



## Board Meeting Minutes

Wednesday November 19, 2025 @ 7:00 P.M.  
102 West Forest Street  
Brigham City, UT 84302

**In Attendance:** Jay Capener, Chairman  
Lyle Holmgren, Financial Chairman  
Mike Braegger  
Kelly Lemmon  
Joseph Summers  
DJ Bott  
Tim Munns

**Excused:** Riggin Holmgren  
Brodie Calder  
Boyd Bingham  
Lesley Kendrick

**Staff:** Chance Baxter, General Manager  
Jamie Williams, Office Manager  
Cody Deeter, EFG Consultants

### **1- WELCOME**

Chairman Jay Capener called the meeting to order at 7:00 pm

### **2- INVOCATION & PLEDGE OF ALLEGIANCE**

Offered by Trustee Kelly Lemmon

### **3- DECLARATION OF CONFLICTS OF INTEREST**

No conflicts declared

### **4- CONSENT AGENDA**

#### **4.1 Adoption of Agenda**

#### **4.2 Approval of Minutes – October 22, 2025**

Financial Chairman Lyle Holmgren made a motion to adopt items listed on the consent agenda, motion was seconded by Trustee DJ Bott; all members vote aye, motion passed.

### **5- APPROVAL OF FINANCIAL STATEMENTS – SEPTEMBER 2025**

Financial Chairman Lyle Holmgren stated that after reviewing the October financials and bank statements he found them to be in order. Trustee Tim Munns made a motion to approve the financial statements for October 2025, motion was seconded by Trustee Mike Braegger; all members vote aye, motion passed.

### **6- PUBLIC HEARING (action may be taken following the public hearing as deemed necessary)**

Trustee DJ Bott made a motion to open a public hearing for the purpose of amending the Water Service Policy, to include water rates specific to District owned property, motion seconded by Trustee Tim Munns; all members vote aye, motion passed.

Seeing no public in attendance, Trustee Tim Munns made a motion to close the public hearing and move back into the regular meeting, motion seconded by Trustee DJ Bott; all members vote aye, motion passed.

Trustee DJ Bott made a motion to approve the proposed amendments to the water service policy, specifically incorporating the verbiage discussed in the previous meeting and outlined in Section 2, 7.1 of the packet. *The District may provide water service to District-owned property at a rate that is "unique to this use"*. The motion was seconded by Trustee Tim Munns; all members vote aye, motion passed.

## **7- ACTION ITEMS**

### **7.1 Review and approve the 2026 Tentative Budget and set public hearing for final adoption**

Cody Deeter with EFG Consulting, reviewed the 2026 Tentative Budget, which included a 2.2% increase in operational expenses. The budget accounted for potential capital projects, such as the Bothwell project, which would be funded by a combination of water revenue bonds and impact fees from Tremonton City, if Tremonton City purchases additional water from the District. The board discussed the possibility of issuing bonds to fund the project, with the revenue from the bond issuance being supported by the rates of all water users.

They also reviewed the debt service coverage ratio, which showed that the district had a healthy amount of operating revenue to cover debt service. The budget included the 3% rate increase that was approved in 2024 for retail and wholesale rates, which would result in a gradual increase in rates every year for 5 years which was effective in 2025.

The board discussed the need to distinguish between different projects in the budget, such as the Bothwell project to include Tremonton to avoid confusion. They also reviewed the cash reserves and non-operating income, including property tax and impact fees.

Overall, the budget review showed that the district was in a good financial position, with a healthy amount of cash reserves and a stable revenue stream.

Trustee DJ Bott made a motion to approve the 2026 Tentative Budget and set the public hearing for final approval for December 10, 2025, motion was seconded by Financial Chairman Lyle Holmgren; all members vote aye, motion passed.

(Tentative Budget attached)

### **7.2 Fraud Risk Assessment**

Jamie Williams presented the Fraud Risk Assessment for 2025, which is a required annual report by the state. The assessment showed that the district is at a very low risk for fraud, with a score of 375.

Williams explained that the assessment looks for mitigating controls, such as ensuring that multiple people are involved in financial transactions and that there are checks and balances in place.

The board did not take any action on the report, as only a review of the assessment is required. Williams noted that she would follow up on the ethical behavior policy and ensure that it is signed by the board.

## **PUBLIC COMMENT**

No public comment

**TRUSTEES REPORT**

**Lyle Holmgren**

No report

**Mike Braegger**

No report

**Kelly Lemmon**

No report

**Joe Summers**

No report

**DJ Bott**

Bott reported on the replacement of the aqueduct in Brigham City, which is currently underway and expected to be completed by the beginning of next year's irrigation season. Bott also addressed questions about the nuclear power project.

**Tim Munns**

No report

**Jay Capener**

No report

**ADJOURNMENT**

Trustee DJ Bott made a motion to adjourn, motion seconded by Financial Chairman Lyle Holmgren; all members vote aye, motion passed.



## Bear River Water Conservancy District

2026 Budget

	Actual	Budget	Budget
	2024	2025	2026
<b>Growth</b>			
Average Monthly Retail Fee per ERC	77.50	\$ 75.96	\$ 78.24
Annual Retail Rate Increase	37.15%	3.00%	3.00%
Total Beginning Retail Users		295	310
Total New Retail Users	-	15	22
Total Ending Retail Users	295	310	332
Retail Growth Rate		5.08%	7.10%
Wholesale Rate/AF	\$ 465.75	\$ 478.95	\$ 493.32
Wholesale Rate Increase	35.00%	3.00%	3.00%
<b>Operating Revenue</b>			
<b>Water Sales</b>			
<b>Retail</b>			
5141 Beaver Dam Dry Taps	600	600	600
5142 Beaver Dam Retail	22,500	23,175	24,439
5152 Bothwell M&I Retail	70,000	72,100	82,927
5161 Collinston Dry Taps	11,235	11,572	11,919
5162 Collinston Retail	68,000	70,040	74,718
5172 Harper Ward Retail	111,000	114,330	120,003
5173 Harper Ward Dry Taps	-	-	-
5182 South Willard Retail	2,840	2,925	4,519
5190 Water Testing Reimbursed	240	247	255
<b>Wholesale</b>			
5153 Bothwell M&I Wholesale	292,000	300,760	309,783
5163 Collinston Wholesale	79,000	81,370	83,811
5183 South Willard Wholesale	21,500	22,145	22,809
<b>Rental Income</b>			
5212 Farm Power Reimbursement	40,000	40,000	-
5213 Farm Rent	80,700	83,121	-
5214 Office Space Rental	-	-	-
5215 Riverside North Garland Lease	2,218	2,218	2,218



5216 Ukon Sublease	12,286	12,286	12,286
5217 Farm Water Sales			275,000
5218 Farm Land Lease			23,500
5219 Farm Building Lease		-	-
<b>Total Operating Revenue</b>	<b>814,119</b>	<b>836,889</b>	<b>1,048,787</b>

	Actual	Budget	Budget
	2024	2025	2026
<b>Operating Costs</b>			
<b>Wages</b>			
6110 Gross Wages	486,000	649,136	649,136
6111 Gross Wages: Bonuses	-	-	-
6112 Trustees Payroll Expense	10,000	12,360	12,000
6144 Payroll Expense - Other	4,000	4,994	-
<b>Benefits</b>			
6131 FICA Expense	38,097	54,936	56,584
6132 SUTA Expense	1,045	1,507	1,552
6133 Employee Health Insurance	137,850	198,780	198,780
6134 Dental Insurance Expense	7,500	10,815	10,815
6135 Employee Life Insurance	637	919	919
6136 Employee LT Disability	2,596	3,743	3,743
6138 Vision Insurance Expense	1,245	1,795	1,795
6139 HSA Contribution-Employer Paid	24,000	34,608	34,608
6140 Retirement & Benefits	89,650	129,275	129,275
6141 Workers Compensation	4,500	6,489	6,489
6143 General Gov Pension Expense	2,880	4,153	-
<b>Operations</b>			
6191 Uniforms-Office Personnel	450	450	450
6192 Uniforms-Systems Operators	600	600	1,050

6210 Memberships & Registrations		20,000	25,000
	8,000		
6232 Mileage Reimbursement	10,000	10,000	10,000
6233 Travel Expenses & Meals		10,000	15,000
	8,000		
6241 Office Supplies & Postage	12,000	12,000	12,000
6261 Automotive Repairs			8,000
	8,000	8,000	
6262 Office Building Repairs & Maintenance	22,500	20,000	20,000
6263 Computer/Networking	11,000	20,000	20,000
6281 Office Utilities	10,000	15,000	15,000
6282 Telephone & Internet	10,000	12,000	12,000
6310 Lobbying	-	50,000	50,000
6311 Legal	60,000	60,000	60,000
6312 Accounting	25,000	50,000	50,000
6313 Engineering	70,000		
		100,000	100,000
6314 Exploration & Studies	150,000		
		300,000	300,000
6320 Engineering Howell Town (2025)		15,000	
6322 County Water Master Plan			
		175,000	
6448 Equipment and Tools	80,000	80,000	80,000
6449 Operating Supplies	45,000	20,000	20,000
6450 Beaver Dam O&M Expenses	30,000	30,000	30,000
6451 Bothwell System O&M Expenses	140,000		
		140,000	200,000
6452 Collinston System O&M Expenses	75,000	75,000	75,000
6453 Harper Ward System O&M Expenses	125,000		
		125,000	125,000

