



Bona Vista Water Improvement District

2020 West 1300 North, Farr West, Utah 84404 Phone

(801) 621-0474 Fax (801) 621-0475

**Agenda for Board of Directors Meeting
Scheduled for Monday November 27, 2023
To be held at the District's Office at 2:00 p.m.**

1. Call the meeting to order – *Chairwoman Tait.*
2. Approve the meeting minutes from September 25, 2023 – *Chairwoman Tait.*
3. Discussion and motion on the check registers for September and October 2023 – *Marci Doolan.*
4. Ratify Resolution 05-2023 for the Central Business District East CRA – *Chris Crockett*
5. Ratify award of contract for the 4000 North Canal Crossing to 3XL Construction in the amount of \$46,048.00 - *Blake Carlin*
6. Ratify the interlocal agreement with West Haven City for the 2700 West Canal and Utility Improvement – *Blake Carlin.*
7. Motion on Resolution 08-2023 adopting the certified tax rate – *Chris Crockett.*
8. Presentation of the 2024 Tentative Budget - *Blake Carlin*
9. Motion on Resolution 09-2023 adopting the 2024 tentative budget and setting a time and date for the public hearing – *Chris Crockett.*
10. Water Report – *Blake Carlin.*
11. Staff and Board Comments.
12. Adjourn.

Join Zoom Meeting

<https://us02web.zoom.us/j/89869319981>

Meeting ID: 898 6931 9981



Bona Vista Water Improvement District

2020 West 1300 North, Farr West, Utah 84404

Phone (801) 621-0474 Fax (801) 621-0475

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE BONA VISTA WATER IMPROVEMENT DISTRICT HELD MONDAY, SEPTEMBER 25, 2023, AT THE DISTRICT OFFICE.

BOARD MEMBERS PRESENT:

Mayor Jon Beesley
Ron Stratford, Vice Chairman
Mayor Scott Van Leeuwen

STAFF MEMBERS PRESENT:

Blake Carlin, General Manager / Treasurer
Marci Doolan, Administrative Manager / Clerk
Matt Fox, Assistant Manager
Chris Crockett, Attorney

ELECTRONIC ATTENDANCE:

EXCUSED:

Mayor Michelle Tait, Chairwoman
Mayor Ken Phippen

1. The meeting was called to order at 2 pm by Ron Stratford, Vice Chairman. He excused Mayor Tait as she is out of town.
2. Mayor Van Leeuwen made a motion to approve the minutes from the board of trustees meeting held August 28, 2023. Mayor Beesley seconded the motion. Trustees Beesley, Stratford and Van Leeuwen voted aye. The motion carried.
3. The check register for August 2023 was discussed.
 - a. Mayor Van Leeuwen made a motion to approve the check register for August. Mayor Beesley seconded the motion. Trustees Beesley, Stratford and Van Leeuwen voted aye. The motion carried.
4. Blake Carlin relayed that he does not personally know anything about Rhino Pumps but hears good things.
 - a. Mayor Beesley made a motion to award the Farr West Well pump and motor contract to Rhino Pumps in the amount of \$115,986.86. Mayor Van Leeuwen seconded the motion. Roll call vote was taken with trustees Beesley, Stratford and Van Leeuwen voting aye. The motion carried.
5. Marci Doolan and Chris Crockett relayed that the time has passed for write-in candidates for the 2024-2028 Board of Trustees election; therefore, Ron Stratford will be running unopposed.
 - a. Mayor Beesley made a motion to approve Resolution 07-2023 cancelling the elections. Mayor Van Leeuwen seconded the motion. Roll call vote was taken with trustees Beesley, Stratford and Van Leeuwen voting aye. The motion carried.
6. Blake Carlin gave an update on the water report. Everything is going well.

7. Staff and board member comments:
 - a. Blake Carlin:
 - i. He should be able to get the tank out to bid mid-November. He has almost finalized the ground purchase with Marriott's.
 1. Chris Crockett stated that he is working on getting the lawsuit documents removed from the property. Once they are removed, the District will be able to close on the property right away..
 - b. Matt Fox: Nothing additional to discuss at this time.
 - c. Marci Doolan: Nothing additional to discuss at this time.
 - d. Mayor Van Leeuwen:
 - i. He thanked everyone for their service and professionalism.
 - e. Mayor Beesley: Nothing additional to discuss at this time.
 - f. Ron Stratford: Nothing additional to discuss at this time.
8. Mayor Van Leeuwen made a motion to adjourn the meeting. Mayor Beesley seconded the motion. Trustees Beesley, Stratford and Van Leeuwen voted aye. The motion carried.

