairman."

MOTION: Board Member Lindhardt motioned that we approve the Disbursement Listing for May 2023, the Budget Report for Fiscal Year 2023 through May 2023, and Minutes from May 10, 2023 with the correction of Ross Gregerson not being Chairman.

SECOND: The motion was seconded by Board Member Gregerson.

VOTE: Chairman Nielson called for a vote:



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Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member Zaharias - Aye
 Board Member Lindhardt- Aye
 Chairman Nielson - Aye

The vote was unanimous and the motion carried.

REQUEST FOR A CLOSED SESSION

MOTION: Board Member Lindhardt motioned to go into a closed session for pending or reasonably imminent litigation.
SECOND: The motion was seconded by Board Member Gregerson.
VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member Zaharias - Aye
 Board Member Lindhardt- Aye
 Chairman Nielson - Aye

The vote was unanimous and the motion carried.

ADJOURNMENT

Chairman Nielson brought the meeting back to order at 7:28 p.m. and called for a motion to adjourn.

MOTION: Board Member Zaharias motioned to adjourn the meeting.
SECOND: The motion was seconded by Board Member Gregerson.
VOTE: Chairman Nielson called for a vote:

Board Member Merritt - Aye
 Board Member Gregerson - Aye
 Board Member Zaharias - Aye



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MINUTES

Board Member Lindhardt- Aye
Chairman Nielson - Aye

The vote was unanimous and the motion carried.

The meeting was adjourned at 7:29 p.m.

Date Approved: _____

Approved BY: _____
Chairman | Barratt Nielson

Attest BY: _____
Recorder | Jenna Vizcardo