	Actual	Budget	Budget
	2024	2025	2026
6454 So Willard System O&M Expenses	30,000	30,000	30,000
6456 SCADA	50,000	50,000	50,000
6457 System O&M Expenses Fuel	25,000	20,000	20,000
6461 Water Service Connection Costs	10,000	10,000	10,000
6480 Weather Modification Expense	56,100	60,000	60,000
6490 Advertising & Media	7,000	7,000	7,000
6491 Printing and Reproduction	5,000	5,000	5,000
6510 Auto Insurance	4,000	4,000	7,000
6511 Fidelity Bonds	3,000	10,000	10,000

6512 Liability Insurance		10,000	10,000	10,000
6611 Bank Service Charges		1,000	1,500	1,500
6612 Merchant Card Services		3,500	3,500	3,500
6613 Bad Debt		150	150	150
<b>Water purchased</b>				
6672 Water Purchased-BC		50,000	50,000	50,000
6673 Water Purchased-Deweyville		20,000	20,000	20,000
<b>Depreciation</b>				
6690 Depreciation		400,000	400,000	412,000
6691 Amortization Expense				
Add Back Depreciation		(400,000)	(400,000)	(412,000)
<b>Total Operating Costs</b>		<b>1,985,300</b>	<b>2,742,710</b>	<b>2,618,346</b>
<b>Net Operating Income</b>		<b>(1,171,181)</b>	<b>(1,905,821)</b>	<b>(1,569,560)</b>
<b>Non-Operating</b>				
<b>Non-Operating Income</b>				
<b>Property taxes</b>				
5501 Property Taxes		1,731,797	1,787,326	1,822,919
5502 Property Tax RDA		125,080	125,080	128,832
<b>Grants</b>				
5511 Weather Modification Grant		29,200	30,000	30,000
5512 Regional Drought Planning		-	-	-
5515.1 BR Canal PL 566	PL-566	750,000	750,000	244,330
<b>Impact fees</b>				
5521 Beaver Dam Impact Fees	-	-	-	-
5522 Bothwell Impact Fees	13,058	-	91,405	7,601,809
5523 Collinston Impact Fees	12,868	-	38,603	38,603
5524 Harper Ward Impact Fees	8,410	-	16,821	16,821
5525 South Willard Impact Fees	3,886	-	7,772	11,657
<b>Other non-operating income</b>				
5310 Connection Fees Collected	3,000	15,000	45,000	66,000
5410 Finance Charge Income		2,800	2,800	-
5610 Interest Income		60,000	-	85,000
5611 Bad Debt--inactive		-	-	-
		Actual	Budget	Budget
		2024	2025	2026
5630 Gain on Disposal of Asset		-	-	-

5631 Contributed Capital		88,150	-	-
5640 Contribution from Fund Balance		-	-	-
<b>Non-Operating Expenses</b>				
<b>Contributions to other governments</b>				
6910 Contr. to other Gov'ts-RDA Encl		(125,080)	(125,080)	(128,832)
6911 Contr. to Other Governments		-	-	-
6313.5 BR Canal PL 566	PL-566	(750,000)	(750,000)	(244,330)
Thatcher Penrose IFFP	Other			(20,000)
Deweyville Pipeline	Other			(35,000)
Willard City PRV	Other			(75,000)
Mantua Town Generator	Other			(50,000)
Total Non-Operating Revenue (Expenses)		1,926,947	2,019,726	9,492,810
Net Revenue Before Debt Service		755,766	113,906	7,923,250
Debt Service Coverage Ratio		2.50	0.40	19.60
Debt Service				
2008 South Willard Bond		116,126	115,892	115,614
2013 Beaver Dam Bond		8,000	8,000	8,000
2014 Collinston Bond		104,348	104,796	104,238
2018 Master Plan Bond		10,000	10,000	10,000
2020 Flat Canyon Well Bond		2,000	3,000	2,000
2021 Harper Ward Test Well		7,000	7,000	7,000
2024 SRF Loan		-	35,500	157,400
<b>Proposed 2026 Bonds</b>				
Total Debt Service		302,614	284,188	404,252
Net After Debt Service		453,153	(170,282)	7,518,998

Other Sources				
2024 Bond Proceeds	SRF	2,840,000		
Proposed 2026 Bonds				8,500,000
Developer Contribution (Bothwell Segment A)				
Proposed 2030 Bonds				
<b>Grants</b>				
5510 State Grants	GOEO	-	900,000	100,000
5510 State Grants	CIB/County Water Master Plan		175,000	
5515 Federal Grants	USBR	434,724	1,580,223	-
5516 County ARPA Fund Grant		595,851	354,294	
Sale of Capital Assets -7 Acres				
Total Other Sources		3,870,574	3,009,517	8,600,000

		Actual	Budget	Budget
		2024	2025	2026
Capital Projects				
Pipe Segment A (10800 West & 12800 North to I-84) Bothwell		-		3,075,000
Pipe Segment B (Tank & 10800 West to 13600 North) Bothwell		-		3,539,000
Pipe Segment C (Along I-84 from 12800 North to 1000Bothwell		-		4,100,000
2.5m Gallon Storage Tank with Segment B	Bothwell	-		3,100,000
Collinston Project	Collinston	-	-	-
Additional Source - Future Well East Side	Collinston	-	-	-
Harper Well	Harper Ward	-	2,814,560	-
500,000 Gallon Storage Tank	Harper Ward	-	1,800,000	-
Transmission Line	Harper Ward	-	390,000	-
South Willard Well #2 - Drilling	South Willard	-	2,000,000	-
South Willard Pump House	South Willard			900,000
Transmission Line	South Willard	-	300,000	100,000
Transmission Line	Beaver Dam		-	-
Farm Building Purchase	Other			63,172
Depreciation or Asset Replacement		400,000	-	-
Total Capital Projects		400,000	7,304,560	14,877,172
Change in Cash		3,923,727	(4,465,325)	1,241,826
Beginning Cash		5,025,296	8,949,023	4,483,698
Ending Cash		8,949,023	4,483,698	5,725,524

**Bear River Water Conservancy District**  
**Check Register**  
**All Bank Accounts - 11/01/2025 to 11/30/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
1Wire Fiber	4842	1439739	11/01/2025	11/07/2025	394.44	Internet & Phone Service	6282 - Telephone Telephone	
Amazon Capital Services	4843	1L4F-TGXX-G3N	11/05/2025	11/07/2025	20.87	Office Supplies	6241 - Office Supplies & Postage	
Amazon Capital Services	4843	1YK7-VQ41-9PVJ	11/01/2025	11/07/2025	51.71	breakroom supplies / Splitter	6241 - Office Supplies & Postage	
					\$72.58			
Bishop Consulting Group	4844	1027	10/31/2025	11/07/2025	3,750.00	October 2025 Consulting/lobbying services	6310 - Lobbying	
Brigham City Lab	4845	11535	10/24/2025	11/07/2025	20.00	251006-26 Hot Springs	6454 - So Willard System O&M Expens	
Brigham City Lab	4845	11535	10/24/2025	11/07/2025	20.00	251006-27 Collinston	6452 - Collinston System O&M Expens	
Brigham City Lab	4845	11535	10/24/2025	11/07/2025	20.00	251006-28 Collinston	6452 - Collinston System O&M Expens	
Brigham City Lab	4845	11535	10/24/2025	11/07/2025	20.00	251006-29 Harper Ward	6453 - Harper Ward System O&M Expe	
Brigham City Lab	4845	11535	10/24/2025	11/07/2025	20.00	251006-30 South Willard	6454 - So Willard System O&M Expens	
Brigham City Lab	4845	11535	10/24/2025	11/07/2025	20.00	251006-31 Bothwell	6451 - Bothwell System O&M Expense	
Brigham City Lab	4845	11535	10/24/2025	11/07/2025	20.00	251006-32 Beaver Dam	6450 - Beaver Dam O&M Expenses	
Brigham City Lab	4845	11535	10/24/2025	11/07/2025	20.00	251006-33 Bothwell	6451 - Bothwell System O&M Expense	
					\$160.00			
Clean Crew	4846	2-0208	11/03/2025	11/07/2025	360.00	Office Cleaning - October	6262 - Building Repairs & Maintenance	
Cohne Kinghorn	4847	362684	11/01/2025	11/07/2025	570.00	General Matters - Water service polity	6311 - Legal	
Cohne Kinghorn	4847	362685	11/01/2025	11/07/2025	2,100.00	Brigham City Withdrawal	6311 - Legal	
					\$2,670.00			
Econo Waste Inc	4848	669230	10/30/2025	11/07/2025	169.00	Trash Removal Service - dumpster	6262 - Building Repairs & Maintenance	
Greer's Hardware	4849	B886289	10/23/2025	11/07/2025	27.99	parts	6449 - Operating Supplies	
Greer's Hardware	4849	B887123	10/28/2025	11/07/2025	7.60	parts and supplies	6449 - Operating Supplies	
Greer's Hardware	4849	B887125	10/28/2025	11/07/2025	5.81	parts and supplies	6449 - Operating Supplies	
					\$41.40			
Health Equity	4850	pru7wj	11/06/2025	11/07/2025	10.50	HSA Monthly Fee	6139 - HSA Contribution-Employer Paid	
In-Situ	4851	HV33960	11/03/2025	11/07/2025	211.75	Professional Cellular	6452 - Collinston System O&M Expens	
Kent's Market	4852	01-922296	11/01/2025	11/07/2025	87.64	Breakroom Supplies	6241 - Office Supplies & Postage	
MeterWorks	4853	11217	10/30/2025	11/07/2025	517.40	Meter - Whites Valley	6461 - Water Service Connection Costs	
MeterWorks	4853	11218	10/30/2025	11/07/2025	5,243.22	meter 4"	6452 - Collinston System O&M Expens	
					\$5,760.62			
Mountainland Supply Company	4854	S107423425.001	11/04/2025	11/07/2025	20.09	Parts	6451 - Bothwell System O&M Expense	
Orkin	4855	287552952	11/01/2025	11/07/2025	105.00	November 2025 Service	6262 - Building Repairs & Maintenance	
PEAK Companies	4856	7282335	11/01/2025	11/07/2025	150.00	Monitoring 11/01/2025 - 1/31/2025	6262 - Building Repairs & Maintenance	
PEHP Long Term Disability	4857	PR101125-638	10/14/2025	11/07/2025	73.55	Long Term Disability	2225.4 - Long Term Disability payable	
PEHP Long Term Disability	4857	PR102525-638	10/28/2025	11/07/2025	74.49	Long Term Disability	2225.4 - Long Term Disability payable	
					\$148.04			
Rocky Mountain Power	4858	10172025	10/17/2025	11/07/2025	24.66	9/16/2025 - 10/16/2025	6451 - Bothwell System O&M Expense	
Smith And Edwards Co., Inc.	4859	317603	10/01/2025	11/07/2025	229.94	Clothing allowance - Richard Williams	6192 - Uniforms-Systems Operators	
Smith And Edwards Co., Inc.	4859	317605	10/01/2025	11/07/2025	24.99	Clothing allowance - Wyatt Stephens	6192 - Uniforms-Systems Operators	
Smith And Edwards Co., Inc.	4859	319124	10/22/2025	11/07/2025	44.99	Clothing allowance - Wyatt Stephens	6192 - Uniforms-Systems Operators	
					\$299.92			
Ukon Water Company	4860	10312025	11/03/2025	11/07/2025	55.00	2025 Stock Assessment (pay to 12/31/2025)	6210 - Memberships & Registrations	
VISA	4861	10282025	11/07/2025	11/07/2025	740.76	10/1/2025-10/31/2025	2150 - CC Clearing Account	
Wheeler Machinery Co.	4862	RS0000337055	11/01/2025	11/07/2025	16,325.00	Skid Steer annual lease	6449 - Operating Supplies	
JUB Engineers - Logan	4863	0189309	10/07/2025	11/07/2025	791.50	Secondary Water Study	6313 - Engineering	
JUB Engineers - Logan	4863	0189310	10/07/2025	11/07/2025	1,483.70	Thatcher Penrose Capital Facilities assistance	6313 - Engineering	