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount
09/23	09/15/2023	14001	6254	American Maintenance	334.95
09/23	09/15/2023	14002	4585	Blue Stakes of Utah 811	913.16
09/23	09/15/2023	14003	1360	CAL RANCH STORE	27.96
09/23	09/15/2023	14004	1340	C-C DISTRIBUTING, INC.	72.76
09/23	09/15/2023	14005	6169	Comcast Cable	401.98
09/23	09/15/2023	14006	6260	CORE & MAIN	1,114.44
09/23	09/15/2023	14007	6256	DOMINION ENERGY	44.96
09/23	09/15/2023	14008	6206	FERGUSON WATERWORKS #1616	3,616.87
09/23	09/15/2023	14009	1922	Freedom Mailing Services	10,000.00
09/23	09/15/2023	14010	2610	Griffin Fast Lube, LLC.	308.95
09/23	09/15/2023	14011	2080	Harrisville City	1,000.00
09/23	09/15/2023	14012	2315	INDUSTRIAL SUPPLY CO.	601.39
09/23	09/15/2023	14013	6085	INTERMOUNTAIN WORK MED	70.00
09/23	09/15/2023	14014	6329	Magna5 MS LLC	1,126.80
09/23	09/15/2023	14015	3265	MOUNTAINLAND SUPPLY COMPANY	154.46
09/23	09/15/2023	14016	3500	Office Depot	117.96
09/23	09/15/2023	14017	6327	Rich Fastener & Supply	285.60
09/23	09/15/2023	14018	4358	Robinson Waste Services	84.40
09/23	09/15/2023	14019	4612	SANDEE'S SOIL & ROCK PRODUCTS	1,290.00
09/23	09/15/2023	14020	4560	Smith & Edwards Co.	113.95
09/23	09/15/2023	14021	4642	Fleet Operations - Fuel Network	3,385.07
09/23	09/15/2023	14022	1126	Traffic Safety Rentals	360.11
09/23	09/15/2023	14023	6317	UniFirst Corporation	274.33
09/23	09/15/2023	14024	5040	UTAH LOCAL GOVERNMENTS TRUST	384.17
09/23	09/15/2023	14025	6335	UtiliSync, LLC	4,000.00
09/23	09/15/2023	14026	5441	Weber Basin Water Quality	1,662.00
09/23	09/30/2023	14027	1056	Bank of Utah / Cardmember Service	1,959.77
09/23	09/30/2023	14028	1335	Business Solutions Group	60.23
09/23	09/30/2023	14029	1360	CAL RANCH STORE	111.37
09/23	09/30/2023	14030	1440	Central Weber Sewer Improvement District	28,473.33
09/23	09/30/2023	14031	6260	CORE & MAIN	653.90
09/23	09/30/2023	14032	6292	Crockett, Christopher K.	5,718.75
09/23	09/30/2023	14033	1855	Farr West City	183,275.33
09/23	09/30/2023	14034	6206	FERGUSON WATERWORKS #1616	5,727.99
09/23	09/30/2023	14035	2040	HACH COMPANY	76.58
09/23	09/30/2023	14036	2080	Harrisville City	148,016.38
09/23	09/30/2023	14037	6336	Heath Engineering Company	8,000.00
09/23	09/30/2023	14038	2225	HOME DEPOT CRC	214.43
09/23	09/30/2023	14039	6337	Hooper Irrigation	1,000.00
09/23	09/30/2023	14040	2440	INTERMOUNTAIN FARMERS ASSOC.	16.99
09/23	09/30/2023	14041	6224	Les Olson Company	233.47
09/23	09/30/2023	14042	6268	MARRIOTT-SLATERVILLE CITY	48,443.96
09/23	09/30/2023	14043	3042	METERWORKS, INC.	6,384.99
09/23	09/30/2023	14044	3265	MOUNTAINLAND SUPPLY COMPANY	290.58
09/23	09/30/2023	14045	3500	Office Depot	78.24
09/23	09/30/2023	14046	4200	Plain City	163,085.73
09/23	09/30/2023	14047	4041	Public Employees Health Program	276.96
09/23	09/30/2023	14048	4041	Public Employees Health Program	19,251.80
09/23	09/30/2023	14049	5080	Rocky Mountain Power	1,816.67
09/23	09/30/2023	14050	3852	Column Software PBC	323.88
09/23	09/30/2023	14051	4642	State of Utah HEAT Program	3,470.83
09/23	09/30/2023	14052	6288	Tech Net / Personnel Systems & Services	200.00
09/23	09/30/2023	14053	6317	UniFirst Corporation	775.02
09/23	09/30/2023	14054	6334	U.S. Bank Equipment Finance	175.59
09/23	09/30/2023	14055	6119	Cambrea Mofett or Tanner Scott	67.40
09/23	09/30/2023	14056	6303	Wheeler Machinery Co.	1,204.48

<u>GL Period</u>	<u>Check Issue Date</u>	<u>Check Number</u>	<u>Vendor Number</u>	<u>Payee</u>	<u>Amount</u>
Grand Totals:					<u>661,130.92</u>

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount
10/23	10/31/2023	14057	1005	Aflac	642.84
10/23	10/31/2023	14058	6254	American Maintenance	334.95
10/23	10/31/2023	14059	1056	Bank of Utah / Cardmember Service	1,979.65
10/23	10/31/2023	14060	4585	Blue Stakes of Utah 811	1,373.00
10/23	10/31/2023	14061	1440	Central Weber Sewer Improvement District	30,898.72
10/23	10/31/2023	14062	6169	Comcast Cable	401.98
10/23	10/31/2023	14063	1720	DENCO SECURITY	276.00
10/23	10/31/2023	14064	6256	DOMINION ENERGY	47.05
10/23	10/31/2023	14065	1855	Farr West City	169,316.83
10/23	10/31/2023	14066	6206	FERGUSON WATERWORKS #1616	807.86
10/23	10/31/2023	14067	1931	GATEWAY MAPPING INC.	177.40
10/23	10/31/2023	14068	1961	Granite Construction Company	4,783.42
10/23	10/31/2023	14069	2610	Griffin Fast Lube, LLC.	114.83
10/23	10/31/2023	14070	2080	Harrisville City	151,598.25
10/23	10/31/2023	14071	2225	HOME DEPOT CRC	822.00
10/23	10/31/2023	14072	6114	JUB ENGINEERS, INC.	61,806.48
10/23	10/31/2023	14073	6295	LaRose Paving Inc.	1,200.00
10/23	10/31/2023	14074	6224	Les Olson Company	497.34
10/23	10/31/2023	14075	6329	Magna5 MS LLC	1,118.25
10/23	10/31/2023	14076	2961	Marriott - Satterthwaite Rock Products	173.04
10/23	10/31/2023	14077	2961	Marriott - Satterthwaite Rock Products	507.50
10/23	10/31/2023	14078	6268	MARRIOTT-SLATERVILLE CITY	49,705.43
10/23	10/31/2023	14079	3042	METERWORKS, INC.	4,991.09
10/23	10/31/2023	14080	3265	MOUNTAINLAND SUPPLY COMPANY	84.92
10/23	10/31/2023	14081	3310	MYRON MANUFACTURING CORP	233.32
10/23	10/31/2023	14082	3615	Outsource Receivables Management	78.79
10/23	10/31/2023	14083	4200	Plain City	166,607.37
10/23	10/31/2023	14084	4041	Public Employees Health Program	276.96
10/23	10/31/2023	14085	4041	Public Employees Health Program	19,983.45
10/23	10/31/2023	14086	6327	Rich Fastener & Supply	285.60
10/23	10/31/2023	14087	4358	Robinson Waste Services	85.44
10/23	10/31/2023	14088	5080	Rocky Mountain Power	1,725.34
10/23	10/31/2023	14089	4499	Shred-It / Stericycle, Inc.	89.84
10/23	10/31/2023	14090	6277	SJE INC.	630.00
10/23	10/31/2023	14091	4642	DHHS - Unified State Laboratories	350.00
10/23	10/31/2023	14092	1126	Traffic Safety Rentals	546.97
10/23	10/31/2023	14093	6317	UniFirst Corporation	593.60
10/23	10/31/2023	14094	6119	Shaun Fowers	17.12
10/23	10/31/2023	14095	6119	Ronald Holmes	21.75
10/23	10/31/2023	14096	5992	Waterford Services, LLC	1,956.00
10/23	10/31/2023	14097	5441	Weber Basin Water Quality	864.00
10/23	10/31/2023	14098	6293	Weber County Recorder	150.00
Grand Totals:					678,154.38