**Bear River Water Conservancy District**  
**Check Register**  
**All Bank Accounts - 11/01/2025 to 11/30/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
JUB Engineers - Logan	4863	0189312	10/07/2025	11/07/2025	<u>1,524.10</u> \$3,799.30	General Services	6313 - Engineering	
Hansen Allen & Luce Inc.	4864	55779	09/18/2025	11/07/2025	2,792.50	General Consulting 8/1/2025 - 8/31/2025	6313 - Engineering	
Hansen Allen & Luce Inc.	4864	55790	09/18/2025	11/07/2025	<u>1,224.50</u> \$4,017.00	Sleepy Hollow Springs Pipeline - 8/1/2025 - 8/31/20	1600 - Work in Process	
Hansen Allen & Luce Inc.	4865	55791	09/18/2025	11/07/2025	3,554.80	Harper Ward Well and Tank 8/1/2025 - 8/31/2025	1600 - Work in Process	
JUB Engineers - Logan	4866	0189305	10/07/2025	11/07/2025	17,646.00	BR Lower - Plan EIS #20	6313.5 - BR Canal PL 566	
JUB Engineers - Logan	4867	0189306	10/07/2025	11/07/2025	18,838.00	County Water Master Plan (BRWCD)	6314 - Exploration & Studies	
JUB Engineers - Logan	4867	0189306	10/07/2025	11/07/2025	<u>18,838.00</u> \$37,676.00	County Water Master Plan (CIB)	6322 - County Water Master Plan	
DGO/Fleet Operations-Fuel Network	4868	F2604E00753	11/04/2025	11/10/2025	1,453.10	System Fuel - October 2025	6457 - System O&M Expenses Fuel	
Golden Spike Electric	4869	30031	11/03/2025	11/10/2025	49,754.27	Generator	1600 - Work in Process	
Rainmaker Technology Corporation	4870	INV50	11/01/2025	11/10/2025	8,000.00	Fixed Costs for November 2025	6480 - Weather Modification Expense	
Amazon Capital Services	4871	14HN-YM9L-GFF	11/17/2025	11/19/2025	31.98	breakroom supplies	6241 - Office Supplies & Postage	
Amazon Capital Services	4871	1NDT-3D6M-GC	11/17/2025	11/19/2025	32.09	Office Supplies	6241 - Office Supplies & Postage	
Amazon Capital Services	4871	1W4M-P3GR-G3	11/17/2025	11/19/2025	<u>37.00</u> \$101.07	Office Supplies	6241 - Office Supplies & Postage	
Brigham City Corporation - Utilities	4872	10302025	10/30/2025	11/19/2025	75.90	9/18/2025 - 10/20/2025 (shed)	6281 - Utilities Utilities	
Brigham City Corporation - Utilities	4872	103020252	10/30/2025	11/19/2025	617.74	9/18/2025 - 10/20/2025	6281 - Utilities Utilities	
Brigham City Corporation - Utilities	4872	103020253	10/30/2025	11/19/2025	<u>4,073.14</u> \$4,766.78	9/30/2025 - 10/30/2025	6672 - Water Purchased-BC	
Bugnappers	4873	222988	10/23/2025	11/19/2025	40.00	lawn application	6262 - Building Repairs & Maintenance	
Chemtech Ford, LLC	4874	25K0337	11/10/2025	11/19/2025	129.00	Beaver Dam - Metals Preparation	6450 - Beaver Dam O&M Expenses	
Chemtech Ford, LLC	4874	25K0338	11/10/2025	11/19/2025	<u>43.00</u> \$172.00	Beaver Dam - Metals Preparation	6450 - Beaver Dam O&M Expenses	
EFG-Consulting	4875	1328	11/01/2025	11/19/2025	1,250.00	October 2025 Invoice	6312 - Accounting	
Freedom Mailing Services, Inc.	4877	51613	11/05/2025	11/19/2025	220.98	Monthly Utility Bills	6491 - Printing and Reproduction	
Home Depot Credit Services	4878	6026712	11/05/2025	11/19/2025	42.25	in line duct fan	6452 - Collinston System O&M Expens	
Les Olson	4879	EA1615071	11/10/2025	11/19/2025	82.96	Quarterly Contract Billing - Sharp Copier	6241 - Office Supplies & Postage	
Mountainland Supply Company	4880	S107384481,001	10/31/2025	11/19/2025	766.87	CLAVAL Strainer and speed control	6452 - Collinston System O&M Expens	
PEHP Group Insurance	4881	674484	11/15/2025	11/19/2025	74.44	Vision Insurance 12/1/2025	6138 - Vision Insurance Expense	
PEHP Group Insurance	4881	674484	11/15/2025	11/19/2025	473.06	Dental Insurance 12/1/2025	6134 - Dental Insurance Expense	
PEHP Group Insurance	4881	674484	11/15/2025	11/19/2025	<u>9,504.96</u> \$10,052.46	Group Health Insurance 12/1/2025	6133 - Employee Health Insurance	
Pelorus Methods Inc	4882	251201	11/01/2025	11/19/2025	900.00	Software Support	6210 - Memberships & Registrations	
Square One Printing	4884	466441	11/07/2025	11/19/2025	377.94	window security envelopes	6241 - Office Supplies & Postage	
Utah Division of Water Rights	4885	a37735 (29-693)	11/19/2025	11/19/2025	150.00	Water Right extension	6450 - Beaver Dam O&M Expenses	
Verizon	4886	6127817088	11/06/2025	11/19/2025	40.03	Beaver Dam Scada	6450 - Beaver Dam O&M Expenses	
Verizon	4886	6127817088	11/06/2025	11/19/2025	52.01	SCADA Office	6282 - Telephone Telephone	
Verizon	4886	6127817088	11/06/2025	11/19/2025	120.03	Bothwell SCADA Communications	6451 - Bothwell System O&M Expense	
Verizon	4886	6127817088	11/06/2025	11/19/2025	<u>160.04</u> \$372.11	Collinston SCADA Communications	6452 - Collinston System O&M Expens	
Rocky Mountain Power	4887	11042025	11/04/2025	11/19/2025	732.49	10/3/2025 - 11/3/2025	6452 - Collinston System O&M Expens	
Rocky Mountain Power	4887	11052025	11/05/2025	11/19/2025	294.18	10/6/2025 - 11/4/2025	6452 - Collinston System O&M Expens	

**Bear River Water Conservancy District  
Check Register  
All Bank Accounts - 11/01/2025 to 11/30/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Rocky Mountain Power	4887	110520252	11/05/2025	11/19/2025	65.43	10/6/2025 - 11/4/2025	6452 - Collinston System O&M Expens	
Rocky Mountain Power	4887	110520253	11/05/2025	11/19/2025	160.46	10/6/2025 - 11/4/2025	6450 - Beaver Dam O&M Expenses	
Rocky Mountain Power	4887	110520254	11/05/2025	11/19/2025	462.49	10/6/2025 - 11/4/2025	6452 - Collinston System O&M Expens	
Rocky Mountain Power	4887	11102025	11/10/2025	11/19/2025	26.19	10/9/2025 - 11/7/2025	6451 - Bothwell System O&M Expense	
Rocky Mountain Power	4887	11132025	11/13/2025	11/19/2025	790.25	10/13/2025 - 11/12/2025	6454 - So Willard System O&M Expens	
Rocky Mountain Power	4887	1132025	11/03/2025	11/19/2025	10.29	10/2/2025 - 10/31/2025	6453 - Harper Ward System O&M Expe	
Rocky Mountain Power	4887	1172025	11/07/2025	11/19/2025	12.22	10/08/2025 - 11/06/2025	6451 - Bothwell System O&M Expense	
					\$2,554.00			
Amazon Capital Services	EFT	1JCL-QP33-DXT	11/18/2025	11/18/2025	31.94	Vacuum replacement hose	6241 - Office Supplies & Postage	
Dept of Treasury Internal Revenue S	EFT	PR110825-553	11/10/2025	11/14/2025	442.24	Medicare Tax	2221 - Fed & Fica payable	
Dept of Treasury Internal Revenue S	EFT	PR110825-553	11/10/2025	11/14/2025	1,095.00	Federal Income Tax	2221 - Fed & Fica payable	
Dept of Treasury Internal Revenue S	EFT	PR110825-553	11/10/2025	11/14/2025	1,891.00	Social Security Tax	2221 - Fed & Fica payable	
Dept of Treasury Internal Revenue S	EFT	PR112225-553	11/25/2025	11/28/2025	443.10	Medicare Tax	2221 - Fed & Fica payable	
Dept of Treasury Internal Revenue S	EFT	PR112225-553	11/25/2025	11/28/2025	1,099.00	Federal Income Tax	2221 - Fed & Fica payable	
Dept of Treasury Internal Revenue S	EFT	PR112225-553	11/25/2025	11/28/2025	1,894.68	Social Security Tax	2221 - Fed & Fica payable	
Dept of Treasury Internal Revenue S	EFT	PR113025-553	11/25/2025	11/28/2025	18.02	Medicare Tax	2221 - Fed & Fica payable	
Dept of Treasury Internal Revenue S	EFT	PR113025-553	11/25/2025	11/28/2025	76.88	Social Security Tax	2221 - Fed & Fica payable	
Enbridge Gas UT WY ID	EFT	1162025	11/06/2025	11/07/2025	85.75	10/7/2025 - 11/6/2025	6281 - Utilities Utilities	
Utah Local Governments Trust	EFT	M1623059	11/12/2025	11/12/2025	4.68	Accidental Dental - Monthly	6134 - Dental Insurance Expense	
Utah Local Governments Trust	EFT	M1623060	11/12/2025	11/12/2025	172.94	Workers Comp premium	6141 - Workers Compensation	
Utah Retirement Systems	EFT	PR110825-683	11/10/2025	11/10/2025	88.92	Roth IRA	2223.2 - Roth payable	
Utah Retirement Systems	EFT	PR110825-683	11/10/2025	11/10/2025	1,036.06	URS 401k Additional	2223.1 - 401K payable	
Utah Retirement Systems	EFT	PR110825-683	11/10/2025	11/10/2025	2,393.06	URS Retirement	2223.1 - 401K payable	
Utah Retirement Systems	EFT	PR112225-683	11/25/2025	11/25/2025	88.92	Roth IRA	2223.2 - Roth payable	
Utah Retirement Systems	EFT	PR112225-683	11/25/2025	11/25/2025	1,035.20	URS 401k Additional	2223.1 - 401K payable	
Utah Retirement Systems	EFT	PR112225-683	11/25/2025	11/25/2025	2,397.49	URS Retirement	2223.1 - 401K payable	
Utah State Tax Commission	EFT	PR110825-685	11/10/2025	11/14/2025	616.00	State Income Tax	2222 - State Withholding Payable	
Utah State Tax Commission	EFT	PR112225-685	11/25/2025	11/28/2025	617.00	State Income Tax	2222 - State Withholding Payable	
Xpress Bill Pay	EFT	INV-XPR029475	11/05/2025	11/05/2025	232.02	October 2025 payment processing	6612 - Merchant Card Services	
					\$15,759.90			
Capener, Jay A	x999	11252025A	11/25/2025	11/25/2025	-392.48	Void and Reissue Payroll checks 4382,4479,4537	1803 - Suspense	
					<b>\$194,673.51</b>			



**Bear River Water Conservancy District**  
**Standard Financial Report**  
**Operations - 11/01/2025 to 11/30/2025**  
**91.67% of the fiscal year has expired**

	<u>Prior Year Actual</u>	<u>November Actual</u>	<u>Current Year Actual</u>
<b>Net Position</b>			
<b>Assets:</b>			
<b>Current Assets</b>			
<b>Cash and cash equivalents</b>			
1100 First Community Checking	409,140.03	(49,103.89)	81,733.72
1101 First Community Savings	80,154.73	0.00	80,998.68
1103 Petty Cash	1,659.19	0.00	1,513.39
1110 Xpress Bill Pay Clearing	34,743.23	(17,807.85)	29,428.38
1120 PTIF 0239	1,692,014.73	19,145.24	1,270,090.96
1121 PTIF 2258 Depreciation Savings	680,540.29	(18,935.41)	992,311.53
1130 PTIF 4446 Bothwell Impact Fee	70,008.92	0.00	153,767.14
1131 PTIF 4447 HW Impact Fee	20,487.94	0.00	14,007.98
1133 PTIF 4815 Valley Investment	41,333.35	5,987.00	79,035.58
1134 PTIF 8438 Collinston Impact Fee	24,403.78	0.00	22,216.51
1135 PTIF 8439 Beaver Dam Impact Fee	50,707.58	0.00	52,622.03
1136 PTIF 8585 S.W. Impact Fee	14,292.73	0.00	25.31
1141 PTIF 5071 2008 LBA CapFac SW/	273,301.04	0.00	283,619.42
1142 PTIF 5072 1993-99 CapFac BW/H	125,083.32	0.00	140,344.66
1143 PTIF 5074 2020 Flat Canyon from	117,503.03	0.00	121,939.31
1144 PTIF 5076 1995B Res 2008D TP	76.52	0.00	0.00
1147 PTIF 5082 1993 Res 2008A Land	2,444.92	0.00	0.00
1148 PTIF 5379 2014-2008 LBA Res S	257,570.65	0.00	267,295.15
1149 PTIF 5675 2011 Cap Fac BD	12,162.07	0.00	13,417.63
1150 PTIF 5676 2011 Reserve BD	10,951.95	0.00	11,365.44
1151 PTIF 8317 2016 Res MP	9,169.32	0.00	9,515.52
1152 PTIF 6001 Project Funding SRF	2.49	0.00	0.00
1153 PTIF 7374 SRF	1,349,042.70	0.00	231,089.91
1175 Undeposited Receipts	(1,257,649.70)	17,227.30	17,227.30
<b>Total Cash and cash equivalents</b>	<b>4,019,144.81</b>	<b>(43,487.61)</b>	<b>3,873,565.55</b>
<b>Receivables</b>			
1311 Accounts Receivable	157,646.65	(32,955.39)	21,696.24
1312 Lease Receivable	191,624.53	0.00	191,624.53
1313 Grants Receivable - USBR	261,212.89	0.00	261,212.89
1314 Grants Receivable - USDA	146,932.00	0.00	146,932.00
1315 Grants Receivable - CIB	63,202.00	0.00	63,202.00
1316 Weather Modification Receivable	22,500.00	0.00	22,500.00
1319 Allowance for Doubtful Accts.	(2,000.00)	0.00	(2,000.00)
1411 REC. FROM OTHER GOV'TS	342,647.68	0.00	0.00
<b>Total Receivables</b>	<b>1,183,765.75</b>	<b>(32,955.39)</b>	<b>705,167.66</b>
<b>Other current assets</b>			
1541 Prepaid Insurance	5,736.60	0.00	5,736.60
<b>Total Other current assets</b>	<b>5,736.60</b>	<b>0.00</b>	<b>5,736.60</b>
<b>Total Current Assets</b>	<b>5,208,647.16</b>	<b>(76,443.00)</b>	<b>4,584,469.81</b>
<b>Non-Current Assets</b>			
<b>Capital assets</b>			
<b>Work in Process</b>			
1600 Work in Process	4,297,420.39	56,246.45	6,640,320.01
1603.2 Flat Canyon Well	488,623.41	0.00	488,623.41
1603.3 Harper Ward Test Well	509,272.99	0.00	509,272.99
<b>Total Work in Process</b>	<b>5,295,316.79</b>	<b>56,246.45</b>	<b>7,638,216.41</b>
<b>Property</b>			
1601 BE County Meter Station	4,633.22	0.00	4,633.22
1602.1 Collinston Project	4,116,322.80	0.00	4,116,322.80
1602.2 Blending Plan	44,954.67	0.00	44,954.67
1602.3 Waterline Extension-Sierra 202	171,240.65	0.00	171,240.65
1604.1 SW Well 2014	552,034.15	0.00	552,034.15
1605.1 WCWC Connection Line	118,492.32	0.00	118,492.32
1606.2 Bothwell Tank Overflow Pond	2,640.57	0.00	2,640.57
1610 ROU Asset	47,031.00	0.00	47,031.00
1611 Land and Water Rights	1,242,311.82	0.00	1,242,311.82
1621 Buildings	528,972.99	0.00	528,972.99
1640 Water Distributions Systems - Ot	77,921.71	0.00	77,921.71
1641 Beaver Dam Water System	1,959,379.46	0.00	1,959,379.46