RESOLUTION NO. 05-2023

**A RESOLUTION OF THE GOVERNING BOARD OF THE BONA VISTA WATER
IMPROVEMENT DISTRICT FOR THE CENTRAL BUSINESS DISTRICT EAST
COMMUNITY REINVESTMENT PROJECT AREA**

WHEREAS, Bona Vista Water Improvement District (“District”) is an improvement district duly organized and existing under the laws of the State of Utah; and

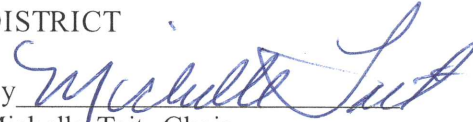
WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, the District and the Community Reinvestment Agency of Marriott Slaterville City (“Agency”) have negotiated an Interlocal Agreement for the purpose of providing funding for the Central Business District East Community Reinvestment Project area using tax increment;

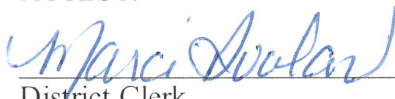
NOW THEREFORE, the Board of Trustees for the District hereby resolves to enter into the attached Interlocal Agreement. The Chair of the Board is authorized and directed to execute the Interlocal Agreement for and on behalf of the District.

APPROVED this 28th day of August, 2023.

BONA VISTA WATER IMPROVEMENT
DISTRICT

By 
Michelle Tait, Chair

ATTEST:



District Clerk

CENTRAL BUSINESS DISTRICT EAST COMMUNITY REINVESTMENT PROJECT AREA

**INTERLOCAL AGREEMENT by and between the
COMMUNITY REINVESTMENT AGENCY OF MARRIOTT SLATERVILLE CITY
and the BONA VISTA WATER DISTRICT**

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2023, by and between the **Community Reinvestment Agency of Marriott-Slaterville City**, a political subdivision of the State of Utah (the “**Agency**”), and the **Bona Vista Water District**, (the “**Taxing Entity**”). The Agency and the Taxing Entity may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct urban renewal, economic development, community development, and community reinvestment activities within its boundaries, as contemplated by the Act; and

B. WHEREAS the Agency has created the Central Business District East Community Reinvestment Survey Area (the “**Project Area**”) and will adopt a Community Reinvestment Project Area Plan for the Project Area (the “**Project Area Plan**”) of which the proposed map of the Project Area and legal descriptions are incorporated herein as Exhibit A and Exhibit B, respectively as the Agency desires to provide for redevelopment within such Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) and other funds in connection with the development of the Project Area; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(61) (hereinafter “**Tax Increment**”), created by development within the Project Area, to assist in the development of the Project Area ; and

E. WHEREAS UCA § 17C-5-204(4) authorizes the Taxing Entity to consent to the payment to the Agency of a portion of the Taxing Entity’s share of Tax Increment generated from the Project Area for the purposes set forth herein; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity’s share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and

G. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

H. **WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the “**Cooperation Act**”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Tax Increment.**

a. Pursuant to Section 17C-4-204 of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid *50% of the Taxing Entity’s portion of the Tax Increment generated within the Project Area* (the “**Taxing Entity’s Share**”) for 10 consecutive years (“**Tax Increment Collection Period**”). Tax increment shall start no later than 2026 (payment to Agency in 2027) and terminating no later than 2035 (to be paid in 2036). Taxing Entity’s Share shall be used for the purposes set forth in the Act and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity’s tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be the combined assessed value of all property within the Project Area last equalized prior to the date of this Agreement, which taxable value is subject to adjustment as required by law.

b. The total cumulative Taxing Entity’s Share paid to the Agency pursuant to this Agreement shall not exceed \$18,000 (eighteen thousand dollars).

c. The Taxing Entity hereby authorizes and directs Marriott-Slaterville City officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement in accordance with UCA § 17C-5-206 (2) for the periods described herein.

d. The Taxing Entity’s Share shall be paid to the Agency no later than April 1st of the year following the tax year for which the Taxing Entity’s Share is to be paid.

2. **Authorized Uses of Tax Increment and Incentive.** The Parties agree that the Agency shall apply the Entities’ Share to the payment of components of the development related specifically to public infrastructure. Public infrastructure is anticipated and may include: culinary water, secondary water, flood mitigation, sewer, gas, fiber, telecom, power, road and transportation improvements wherein such assets will be owned by a public agency, and or controlled by a public service commission.

An Administrative Fees of no more than 3% of the annual increment received by the Agency to carry out the Project Area Plan as authorized by the Act.

3. **Consent to Project Area Budget.** As required by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget for the Project Area as incorporated herein as Exhibit C.

4. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

5. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

6. **Termination.** This Agreement will terminate on the earlier of the following: (i) December 31, 2025, if the Tax Increment Collection Period has not been triggered prior to that date, as evidenced by a written notice from the Agency to the Taxing Entity and the County Auditor prior to that date; (ii) the date that the final payment of the Agency Share is made to the Agency after expiration of the Tax Increment Collection Period; (iii) the date on which the Agency has been paid amounts under this Agreement equal to the Collection Cap; or (iv) termination for cause.

- A. Termination for Cause. This Agreement may be terminated immediately by a Party if the other Party:
- i. commits a material breach of this Agreement, which breach has not been cured after the breaching Party receives 20 days' advance written notice with the specifics of the breach to be cured;
 - ii. assigns or attempts to assign this Agreement in contravention of the terms of this Agreement.

7. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. Once executed, an executed copy of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act.

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-205 of the Act and shall continue through the date on which all of the final payment of Tax Increment as described herein has been paid to the Agency as provided herein.

f. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

8. Modification and Amendment. Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

9. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

10. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

11. Interpretation. The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

12. Headings. The paragraph and section headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

13. Governmental Immunity. The Agency and the Taxing Entity are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. (“Immunity Act”). Subject to the provisions of the Immunity Act, the Agency and the Taxing Entity agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney’s fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Agency or the Taxing Entity under the Immunity Act.

14. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

15. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

16. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

17. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

18. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

20. **Assignment.** The Parties hereto may not assign their respective rights or delegate their respective obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. In any event, this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties to this Agreement.

21. **Notice.** Any and all notices, demands, or other communications required or desired to be given hereunder by any Party shall be in writing and shall be deemed validly given or made to

another Party if served either personally, at the address(es) set forth below, sent via national courier service with tracking capability (i.e., Federal Express), or if deposited in the United States mail, certified, postage prepaid, return receipt requested. If such notice, demand, or other communication is served personally, service shall be deemed made at the time of such personal service. If such notice, demand, or other communication is given by certified mail, such shall be deemed give 3 business days after the deposit thereof in the United States mail addressed to the Party to whom such notice, demand, or other communication is to be given:

To the Agency: Community Reinvestment Agency of Marriott-Slaterville City
1570 West 400 North
Marriott-Slaterville City, Utah 84404

To the Taxing Entity: Bona Vista Water District
2020 W 1300 N, Ogden, UT 84404
Attn:

ENTERED into as of the day and year first above written.

[Remainder of page intentionally left blank; signature pages to follow]

**The Community Redevelopment Agency of
Marriott-Slaterville City**

Name: _____, Chairperson

ATTEST:

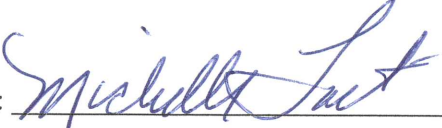
Name: _____, Secretary

Attorney Review for the Agency:

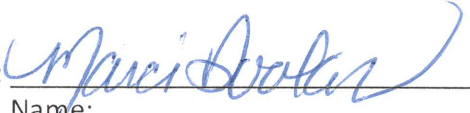
The undersigned, as counsel for the Community Redevelopment Agency of Marriott-Slaterville City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Signatures continued on next page

Bona Vista Water District

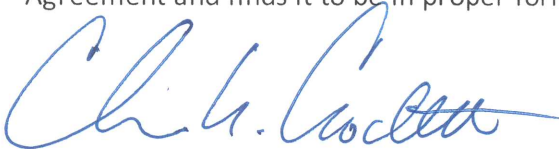
By: 
Name:

Attest:

By: 
Name:

Attorney Review for the Taxing Entity:

The undersigned, as attorney for Bona Vista Water District, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.



Name:
Attorney for Bona Vista Water District

Bid Tabulation

Client: Bona Vista Water Improvement District
 Project: 4000 North Canal Crossing
 Project No.: 55-23-107
 Date: 10/12/2023

Item #	Description	Unit	Estimated Quantity	Engineer's OPC		3 XI Construction Inc		Ormond Const. Inc		ACME		Allied	
				OPC - Unit Price	OPC Total Price	Bid Unit Price 1	Bid Total Price 1	Bid Unit Price 2	Bid Total Price 2	Bid Unit Price 3	Bid Total Price 3	Bid Unit Price 4	Bid Total Price 4
1	Mobilization	Lump Sum	1	\$ 4,000.00	\$ -4,000.00	\$ 2,785.00	\$ -2,785.00	\$ 25,816.50	\$ 25,816.50	\$ 15,000.00	\$ 15,000.00	\$ 14,275.00	\$ 14,275.00
2	Traffic Control	Lump Sum	1	\$ 3,000.00	\$ 3,000.00	\$ 800.00	\$ 800.00	\$ 8,500.00	\$ 8,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,890.00	\$ 2,890.00
3	Remove and Dispose Existing 12" PVC Pipe and Fittings	Lump Sum	1	\$ 2,500.00	\$ 2,500.00	\$ 2,950.00	\$ 2,950.00	\$ 3,750.00	\$ 3,750.00	\$ 1,940.00	\$ 1,940.00	\$ 1,600.00	\$ 1,600.00
4	Furnish and Install 12" C-900 PVC Pipe	LF	45	\$ 280.00	\$ 12,600.00	\$ 300.00	\$ 13,500.00	\$ 252.15	\$ 11,346.75	\$ 450.00	\$ 20,250.00	\$ 727.06	\$ 32,717.70
5	Furnish and Install 12" 45° Bend and Thrust Blocks	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 2,250.00	\$ 9,000.00	\$ 1,727.71	\$ 6,910.84	\$ 3,250.00	\$ 13,000.00	\$ 2,742.00	\$ 10,968.00
6	Furnish and Install Combination Air Release Valve Station	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 16,680.00	\$ 16,680.00	\$ 10,874.94	\$ 10,874.94	\$ 18,500.00	\$ 18,500.00	\$ 11,414.00	\$ 11,414.00
7	Import and Install Sand Bedding	TON	18	\$ 50.00	\$ 900.00	\$ 18.50	\$ 333.00	\$ 40.00	\$ 720.00	\$ 80.00	\$ 1,440.00	\$ 19.80	\$ 356.40
Total Bid Price					\$ 55,000.00	\$ 46,048.00		\$ 67,919.03		\$ 73,630.00		\$ 74,221.10	

**AN INTERLOCAL AGREEMENT BY AND BETWEEN
WEST HAVEN CITY AND BONA VISTA WATER IMPROVEMENT DISTRICT
FOR THE 2700 WEST CANAL AND UTILITY IMPROVEMENT**

This Interlocal Agreement is made by and between West Haven City, a body politic and political subdivision of the State of Utah, having its principal business address as 4150 S 3900 W, West Haven, Utah (hereinafter “West Haven”) and Bona Vista Water Improvement District, a body politic and political subdivision of the State of Utah, having its principal business address as 2020 West 1300 North, Farr West, Utah (hereinafter “BVWID”), individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, West Haven is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, BVWID is a water district duly organized under Title 17B of the Utah Code Annotated, as amended;

WHEREAS, West Haven will be completing utility infrastructure as part of the 2700 West Canal and Utility Improvement;

WHEREAS, BVWID already has a culinary water main and services along 2700 West 2200 South to 2550 South; and

WHEREAS, BVWID intends to install a new section of water line main crossing the Hooper Canal (See Exhibit A – hereinafter “BVWID Items”);

WHEREAS, the Parties desire to work cooperatively to increase efficiency and uniformity and possibly decrease costs by combining their respective projects into one project (hereinafter “Project”);

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, West Haven and BVWID do mutually agree and undertake as follows:

Section One

Scope of Agreement

Intent. The Parties intend by this Agreement to combine their respective projects into one (1) for the purposes of bidding and construction.