# Bear River Water Conservancy District

## Standard Financial Report

Operations - 11/01/2025 to 11/30/2025

91.67% of the fiscal year has expired

	Prior Year Actual	November Actual	Current Year Actual
1642 Booster Station	22,535.08	0.00	22,535.08
1643 Bothwell meter station	24,428.11	0.00	24,428.11
1644 Country Classics	89,500.00	0.00	89,500.00
1646 Harper Ward System	1,119,200.63	0.00	1,119,200.63
1647 Honeyville Connection	16,497.50	0.00	16,497.50
1648 Newman Well	481,809.72	0.00	481,809.72
1649 RS/NG Meter Station	34,733.35	0.00	34,733.35
1650 Stevenson Farms #1	120,000.00	0.00	120,000.00
1651 TP-Backup Well	293,826.10	0.00	293,826.10
1652 TP 12" bypass system	283,221.18	0.00	283,221.18
1653 Tremonton Project	2,097,405.34	0.00	2,097,405.34
1654 WCorinne/Corinne Mtr Stn	79,881.97	0.00	79,881.97
1655 South Willard Water System	2,976,032.07	0.00	2,976,032.07
1657 BackupWell Enclosure	71,702.02	0.00	71,702.02
1661.1 Equipment	616,487.72	0.00	616,487.72
1661.2 Bothwell System Generator	129,602.70	0.00	129,602.70
1671.3 2020 Dodge Ram Truck	51,148.75	0.00	51,148.75
<b>Total Property</b>	<b>17,373,947.60</b>	<b>0.00</b>	<b>17,373,947.60</b>
<b>Accumulated depreciation</b>			
1721 Accumulated Depreciation	(5,498,722.03)	(34,373.66)	(5,876,832.29)
1722 Accumulated Amortization	(15,677.21)	0.00	(15,677.21)
<b>Total Accumulated depreciation</b>	<b>(5,514,399.24)</b>	<b>(34,373.66)</b>	<b>(5,892,509.50)</b>
<b>Total Capital assets</b>	<b>17,154,865.15</b>	<b>21,872.79</b>	<b>19,119,654.51</b>
<b>Other non-current assets</b>			
1802 Deferred outflows of resources	169,723.00	0.00	169,723.00
1803 Suspense	23.90	0.00	23.90
<b>Total Other non-current assets</b>	<b>169,746.90</b>	<b>0.00</b>	<b>169,746.90</b>
<b>Total Non-Current Assets</b>	<b>17,324,612.05</b>	<b>21,872.79</b>	<b>19,289,401.41</b>
<b>Total Assets:</b>	<b>22,533,259.21</b>	<b>(54,570.21)</b>	<b>23,873,871.22</b>
<b>Liabilities and Fund Equity:</b>			
<b>Liabilities:</b>			
<b>Current liabilities</b>			
2131 Accounts payable	(768,567.78)	12,765.66	(445,819.43)
2132.1 CC - Capital One	(487.76)	0.00	(487.76)
2132.4 CC - Visa	(680.01)	0.00	(740.76)
2150 CC Clearing Account	880.41	740.76	1,228.52
2330 Customer Rental deposits	(3,190.00)	0.00	(3,190.00)
<b>Total Current liabilities</b>	<b>(772,045.14)</b>	<b>13,506.42</b>	<b>(449,009.43)</b>
<b>Payroll liabilities</b>			
2211 Accrued wages payable	(14,828.52)	0.00	(14,828.52)
2223.1 401K payable	(3,969.45)	0.00	(364.99)
2223.2 Roth payable	(199.00)	0.00	0.00
2224.1 Additional Life payable	(103.84)	(177.22)	(772.35)
2225.1 Dental Insurance payable	(562.63)	(473.06)	(2,278.84)
2225.2 Health Insurance payable	(10,913.51)	(9,505.46)	(50,324.14)
2225.3 HSA Contributions	(1,134.00)	(426.90)	(2,991.62)
2225.4 Long Term Disability payable	(193.92)	1.00	(206.90)
2225.7 Vision Insurance payable	(90.89)	(74.46)	(359.56)
2226 Suta payable	(305.13)	(1.24)	(281.90)
2290 Deferred Vacation payable	(42,214.03)	0.00	(42,214.03)
<b>Total Payroll liabilities</b>	<b>(74,514.92)</b>	<b>(10,657.34)</b>	<b>(114,622.85)</b>
<b>Liabilities</b>			
2501.2 Collinston project	(12,348.00)	0.00	(12,348.00)
2501.3 I/P Newman well	1,859.00	0.00	1,859.00
2501.4 I/P Sw project	(26,017.20)	0.00	(26,017.20)
2501.6 I/P b	(3,200.67)	0.00	(3,200.67)
2501.9 Retainage Payable	(44,649.98)	0.00	(44,649.98)
<b>Total Liabilities</b>	<b>(84,356.85)</b>	<b>0.00</b>	<b>(84,356.85)</b>
<b>Long-term liabilities</b>			
2509 SRF 3S1849 2024	(1,023,000.00)	0.00	(1,023,000.00)
2515 So Willard 3S096 Interest	(543,000.00)	0.00	(543,000.00)

**Bear River Water Conservancy District****Standard Financial Report**

Operations - 11/01/2025 to 11/30/2025

91.67% of the fiscal year has expired

	<b>Prior Year Actual</b>	<b>November Actual</b>	<b>Current Year Actual</b>
2516 Beaver Dam 3F144	(154,000.00)	0.00	(146,000.00)
2517 Collinston 3F214	(1,873,000.00)	0.00	(1,873,000.00)
2518 Master Plan 3F253P	(30,000.00)	0.00	(30,000.00)
2519 Flat Canyon 3S1740	(39,974.85)	0.00	(39,974.85)
2520 HW Test Well 3S1761	(119,941.32)	0.00	(119,941.32)
2521 Lease Liability	(15,486.00)	0.00	(15,486.00)
2521.1 2024 SRF - Issued	(318,919.96)	0.00	(318,919.96)
2521.2 2024 SRF - Repaid	2,521,080.04	0.00	2,521,080.04
2522 General LTD Offset	2,840,000.00	0.00	2,840,000.00
<b>Total Long-term liabilities</b>	<b>1,243,757.91</b>	<b>0.00</b>	<b>1,251,757.91</b>
<b>Deferred inflows</b>			
2601 Net Pension liability	(78,368.00)	0.00	(78,368.00)
2602 Deferred Inflows Of resources	(1,378,942.10)	0.00	(1,378,942.10)
<b>Total Deferred inflows</b>	<b>(1,457,310.10)</b>	<b>0.00</b>	<b>(1,457,310.10)</b>
<b>Total Liabilities:</b>	<b>(1,144,469.10)</b>	<b>2,849.08</b>	<b>(853,541.32)</b>
<b>Equity - Paid In / Contributed</b>			
2791.1 Cap Contibribtion: Beaver Dam	(1,650.00)	0.00	(1,650.00)
2791.2 Cap Contibribtion: Collinston	(553,360.50)	0.00	(553,360.50)
2791.3 Cap Contibribtion: Harper Subscri	(333,000.00)	0.00	(333,000.00)
2791.4 CapContibribtion: Tremonton Proj	(76,600.00)	0.00	(76,600.00)
2791.5 Cap Contibribtion: Water Systems	(209,500.00)	0.00	(209,500.00)
2791.6 Cap Contibribtion: Contributed Ca	(150,200.02)	0.00	(150,200.02)
2981 Retained Earnings	(15,022,319.51)	51,721.13	(16,653,859.30)
<b>Total Equity - Paid In / Contributed</b>	<b>(16,346,630.03)</b>	<b>51,721.13</b>	<b>(17,978,169.82)</b>
<b>Total Liabilites and Fund Equity:</b>	<b>(17,491,099.13)</b>	<b>54,570.21</b>	<b>(18,831,711.14)</b>
<b>Total Net Position</b>	<b>5,042,160.08</b>	<b>0.00</b>	<b>5,042,160.08</b>

# Bear River Water Conservancy District

## Standard Financial Report

Operations - 11/01/2025 to 11/30/2025

91.67% of the fiscal year has expired

	Prior Year Actual	November Actual	Current Year Actual	Revised Budget	Remaining Budget	% Earned/ Used
<b>Income or Expense</b>						
<b>Income From Operations:</b>						
<b>Operating income</b>						
<b>Water sales</b>						
5141 Beaver Dam Dry Taps	600.00	50.00	550.00	600.00	50.00	91.67%
5142 Beaver Dam Retail	22,293.25	1,534.70	21,749.48	23,175.00	1,425.52	93.85%
5152 Bothwell M&I Retail	72,274.20	3,130.17	75,015.40	72,100.00	(2,915.40)	104.04%
5153 Bothwell M&I Wholesale	370,335.91	0.00	309,885.14	300,760.00	(9,125.14)	103.03%
5161 Collinston Dry Taps	10,263.33	800.00	8,860.00	11,572.00	2,712.00	76.56%
5162 Collinston Retail	74,564.14	2,690.54	70,849.12	70,040.00	(809.12)	101.16%
5163 Collinston Wholesale	79,050.00	0.00	41,909.00	81,370.00	39,461.00	51.50%
5172 Harper Ward Retail	116,796.00	5,079.96	105,340.83	114,330.00	8,989.17	92.14%
5173 Harper Ward Dry Taps	110.00	0.00	0.00	0.00	0.00	0.00%
5182 South Willard Retail	2,872.00	166.86	2,552.34	2,925.00	372.66	87.26%
5183 South Willard Wholesale	32,212.50	0.00	21,553.20	22,145.00	591.80	97.33%
5190 Water Testing Reimbursed	120.00	0.00	140.00	247.00	107.00	56.68%
<b>Total Water sales</b>	<b>781,491.33</b>	<b>13,452.23</b>	<b>658,404.51</b>	<b>699,264.00</b>	<b>40,859.49</b>	<b>94.16%</b>
<b>Rental income</b>						
5212 Farm Power Reimbursement	40,957.12	2,309.03	45,797.29	40,000.00	(5,797.29)	114.49%
5213 Farm Rent	86,222.22	0.00	87,756.00	83,121.00	(4,635.00)	105.58%
5215 Riverside North Garland Lease	2,169.80	0.00	2,218.00	2,218.00	0.00	100.00%
5216 Ukon Sublease	11,700.92	0.00	12,286.22	12,286.00	(0.22)	100.00%
<b>Total Rental income</b>	<b>141,050.06</b>	<b>2,309.03</b>	<b>148,057.51</b>	<b>137,625.00</b>	<b>(10,432.51)</b>	<b>107.58%</b>
<b>Total Operating income</b>	<b>922,541.39</b>	<b>15,761.26</b>	<b>806,462.02</b>	<b>836,889.00</b>	<b>30,426.98</b>	<b>96.36%</b>
<b>Operating expense</b>						
<b>Water system operations</b>						
<b>Payroll expenses</b>						
<b>Wages</b>						
6110 Gross Wages	425,719.19	30,956.84	363,285.47	649,136.00	285,850.53	55.96%
6111 Gross Wages: Bonuses	7,000.00	0.00	1,000.00	12,360.00	11,360.00	8.09%
6112 Trustees Payroll Expense	8,490.00	620.00	8,310.00	10,000.00	1,690.00	83.10%
6144 Payroll Expense-Other	(497.20)	0.00	0.00	4,944.00	4,944.00	0.00%
<b>Total Wages</b>	<b>440,711.99</b>	<b>31,576.84</b>	<b>372,595.47</b>	<b>676,440.00</b>	<b>303,844.53</b>	<b>55.08%</b>
<b>Benefits</b>						
6131 FICA Expense	32,065.95	2,382.96	28,260.61	54,936.00	26,675.39	51.44%
6132 SUTA Expense	856.38	1.24	505.63	1,507.00	1,001.37	33.55%
6133 Employee Health Insurance	111,458.40	19,010.42	158,122.90	198,780.00	40,657.10	79.55%
6134 Dental Insurance Expense	5,871.40	950.80	7,550.78	10,815.00	3,264.22	69.82%
6135 Employee Life Insurance	525.77	225.27	1,003.87	919.00	(84.87)	109.24%
6136 Employee LT Disability	1,993.52	147.05	1,752.33	3,743.00	1,990.67	46.82%
6138 Vision Insurance Expense	942.16	148.90	1,200.06	1,795.00	594.94	66.86%
6139 HSA Contribution-Employer Paid	19,189.80	10.50	10,117.60	34,608.00	24,490.40	29.23%
6140 Retirement & Benefits	78,491.13	5,591.31	67,692.09	129,275.00	61,582.91	52.36%
6141 Workers Compensation	3,011.19	172.94	2,082.18	6,489.00	4,406.82	32.09%
6143 General Gov Pension Expense	(1,929.00)	0.00	0.00	4,153.00	4,153.00	0.00%
<b>Total Benefits</b>	<b>252,476.70</b>	<b>28,641.39</b>	<b>278,288.05</b>	<b>447,020.00</b>	<b>168,731.95</b>	<b>62.25%</b>
<b>Total Payroll expenses</b>	<b>693,188.69</b>	<b>60,218.23</b>	<b>650,883.52</b>	<b>1,123,460.00</b>	<b>472,576.48</b>	<b>57.94%</b>
<b>Operations</b>						
6191 Uniforms-Office Personnel	241.99	0.00	201.89	450.00	248.11	44.86%
6192 Uniforms-Systems Operators	609.97	0.00	669.87	600.00	(69.87)	111.65%
6210 Memberships & Registrations	16,467.77	955.00	19,061.45	20,000.00	938.55	95.31%
6231 Conferences Training	4,980.00	0.00	375.00	0.00	(375.00)	0.00%
6232 Mileage Reimbursement	6,775.35	117.60	3,593.90	10,000.00	6,406.10	35.94%
6233 Travel Expenses	5,540.33	0.00	10,862.69	10,000.00	(862.69)	108.63%
6241 Office Supplies & Postage	10,756.27	1,288.78	6,800.05	12,000.00	5,199.95	56.67%
6261 Automotive Repairs	5,575.25	223.99	3,484.09	8,000.00	4,515.91	43.55%
6262 Building Repairs & Maintenance	24,999.76	791.00	16,103.86	20,000.00	3,896.14	80.52%
6263 Computer/Networking	19,982.78	764.70	12,955.59	20,000.00	7,044.41	64.78%
6264 Equipment Repairs	225.09	0.00	0.00	350.00	350.00	0.00%
6281 Utilities Utilities	11,280.04	85.75	10,263.53	15,000.00	4,736.47	68.42%
6282 Telephone Telephone	8,715.39	446.45	7,760.95	12,000.00	4,239.05	64.67%
6293 Licenses and Permits	0.00	0.00	0.00	250.00	250.00	0.00%
6310 Lobbying	0.00	3,750.00	41,250.00	50,000.00	8,750.00	82.50%

# Bear River Water Conservancy District

## Standard Financial Report

Operations - 11/01/2025 to 11/30/2025

91.67% of the fiscal year has expired

	Prior Year Actual	November Actual	Current Year Actual	Revised Budget	Remaining Budget	% Earned/ Used
6311 Legal	36,371.90	2,670.00	34,759.66	60,000.00	25,240.34	57.93%
6312 Accounting	25,675.00	1,250.00	41,260.00	50,000.00	8,740.00	82.52%
6313 Engineering	83,578.00	1,390.15	111,746.97	100,000.00	(11,746.97)	111.75%
6314 Exploration & Studies	84,035.03	16,939.50	165,449.80	300,000.00	134,550.20	55.15%
6320 Engineering Howell Town	516.50	0.00	852.75	15,000.00	14,147.25	5.69%
6322 County Water Master Plan	83,863.50	16,939.50	148,860.50	175,000.00	26,139.50	85.06%
6448 Equipment and Tools	3,909.77	0.00	54,710.59	80,000.00	25,289.41	68.39%
6449 Operating Supplies	15,216.28	16,325.00	24,654.94	20,000.00	(4,654.94)	123.27%
6450 Beaver Dam O&M Expenses	18,490.89	542.49	12,507.18	30,000.00	17,492.82	41.69%
6451 Bothwell System O&M Expenses	147,709.81	7,821.48	139,329.36	140,000.00	670.64	99.52%
6452 Collinston System O&M Expense	91,153.15	2,220.38	43,561.07	75,000.00	31,438.93	58.08%
6453 Harper Ward System O&M Expe	22,189.73	1,310.45	16,398.03	125,000.00	108,601.97	13.12%
6454 So Willard System O&M Expens	31,653.43	830.25	23,776.31	30,000.00	6,223.69	79.25%
6456 SCADA	13,100.63	0.00	25,109.00	50,000.00	24,891.00	50.22%
6457 System O&M Expenses Fuel	14,258.59	1,453.10	13,797.41	20,000.00	6,202.59	68.99%
6460 Contracted-Misc Services	596.80	0.00	2,581.00	5,000.00	2,419.00	51.62%
6461 Water Service Connection Costs	10,757.18	0.00	7,617.40	10,000.00	2,382.60	76.17%
6480 Weather Modification Expense	61,736.53	8,000.00	38,399.46	60,000.00	21,600.54	64.00%
6490 Advertising Advertising	4,385.70	0.00	45.88	7,000.00	6,954.12	0.66%
6491 Printing and Reproduction	3,298.55	220.98	2,625.49	5,000.00	2,374.51	52.51%
6510 Auto Insurance	3,311.95	0.00	4,961.42	4,000.00	(961.42)	124.04%
6511 Fidelity Bonds	4,812.55	0.00	3,723.00	10,000.00	6,277.00	37.23%
6512 Liability Insurance	8,908.57	0.00	9,618.46	10,000.00	381.54	96.18%
6611 Bank Service Charges	1,253.15	0.00	989.02	1,500.00	510.98	65.93%
6612 Merchant Card Services	2,847.13	461.28	3,701.48	3,500.00	(201.48)	105.76%
6613 Bad Debt Expense	0.00	0.00	(4,312.50)	150.00	4,462.50	-2,875.00%
<b>Total Operations</b>	<b>889,780.31</b>	<b>86,797.83</b>	<b>1,060,106.55</b>	<b>1,564,800.00</b>	<b>504,693.45</b>	<b>67.75%</b>
<b>Water purchased</b>						
6672 Water Purchased-BC	48,877.68	0.00	36,658.26	50,000.00	13,341.74	73.32%
6673 Water Purchased-Deweyville	23,338.00	0.00	15,000.00	20,000.00	5,000.00	75.00%
<b>Total Water purchased</b>	<b>72,215.68</b>	<b>0.00</b>	<b>51,658.26</b>	<b>70,000.00</b>	<b>18,341.74</b>	<b>73.80%</b>
<b>Depreciation</b>						
6690 Depreciation Depreciation	412,483.34	34,373.66	378,110.26	400,000.00	21,889.74	94.53%
6691 Amortization Expense	15,024.00	0.00	0.00	0.00	0.00	0.00%
<b>Total Depreciation</b>	<b>427,507.34</b>	<b>34,373.66</b>	<b>378,110.26</b>	<b>400,000.00</b>	<b>21,889.74</b>	<b>94.53%</b>
<b>Total Water system operations</b>	<b>2,082,692.02</b>	<b>181,389.72</b>	<b>2,140,758.59</b>	<b>3,158,260.00</b>	<b>1,017,501.41</b>	<b>67.78%</b>
<b>Total Operating expense</b>	<b>2,082,692.02</b>	<b>181,389.72</b>	<b>2,140,758.59</b>	<b>3,158,260.00</b>	<b>1,017,501.41</b>	<b>67.78%</b>
<b>Total Income From Operations:</b>	<b>(1,160,150.63)</b>	<b>(165,628.46)</b>	<b>(1,334,296.57)</b>	<b>(2,321,371.00)</b>	<b>(987,074.43)</b>	<b>57.48%</b>
<b>Non-Operating Items:</b>						
<b>Non-operating income</b>						
<b>Property taxes</b>						
5501 Property Taxes	803,904.82	59,505.90	1,725,454.51	1,787,326.00	61,871.49	96.54%
5502 Property Tax RDA	190,025.00	0.00	0.00	125,080.00	125,080.00	0.00%
<b>Total Property taxes</b>	<b>993,929.82</b>	<b>59,505.90</b>	<b>1,725,454.51</b>	<b>1,912,406.00</b>	<b>186,951.49</b>	<b>90.22%</b>
<b>Grants</b>						
5510 State Grants	83,863.50	56,376.50	214,984.00	150,000.00	(64,984.00)	143.32%
5511 Weather Modification	21,900.00	0.00	30,000.00	30,000.00	0.00	100.00%
5515 Federal Grants	1,522,050.65	0.00	646,613.35	0.00	(646,613.35)	0.00%
5515.1 BR Canal PL 566	57,362.50	9,816.00	515,486.00	750,000.00	234,514.00	68.73%
5516 County ARPA Fund Grant	245,753.46	0.00	0.00	0.00	0.00	0.00%
<b>Total Grants</b>	<b>1,930,930.11</b>	<b>66,192.50</b>	<b>1,407,083.35</b>	<b>930,000.00</b>	<b>(477,083.35)</b>	<b>151.30%</b>
<b>Impact fees</b>						
5520 Other income	1,568.93	0.00	3,707.69	0.00	(3,707.69)	0.00%
5522 Bothwell Impact Fees	0.00	0.00	80,296.00	130,475.00	50,179.00	61.54%
5523 Collinston Impact Fees	0.00	0.00	0.00	58,172.00	58,172.00	0.00%
5524 Harper Ward Impact Fees	0.00	0.00	0.00	24,440.00	24,440.00	0.00%
5525 South Willard Impact Fees	0.00	0.00	0.00	8,179.00	8,179.00	0.00%
5526 Restricted Impact Fees	165,608.22	0.00	0.00	0.00	0.00	0.00%
<b>Total Impact fees</b>	<b>167,177.15</b>	<b>0.00</b>	<b>84,003.69</b>	<b>221,266.00</b>	<b>137,262.31</b>	<b>37.97%</b>
<b>Other non-operating income</b>						
5310 Connection Fees Collected	15,264.00	0.00	20,302.00	60,000.00	39,698.00	33.84%