Specifically, this Agreement addresses the obligations of West Haven and BVWID in relation to preparing, bidding, awarding, and managing the Project. West Haven shall be the lead agency with each Party's responsibilities defined in Sections 2 and 3.

Section Two

West Haven's Responsibilities

West Haven agrees to:

1. Oversee and manage the administration of the Project from bidding to completion, including:
 - a. Advertise Project in accordance with current State noticing laws;
 - b. Prepare Project bidding and construction documents in accordance with the Engineer's Joint Contract Documents Committee (EJCDC) documents (hereinafter "Project Manual");
 - c. Conduct a Public Bid Opening;
 - d. In compliance with current West Haven's policies and procedures, select and award the Project to the contractor (hereinafter "Contractor");
 - e. Collect required performance bonds, payment bonds, and insurance from Contractor;
 - f. Conduct a pre-construction meeting with all Parties and Contractor;
 - g. Issue the Notice to Proceed to Contractor;
 - h. Process and pay all Contractor pay requests;
 - i. Issue Project Change Order(s) to Contractor, where necessary;
 - j. Issue Project Certificate of Substantial Completion to Contractor; and
 - k. Issue Project Notice of Final Acceptance to Contractor.
2. Project Manual shall include the following additional requirements/language:
 - a. Contractor shall add "Bona Vista Water Improvement District" and "J-U-B Engineers, Inc." as an additional insured on required insurance certificate; and
3. Coordinate with BVWID in the selection of the Contractor.

4. Provide inspections of all Project work completed.
5. Coordinate Project inspections with BVWID by providing notification to the BVWID's Director one (1) working day prior to BVWID Items work being done.
6. Notify BVWID of all Contractor payment requests that contain BVWID Items and obtain concurrence from BVWID of pay request prior to approving pay request and issuing payment.
7. Notify BVWID of all Contractor change order(s) that contain BVWID Items and obtain concurrence from BVWID of any change order prior to approving.
8. Maintain and oversee Project records and provide electronic versions (e.g. project manual, record drawings, etc.) to BVWID.

Section Three BVWID's Responsibilities

BVWID agrees to:

1. Design and Prepare Bid Schedule B for the Culinary Water Line to be installed in 2700 West.
2. Coordinate with West Haven and provide necessary design input and information for the preparation of the Project Manual.
3. Provide a Representative to attend all Project related meetings, where applicable.
4. Coordinate with West Haven on the selection of the Contractor.
5. Provide and coordinate inspections of all Project work related to BVWID Items.
6. Within three (3) business days of request from West Haven:
 - a. Provide written approval or comments for pay requests related to BVWID Items.
 - b. Provide written approval or denial of change order requests related to BVWID Items.

Section Four Payment

West Haven and BVWID will establish and maintain their own budgets for expenses related to this Agreement. For the Project, West Haven shall make payment in full to Contractor and Engineer and request reimbursement from BVWID.

1. BVWID will pay the actual costs of construction work for BVWID Items in Bid Schedule B. For this Agreement.
2. Within ten (10) days after issuing payment(s) to Contractor, West Haven shall issue an invoice along with Contractor pay request to BVWID for BVWID Items.

3. Within thirty (30) days of receipt of an invoice from West Haven, BVWID shall submit payment to West Haven.

Section Five
General Provisions

1. **Limitations.** Except as outlined by this Agreement or by Agreement separate from this, neither party assumes any responsibility to inspect, install, operate, or otherwise maintain the other party's property. Further, this Agreement does not impose on either party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.
2. **Official Representative.** Parties respectively designate the following persons to act as their authorized representative in matters and decisions pertaining to the timely performance of this Agreement.

West Haven

Matt Jensen

City Manager

801-731-4519

matthewj@westhavencity.com

BVWID

Blake Carlin

General Manager

801-430-1080

blake@bonavistawater.com

The authorized representative(s) shall have full power to bind West Haven and BVWID, respectively, in decisions related to Project and not require approval from West Haven or BVWID Elected/Appointed Representatives, unless otherwise required by their individual Purchasing Policy. Each may designate an authorized representative upon written notice to the other party.

3. **Term and Renewal.** This Agreement shall be for a period of twenty-four (24) months beginning upon the effective date in paragraph 5, or until such time as the construction of Project as described herein is complete, including the one-year warranty period, whichever comes first.
4. **Termination.** This Agreement may be terminated by either party upon ninety (90) days written notice from the West Haven Mayor or the BVWID Board of Trustees provided to the City Recorder / Board. Upon termination of the Agreement, BVWID shall have thirty (30) days to pay any outstanding balance owed to West Haven.
5. **Effective Date.** This Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the parties as provided in U.C.A. Title 11, Chapter 13, Part 2, as amended.
6. **Amendment.** This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from each Party, along with being approved as to form by the BVWID Attorney and West Haven Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.

7. **Entire Agreement.** This Agreement, together with any written amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except for the resolutions of each party herein attached and incorporated by reference.
8. **Indemnification.** Each party agrees to indemnify, defend, and save and hold the other party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:
 - a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying party's actions;
 - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying party, relating to this Agreement; and
 - c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
9. **Employee Status.** It is understood and agreed by the parties that any and all personnel furnished by the parties shall remain employees of the respective parties and shall abide by the personnel policies of the respective parties.
10. **Hired Consultant Status.** It is understood and agreed by the parties that any consultant, including but not limited to the person, firm, or entity serving as City Engineer, Project Engineer, or Contractor, shall not represent themselves as employees of the respective parties.
11. **Warranties.** Each party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the parties that would adversely affect this Agreement.
12. **Documents on File.** Executed copies of this Agreement shall be placed on file in the offices of WEST HAVEN CITY and BVWID and shall remain on file for public inspection for the duration of this Agreement.
13. **Governing Law.** It is understood and agreed by the parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
14. **Non-transferable.** The rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the parties.
15. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer

voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement, unless the invalidation of the provision materially alters the agreement by interfering with the purpose of the agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties. It is thus the intention of the parties that each provision of this agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the agreement is preserved.