# Bear River Water Conservancy District

## Standard Financial Report

Operations - 11/01/2025 to 11/30/2025

91.67% of the fiscal year has expired

	Prior Year Actual	November Actual	Current Year Actual	Revised Budget	Remaining Budget	% Earned/ Used
5320 Miscellaneous Income	2,167.28	0.00	0.00	0.00	0.00	0.00%
5410 Finance Charge Income	5,673.03	644.93	5,848.53	2,800.00	(3,048.53)	208.88%
5610 Interest Income	210,016.05	0.00	161,079.28	63,092.00	(97,987.28)	255.31%
5630 Gain on Disposal of Asset	7,450.00	0.00	0.00	0.00	0.00	0.00%
5632 Contribution to Fund Balance	0.00	0.00	0.00	33,205.00	33,205.00	0.00%
<b>Total Other non-operating income</b>	<b>240,570.36</b>	<b>644.93</b>	<b>187,229.81</b>	<b>159,097.00</b>	<b>(28,132.81)</b>	<b>117.68%</b>
<b>Total Non-operating income</b>	<b>3,332,607.44</b>	<b>126,343.33</b>	<b>3,403,771.36</b>	<b>3,222,769.00</b>	<b>(181,002.36)</b>	<b>105.62%</b>
<b>Non-operating expense</b>						
<b>Interest expense</b>						
6813 Collinston 3F Series 2014	24,144.01	0.00	0.00	11,796.00	11,796.00	0.00%
6816 South Willard DDW S096	26,017.20	0.00	0.00	11,892.00	11,892.00	0.00%
6819 Tremonton B DWR RD R	2,012.00	0.00	0.00	3,230.00	3,230.00	0.00%
<b>Total Interest expense</b>	<b>52,173.21</b>	<b>0.00</b>	<b>0.00</b>	<b>26,918.00</b>	<b>26,918.00</b>	<b>0.00%</b>
<b>Contributions to other governments</b>						
6313.5 BR Canal PL 566	487,399.50	12,436.00	437,935.00	750,000.00	312,065.00	58.39%
6910 Contr. to other Gov'ts-RDA Encl	0.00	0.00	0.00	125,080.00	125,080.00	0.00%
6911 Contr. to Other Governments	191,025.00	0.00	0.00	0.00	0.00	0.00%
6912 Interest Expense - Other	1,469.00	0.00	0.00	0.00	0.00	0.00%
<b>Total Contributions to other governme</b>	<b>679,893.50</b>	<b>12,436.00</b>	<b>437,935.00</b>	<b>875,080.00</b>	<b>437,145.00</b>	<b>50.05%</b>
<b>Total Non-operating expense</b>	<b>732,066.71</b>	<b>12,436.00</b>	<b>437,935.00</b>	<b>901,998.00</b>	<b>464,063.00</b>	<b>48.55%</b>
<b>Total Non-Operating Items:</b>	<b>2,600,540.73</b>	<b>113,907.33</b>	<b>2,965,836.36</b>	<b>2,320,771.00</b>	<b>(645,065.36)</b>	<b>127.80%</b>
<b>Total Income or Expense</b>	<b>1,440,390.10</b>	<b>(51,721.13)</b>	<b>1,631,539.79</b>	<b>(600.00)</b>	<b>(1,632,139.79)</b>	<b>-271,923.30%</b>



## Bear River Water Conservancy District 2026 Board Meeting Schedule

The Bear River Water Conservancy District Board Meetings are scheduled for the fourth Wednesday of each month with the exception of November and December. Times are listed in the table below. Meetings are held in the Bear River Water Conservancy District Conference Room at 102 West Forest Street in Brigham City, Utah unless posted differently on the agenda. If meetings are held virtually, it will be posted on the agenda.

Date	Time	Notes
January 28 <sup>th</sup>	6:00 PM	
February 25 <sup>th</sup>	6:00 PM	
*March 25 <sup>th</sup>	6:00 PM	Annual Meeting
April 22 <sup>nd</sup>	6:00 PM	
May 27 <sup>th</sup>	6:00 PM	
June 24 <sup>th</sup>	6:00 PM	
July 22 <sup>nd</sup>	6:00 PM	
August 26 <sup>th</sup>	6:00 PM	
September 23 <sup>rd</sup>	6:00 PM	
October 28 <sup>th</sup>	6:00 PM	
*November 18 <sup>th</sup>	6:00 PM	Tentative Budget
*December 9 <sup>th</sup>	6:00 PM	Budget Hearing

# 2026

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 1 New Year's Day
- 19 MLK Day
- 28 Board meeting 6PM

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

- 16 President's Day
- 25 Board meeting 6PM

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 25 Board meeting 6PM

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- 22 Board meeting 6PM

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 25 Memorial Day
- 27 Board meeting 6PM

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- 15 Juneteenth (Observed)
- 24 Board meeting 6PM

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 3 Independence Day (observed)
- 24 Pioneer Day
- 22 Board meeting 6PM

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 26 Board meeting 6PM

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 7 Labor Day
- 23 Board meeting 6PM

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 12 Columbus Day
- 28 Board meeting 6PM

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- 11 Veteran's Day
- 18 Board meeting 6PM
- 26 & 27 Thanksgiving

December						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 9 Board meeting 6PM
- 25 Christmas Day



**WATER SUPPLY AGREEMENT BETWEEN  
BEAR RIVER WATER CONSERVANCY DISTRICT  
AND BOTHWELL COMMUNITY CEMETERY AND WATER CORPORATION.**

This Agreement is made and entered into among the Bear River Water Conservancy District, a Utah water conservancy District (District) and BCCWC (Purchaser) (together the “Parties”).

**RECITALS**

A. The District is organized pursuant to the Utah Water Conservancy Act, Utah Code §17B-2a-1001, et seq. and those provisions of §17B-1-101 applicable to all local districts (together the “Act”) for the purpose of, among others, making water available within its boundaries and of entering into agreements with public and private water users for the sale and delivery of water.

B. Purchaser is a water provider, duly organized as a Private water Company under the laws of the State of Utah and provides water to customers within its boundaries for municipal uses.

C. Purchaser desires to purchase \_\_40\_\_ acre-feet (af) water from District to serve Purchaser’s customers.

D. District has constructed and operates the Bothwell M&I system, from which it has capacity to serve Purchaser’s request. District will deliver Purchaser water from District’s Bothwell M&I system.

**AGREEMENT**

In consideration of the payments and covenants set forth herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Sale and Purchase of Water

- a. District agrees to sell, and Purchaser agrees to annually purchase \_\_40\_\_ af of water from District (Purchased Water).
- b. District will deliver the Purchased Water at a maximum average daily flow rate of 150 GPM; District shall have no obligation at any time to deliver the Purchased Water at a higher flowrate. This limitation applies even if Purchaser elects to take the Purchased Water later in the year and the designated flow rate will not deliver the full Purchased Water amount.
- c. In exchange for the right to use the Purchased Water annually, Purchaser agrees to pay District’s applicable wholesale rate currently \_\_\$493.32\_\_ per AF/year (Wholesale Fee), billed quarterly. The Wholesale Fee will change

to reflect the current applicable wholesale water rate as adopted by the District's Board of Directors, which, presently will increase 3% annually without Board action through December 31, 2029.