16. **Additional Interlocal Cooperation Act provisions.** In satisfaction of the requirements of the Interlocal Cooperation Act, the parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party, pursuant to Section 11-13-202.5.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each party pursuant to Section 11-13-209.
- d. This Agreement shall become effective upon (a) its approval and execution by each party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the parties.
- e. Immediately after execution of this Agreement by both parties, each party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.
- f. The parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

(continued on next page)

**AN INTERLOCAL AGREEMENT BY AND BETWEEN
WEST HAVEN CITY AND BONA VISTA WATER IMPROVEMENT DISTRICT
FOR THE 2700 WEST CANAL AND UTILITY IMPROVEMENT**

DATED this ____ day of _____, 2023

WEST HAVEN CITY

Mayor, WEST HAVEN CITY

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

City Recorder

City Attorney

DATED this ____ day of _____, 2023

BONA VISTA WATER IMPROVEMENT DISTRICT

General Manager

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

BVWID Attorney

RESOLUTION NO. 08-2023

A RESOLUTION OF THE GOVERNING BOARD OF THE BONA VISTA WATER IMPROVEMENT DISTRICT ADOPTING THE CERTIFIED TAX RATE APPLICABLE TO THE DISTRICT BUDGET FOR THE 2024 CALENDAR YEAR AS RECEIVED FROM WEBER COUNTY AND BOX ELDER COUNTY

WHEREAS, the Bona Vista Water Improvement District ("District") is an improvement district duly organized and existing under the laws of the State of Utah; and

WHEREAS, the District's Board of Trustees ("Board") will adopt its budget for the 2024 calendar year on December 11th, 2023; and

WHEREAS, the Board finds that the certified tax rate to be applied to the 2024 budget has now been received from Weber County and Box Elder County and should be adopted to complete the formal budget adoption process;

NOW THEREFORE, be it resolved by the Board of Trustees for the Bona Vista Water Improvement District that the certified tax rate applicable to the 2024 budget, as received from Weber County and Box Elder County, Utah, which is 0.000154, is hereby adopted. *See* Attachment A.

APPROVED and ENACTED this 27th day of November, 2023.

BONA VISTA WATER IMPROVEMENT
DISTRICT

By _____
Michelle Tait, Chair

ATTEST:

District Clerk

ATTACHMENT A

Utah State Tax Commission - Property Tax Division Tax Rate Summary (693) ENTITY: 4070 BONA VISTA WATER IMPROVEMENT DISTRICT	Form PT-693 Rev. 2/15
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WEBER COUNTY

Tax Year: 2023

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
130 Water, Lighting, Power Plant	0.000154	0.000154	_____	698,766
Total Tax Rate	0.000154	0.000154	Total Revenue	\$698,766

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

Utah State Tax Commission - Property Tax Division Tax Rate Summary (693) ENTITY: 4200 BONA VISTA WATER IMPROVEMENT DISTRICT	Form PT-693 Rev. 2/15
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BOX ELDER COUNTY **Tax Year: 2023**

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
140 County Improvement District §17B-2a-401	0.000154	0.000154	0.0008	4,567
Total Tax Rate	0.000154	0.000154	Total Revenue	\$4,567

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____



Bona Vista Water Improvement District 2024 Tentative Budget

Account Number	Account Title	2022 Budget	2022 Actual	2023 Budget	2023 YTD	2024 Proposed
REVENUES						
311000	TAX INCOME-PROPERTY	642,553.00	697,720.13	677,042.00	123,043.55	703,333.00
312000	TAX INCOME-VEHICLES	44,000.00	48,160.02	44,000.00	39,059.25	44,000.00
313000	TAX INCOME-DELIQUENT TAXES	15,000.00	15,179.71	15,000.00	9,997.42	15,000.00
314000	RDA Property Tax Increment	0.00	17,283.00	0.00	0.00	0.00
315000	ARPA Revenue	0.00	330,335.39	1,208,314.51	133,967.02	1,035,697.59
340010	WATER SALES	3,100,000.00	3,891,985.44	3,351,100.00	3,479,038.93	3,500,000.00
340020	LATE PAYMENT PENALTIES	45,000.00	46,415.03	45,000.00	46,246.26	47,000.00
340040	BILLING FEES	150,000.00	178,820.58	150,000.00	154,346.40	10,000.00
340050	ANNEXATIONS	10,000.00	195,314.00	20,000.00	15,623.00	20,000.00
340060	OTHER SALES-FIRE LINES	3,000.00	5,840.00	3,000.00	6,747.00	5,000.00
340080	CONTRIBUTED MONEY	0.00	3,349,940.00	0.00	0.00	0.00
340090	GAIN OR SALE OF ASSETS	45,000.00	14,704.22	60,000.00	67,026.07	68,000.00
361000	INTEREST INCOME	55,000.00	239,058.93	75,000.00	594,771.65	150,000.00
372000	CONNECTION FEES	170,000.00	176,737.50	170,000.00	135,175.07	170,000.00
373000	IMPACT FEES	1,270,000.00	971,830.00	1,270,000.00	1,111,535.88	1,270,000.00
374000	PLAN REVIEW FEE	65,000.00	93,313.90	65,000.00	70,679.00	70,000.00
375000	MISCELLANEOUS INCOME	25,000.00	7,351.44	10,000.00	12,222.52	10,000.00
376000	FIRE HYDRANT	37,000.00	44,506.87	37,000.00	34,407.03	37,000.00
381107	TRANS FROM RESTRICTED	3,783,222.00	0.00	2,608,289.54	0.00	3,947,864.05
Total:		9,459,775.00	10,324,496.16	9,808,746.05	6,033,886.05	7,155,030.59
		<i>2021 Budget</i>	<i>2021 Actual</i>	<i>2022 Budget</i>	<i>2022 YTD</i>	<i>2024 Proposed</i>

Account #	Account Title	2021 Budget	2021 Actual	2022 Budget	2022 YTD	2024 Proposed
EXPENDITURES						
411001	SYSTEM OPERATING LABOR	437,000.00	257,909.59	300,000.00	248,907.19	316,000.00
411002	OVERTIME	-	16,955.56	25,000.00	20,295.30	25,000.00
411003	ADMINISTRATION SALARIES	346,500.00	364,916.69	350,000.00	333,114.97	370,000.00
411004	SICK LEAVE AND VACATION	25,000.00	50,561.29	28,000.00	19,765.83	52,000.00
413000	SOCIAL SEC & UNEMPLOYMENT	55,000.00	53,127.75	61,000.00	48,455.65	60,000.00
414000	RETIREMENT	115,000.00	89,402.54	125,000.00	105,298.67	125,000.00
419000	NET PENSION EXPENSE	22,000.00	(141,824.00)	25,000.00	-	25,000.00
450100	ACCOUNTING FEES	5,500.00	2,400.00	5,500.00	1,200.00	6,000.00
450200	POWER EXPENSE	33,000.00	37,779.72	35,000.00	19,413.78	35,000.00
450300	INSURANCE AND BONDS	320,000.00	243,797.12	320,000.00	196,465.87	320,000.00
450400	BLUE STAKES/BLUE REVIEW	15,000.00	14,451.63	15,000.00	12,924.65	18,000.00
450500	PHONES & INTERNET	20,000.00	15,052.41	25,000.00	15,366.09	25,000.00
450510	SCADA, GPS & RADIO	37,000.00	22,780.12	20,000.00	11,020.59	15,000.00
450600	LEGAL - O & M AND CONSTRUCTION	25,000.00	15,606.25	25,000.00	11,593.75	25,000.00
450700	AUDIT - O & M AND CONSTRUCTION	12,500.00	11,900.00	14,375.00	12,300.00	20,000.00
450800	MISC. ENGINEERING FEES O & M	45,000.00	30,675.68	50,000.00	67,416.68	60,000.00
450900	NATURAL GAS	3,200.00	5,333.90	3,500.00	4,296.81	5,000.00
451000	LAND IMPROVEMENTS/CONST. COSTS	325,000.00	-	1,125,000.00	23,425.89	1,590,000.00
451100	OPERATING EQUIPMENT PURCHASES	130,000.00	7,855.41	125,000.00	94,207.04	172,000.00
451200	CAPITOL PROJECTS/IMPACT FEES	4,400,000.00	54,601.78	4,100,000.00	427,654.96	4,550,000.00
451300	IT SUPPORT & SOFTWARE	36,000.00	39,660.58	46,000.00	12,598.49	50,000.00
460100	OGDEN RIVER WATER	125.00	-	125.00	-	125.00
460200	SYSTEM AND RESERVOIR MAINT.	95,000.00	65,651.41	95,000.00	90,059.70	95,000.00
460300	TRUCK, TRACTOR, VEHICLE EXP.	40,000.00	47,034.40	40,000.00	34,286.64	42,000.00
460400	CHEMICAL EXPENSE	3,000.00	1,886.83	2,500.00	4,500.58	45,000.00
460500	OFFICE SUPP, POSTAGE, EQUIP.	125,000.00	89,167.11	125,000.00	93,408.90	125,000.00
460700	BLDG EXP. & UTILITIES-OFFICE	190,000.00	28,941.61	32,000.00	8,587.66	32,000.00
460800	EQUIP RENTALS/SAFETY MATERIALS	8,000.00	5,724.28	6,000.00	12,083.12	10,000.00
460900	NEW CONNECTION MATERIALS	1,200.00	842.28	1,200.00	-	1,200.00
461000	EMERGENCY & IMPROVEMENT FUND	45,000.00	3,380.00	45,000.00	3,744.31	45,000.00

Account #	Account Title	2021 Budget	2021 Actual	2022 Budget	2022 YTD	2024 Proposed
461100	MAPPING MATERIALS	250.00	-	250.00	-	250.00
461200	PERMITS	15,000.00	9,062.25	15,000.00	3,301.00	10,000.00
461300	WATER METERS	240,000.00	1,327.42	285,000.00	196,993.17	225,000.00
461301	WATER METERS REPLACEMENTS	-	7,354.95	-	7,280.54	15,000.00
461400	LEGAL ADVERTISING CONST. & ADM	2,500.00	300.39	2,500.00	323.88	2,500.00
461500	MISC. & UNCLASSIFIED	7,500.00	7,765.74	7,500.00	4,195.46	7,500.00
461600	PRINTING & CCR REPORT	1,000.00	2,125.04	3,500.00	100.00	1,000.00
461700	TRAINING & MEETINGS	20,000.00	21,677.09	20,000.00	14,211.27	23,000.00
461800	WATER TESTS	15,500.00	14,737.84	15,500.00	9,407.18	17,300.00
461900	WEBER BASIN WATER	1,065,000.00	1,064,052.34	1,094,609.80	1,094,609.80	1,136,752.14
462000	OGDEN CITY WATER	406,000.00	402,882.50	416,186.25	416,186.25	433,767.50
462100	DEPRECIATION EXPENSE	750,000.00	854,192.26	750,000.00	-	950,000.00
462200	CONTRIBUTION TO OTHER GOV'TS	20,000.00	17,283.00	20,000.00	-	20,000.00
462300	BAD DEBT	2,000.00	523.82	1,000.00	1,096.48	1,500.00
Total		9,459,775.00	3,838,856.58	9,808,746.05	3,680,098.15	11,102,894.64
		<i>2021 Budget</i>	<i>2021 Actual</i>	<i>2022 Budget</i>	<i>2022 YTD</i>	<i>2024 Proposed</i>

RESOLUTION NO. 09-2023

A RESOLUTION OF THE GOVERNING BOARD OF THE BONA VISTA WATER IMPROVEMENT DISTRICT ADOPTING THE TENTATIVE BUDGET FOR THE 2024 CALENDAR YEAR AND SETTING A PUBLIC HEARING DATE FOR 6:00 P.M. ON MONDAY, DECEMBER 11, 2023.

WHEREAS, the Bona Vista Water Improvement District ("District") is an improvement district duly organized and existing under the laws of the State of Utah; and

WHEREAS, the Director of the District presented the tentative budget for the 2024 calendar year on November 27, 2023, to the District's Board of Trustees ("Board"); and

WHEREAS, having reviewed and considered the tentative budget, the Board finds that it meets all statutory requirements as set forth in Utah Code Ann. 17B-1-607 and should be adopted;

NOW THEREFORE, be it resolved by the Board of Trustees of the Bona Vista Water Improvement District, that the attached tentative budget for the year 2024 year is hereby adopted. A public hearing on the tentative budget is hereby set for 6:00 p.m. on Monday, December 11, 2023. The public hearing shall be noticed as set forth in Utah Code Ann. 17B-1-609 and 63G-30-102. A copy of this budget shall also be made available for public inspection at least seven days prior to the public hearing.

APPROVED and ENACTED this 27th day of November, 2023.

BONA VISTA WATER IMPROVEMENT
DISTRICT

By _____
Michelle Tait, Chair

ATTEST:

District Clerk



WATER USE REPORT

Summary of October 2023					
	2019	2020	2021	2022	2023
Weber Basin	229	291	256	294	297
Ogden City	104	134	82	90	88
Farr West Well	0	0	0	0	0
North Ogden	16	12	9	7	15
Total AF:	349	437	347	391	400

Weber Basin Water Conservancy District										
Contracted Water: 3787 A.F. 3180 A.F. 3786 A.F.										
MONTH	2019		2020		2021		2022		2023	
	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS
January	204	66,391,000	219	71,330,000	204	66,615,000	171	55,598,000	237	77,070,000
February	170	55,314,000	200	65,160,000	217	70,706,000	186	60,506,000	189	61,739,000
March	197	64,290,000	241	78,678,000	258	83,996,000	218	71,001,000	202	65,660,000
April	220	71,834,000	236	76,754,000	246	80,076,000	207	67,343,000	213	69,432,000
May	229	74,748,000	275	89,764,000	235	76,463,000	232	75,590,000	269	87,562,000
June	261	85,172,000	372	121,313,000	370	120,721,000	231	75,199,000	390	127,099,000
July	520	169,403,000	527	171,607,000	418	136,170,000	336	109,565,000	410	133,664,000
August	521	169,822,000	610	198,766,000	490	159,638,000	375	122,140,000	498	162,435,000
September	357	116,248,000	440	143,429,000	420	136,768,000	337	109,948,000	395	128,808,000
October	229	74,741,000	291	94,803,000	256	83,303,000	294	95,838,000	297	96,710,000
November	164	53,290,000	181	59,082,000	207	67,463,000	222	72,551,000		
December	209	68,051,000	170	55,255,000	171	55,786,000	217	70,913,000		
TOTAL	3280	1,069,304,000	3762	1,225,941,000	3492	1,137,705,000	3025	986,192,000	3100	1,010,179,000
% of Contracted Water Used:	87%		99%		92%		95%		82%	

Ogden City										
Contracted Water: 1451 A.F. 1451 A.F. 1451 A.F.										
MONTH	2019		2020		2021		2022		2023	
	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS
January	86	27,964,000	83	27,118,410	92	29,860,630	131	42,729,390	126	41,259,000
February	85	27,768,000	72	23,358,190	88	28,625,250	158	51,526,800	140	45,559,000
March	83	27,202,000	91	29,646,110	100	32,581,120	118	38,339,000	135	43,909,000
April	85	27,587,200	125	40,789,300	143	46,608,000	109	35,388,330	158	51,428,000
May	109	35,675,028	201	65,491,860	135	44,071,820	61	19,929,670	183	59,614,000
June	165	53,678,852	117	38,214,000	129	42,087,950	103	33,435,000	114	37,300,000
July	80	25,909,020	65	21,222,460	103	33,464,890	70	22,854,000	134	23,623,000
August	43	14,053,270	68	21,995,540	48	15,666,455	60	19,546,000	46	15,049,000
September	56	18,145,130	82	26,583,480	38	12,504,885	82	26,677,000	53	17,312,000
October	104	33,856,750	134	43,734,520	82	26,732,000	90	29,384,000	88	28,829,000
November	106	34,475,200	158	51,555,000	111	36,021,000	79	25,615,000		
December	99	32,137,680	164	53,360,000	151	49,288,810	99	32,273,000		
TOTAL	1100	358,452,130	1360	443,068,870	1220	397,512,810	1159	377,697,190	1177	363,882,000
% of Contracted Water Used:	76%		94%		84%		80%		81%	

Farr West Well										
Water Rights: 1291 A.F. 1291 A.F. 1291 A.F.										
MONTH	2019		2020		2021		2022		2023	
	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS
January	0	0	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	0	0	0	0
March	0	0	0	0	0	0	0	0	0	0
April	0	0	0	0	0	27,000	21	6,861,000	0	0
May	0	8,000	15	4,900,000	100	32,670,000	132	43,039,000	0	0
June	0	0	86	28,056,000	107	34,961,000	113	36,725,700	0	0
July	0	26,000	0	0	43	14,149,000	109	35,641,000	0	0
August	0	0	0	0	0	0	105	34,114,600	0	0
September	13	4,254,000	0	0	0	0	41	13,409,200	0	0
October	0	0	0	0	0	0	0	0	0	0
November	0	5,000	0	0	0	0	0	0		
December	0	0	0	0	0	0	0	0		
TOTAL	13	4,293,000	101	32,956,000	251	81,807,000	521	169,790,500	0	0
% of Contracted Water Used:	1%		8%		19%		40%		0%	

North Ogden Spring										
Water Rights: 241 A.F. 241 A.F. 241 A.F.										
MONTH	2019		2020		2021		2022		2023	
	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS
January	17	5481000	21	6935000	10	3,172,000	8	2,768,000	0	0
February	0	0	18	5,968,000	12	3,814,000	0	0	0	0
March	0	0	0	0	12	3,795,000	17	5,682,000	13	4,180,000
April	0	0	0	0	0	0	0	0	0	0
May	0	0	2	565,000	13	4,328,000	15	4,864,000	5	1,584,000
June	3	1,018,000	19	6,243,000	12	3,865,000	9	2,982,000	39	12,634,000
July	27	8,936,000	16	5,119,000	5	1,608,000	11	3,600,000	22	7,263,000
August	22	7,316,000	13	4,378,000	9	3,092,000	9	3,070,000	21	6,742,000
September	16	5,291,000	12	3,853,000	6	2,068,000	8	2,553,000	19	6,182,000
October	16	5,143,000	12	3,812,000	9	2,952,000	7	2,328,000	15	4,986,000
November	14	4,593,000	10	3,330,000	9	2,960,000	9	3,040,000		
December	18	5,784,000	10	3,168,000	10	3,226,000	7	2,214,000		
TOTAL	133	43,562,000	133	43,371,000	107	34,880,000	101	33,101,000	134	43,571,000
% of Contracted Water Used:	56%		55%		44%		42%		56%	

Year-to-Date Summary in Acre Feet	
Available:	6770
Used:	4411
Remaining:	35%