- d. Purchaser shall also pay District's applicable impact fee.
- e. In its discretion, District may utilize Purchaser's Wholesale Fee as it sees fit, including, but not limited to, paying (1) its obligations under bonds or other agreements or capital expenditures; (2) its general operation, maintenance, repair and replacement expenses, and other special expenses; and (3) costs incurred in operating the District's system and facilities.
- f. Purchaser shall pay the Wholesale Fee each year, regardless of whether Purchaser calls for the Purchased Water in any given year.
- g. The Wholesale Fee will be billed four times annually and is due thirty days (30) following the end of quarter for which Purchaser is being billed (Due Date). The fourth quarter Wholesale Fee will include any overage in Purchaser's use.

2. District Rules and Regulations. Purchaser shall be bound by the District's rules and regulations, as amended by District. District reserves the right to adopt different rules and regulations than on the Effective Date governing the delivery of the Purchased Water under this Agreement, including but not limited to amending its rates, fees, charges and its rules and regulations consistent with its statutory powers in the Act.

3. Billing Structure. The District may change the charging structure of this Agreement, including the amounts charged under this Agreement as determined by the district's board of trustees. For example, the District may change the billing structure to a tiered structure based on the amount of water used by the Purchaser. Petitioner shall install metering and measuring devices, as necessary, to ensure compliance with this Agreement and state law. Purchaser agrees to measure all water use of water delivered by District. District may use the measurements in determining the appropriate charges.

4. Penalty for Delinquent Payment. Any amount Purchaser is obligated to pay to District under this Agreement, which remains unpaid after its Due Date, shall bear interest from the Due Date at a rate of 12% APR until the delinquent payments and applicable interest have been paid in full.

5. Water Quality. District will deliver drinking water quality water to the Delivery Point.

6. Overage. Purchaser may not annually use more than the Purchased Water. In the event Purchaser uses water in excess of the Purchased Water in any given year, whether intentionally or unintentionally, District will bill Purchaser for the excess water at the District's current tiered Retail rate. Payment is due within 30 days of Purchaser's receipt of their fourth quarter invoice, which will include the overage charge.

7. State Engineer. Purchaser shall comply with all rules and regulations of the Utah State Engineer. Purchaser will not use the water in a way that subjects District's water rights to liability or forfeiture. Purchaser will not use District's water in any way that requires a change application to be filed with the Division of Water Rights, without District's express written consent.

8. Water Rights. Purchaser does not obtain any interest or entitlement to District's water rights, sources, or facilities.

9. Beneficial Use. Purchaser will use the Purchased Water only for beneficial uses and will not use it in any way that jeopardizes the District's water rights.

10. Water Delivery. The district shall not be liable for the failure to deliver the Purchased Water under this Agreement in the event of a water shortage of District's delivery capacity or the District's inability to deliver water caused by reduced snowpack, hostile diversion, drought, negligence of other parties, or other causes outside of the District's control and not because of District's negligence. In such events, the Wholesale Fee shall not be reduced or eliminated. During periods of such water shortage, District's obligations for municipal and domestic use shall have first priority, as District determines. These protections apply to District, its officers, agents, and employees. If the District's Board of Trustees determines it necessary, because of water supply conditions or District's water delivery capabilities beyond its control, District may reduce all wholesale water delivery to customers pro-rata to address the circumstances, as District determines.

11. Delivery Point and Purchaser Facilities. District shall deliver the Purchased Water under this Agreement to the point designated in Exhibit A (Delivery Point). Purchaser shall install the necessary metering devices in its facilities to comply with this Agreement and meter all water it receives from District. District will own, operate, maintain, and control the facilities, to deliver water to the Delivery Point, including any facility to transition water to Purchaser's system, to the meter on the line delivering water to Purchaser. The Purchaser shall construct, without any cost to the District, any facilities necessary to receive and deliver the Purchased Water from the Delivery Point to its desired place of use. Purchaser will own and operate the facilities on the Purchaser side of the meter.

12. Purchaser Water Use. The Purchaser may only use the Purchased Water to supply water to its customers within its service area. It may not lease or sublet the water.

13. Change Application. Purchaser may not file a change application on the Purchased Water without District's consent. District may require Purchaser to enter into a change application agreement.

14. Accumulation. The Purchased Water is an annual allocation. The Purchaser may not hold over or accumulate water from year to year.

15. Water Conservation. District reserves the right to require Purchaser, at Purchaser's sole expense, to prepare a water conservation plan as a condition of this

Agreement, if such a plan is required and applicable to the Purchased Water by state law or regulation, as determined by District.

16. Default.

- a. If Purchaser fails to make any payment due under this Agreement within 60 days of the Due Date, or if the Purchaser is in breach of this Agreement, the District may refuse to deliver the Purchased Water, or after written notice to Purchaser may cancel this Agreement in its entirety. These remedies are not exclusive. The District may exercise any other remedy allowed by law.
- b. If the Purchaser is in default of any provision of this Agreement and the default remains uncured for more than ninety (90) days after the date of written notice of default by the District, District may terminate this Agreement, at its sole discretion. Upon such termination, the Purchased Water will revert to the district and may be sold to other purchasers, in the District's discretion. Termination will not relieve the purchaser of its obligations to pay any past fees and accrued interest.

17. Compliance with Law. Purchaser agrees to comply with all applicable federal and state laws as well as administrative regulations in its use of the Purchased Water.

18. Third party beneficiaries. There are no third-party beneficiaries to this Agreement.

19. Reuse. Purchaser may not reuse the Purchased Water under this Agreement without the written consent of District.

20. Authority. Each party signing below represents and warrants that they are authorized to execute this Agreement for and on behalf of the party they are signing and that such party shall be bound in all respects by this Agreement.

21. Term. This Agreement shall be perpetual, so long as Purchaser is current on its required payments.

22. Notice. Notices required in this Agreement shall be sent to:

Joe Summers  
Board Member  
9660 west 11200 North  
Bothwell, Utah, 84337

Attention General Manager  
Bear River Water Conservancy District  
102 W Forest St  
Brigham City, UT 84302

Each Party shall update this notice information if it changes.

23. Assignment. This Agreement shall not be assigned or transferred by Purchaser without the prior written consent of the Company.

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except through a written instrument signed by each of the Parties.

25. Governing Law. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement shall be with the District Court of Box Elder County, State of Utah.

26. Attorneys' Fees/Costs. In the event of a suit between the Parties regarding this Agreement, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees, engineering fees, or other professional and expert fees.

27. Recitals and Exhibits. The Recitals are incorporated into this Agreement as if fully set forth herein.

28. Knowledge. The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

29. Drafting Party. This Agreement has been and shall be deemed to be a product of joint drafting by the parties and there shall be no presumption otherwise.

30. Modification or amendment. This Agreement may not be modified or amended except by the express written agreement of the parties.

31. No Waiver. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision or any other provision, nor shall any such waiver constitute a continuing waiver. The provisions of this Agreement may be waived only in writing by the party intended to benefit by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

32. Severability. If any portion of the Agreement is held to be unenforceable, the remaining provisions hereof shall continue in full force and effect.

33. Cooperation and further acts. The parties shall cooperate together, and each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as any party may reasonably request or as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, or conditions of this Agreement.

34. No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture, business relationship, or fiduciary relationship between the Parties.

35. Successors in Interest. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, legatees, devisees, administrators, personal representatives, executors, successors, and permitted assigns.

36. Injunctive Relief. The parties acknowledge that if a party should default in any of its obligations under this Agreement, it may be impracticable to measure the resulting damages to the aggrieved party and it may not be possible to adequately compensate the aggrieved party by means of monetary damages. Accordingly, without prejudice to the right to seek and recover monetary damages, the aggrieved party shall be entitled to seek and obtain specific performance of this Agreement or other injunctive relief, and the parties each waive any defense that a remedy in damages would be adequate and any requirement that the aggrieved party post any bond or other security to obtain such relief.

The Parties have executed this Agreement to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (Effective Date).

BEAR RIVER WATER CONSERVANCY  
DISTRICT.

ATTEST

BY: \_\_\_\_\_  
BOARD CHAIRMAN

BY: \_\_\_\_\_  
BRWCD GENERAL MANAGER

BOTHWELL COMMUNITY  
CEMETERY AND WATER  
CORPORATION.

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



# 2026 Final Budget

December 2025

## Budget Highlights

### Expenditures

- 2.2% Budget Increase
  - Subtracting \$175k County Water Master Plan in 2025



# Budget Highlights

## Capital Expenditures

- Total Projects
  - \$14.9m
    - \$13.8m Tremonton Projects (Based upon sell of water to Tremonton)
    - \$1m South Willard Pumphouse
    - \$63k – Farm Building Purchase
- Grants
  - \$1m
- Proposed Bonds
  - \$8.5m
- Cash (Impact Fees from Tremonton)
  - \$5.4m

# Budget Highlights

## Revenue

- Proposed Rate Adjustments

- Retail

- 3%
- Base Rate: \$41.20/month to \$42.44/month
- Increase Tiers
- Average Monthly Rate - \$78.24/month
- Fix rate increases at 3% for 4 years (already approved last year)

- Wholesale

- 3%
- \$478.95/AF – Current
- \$493.32/AF – Proposed
- Fix rate increases at 3% for 4 years (already approved last year)

- Farm Income

- Moved to water sale at \$275,000/year
- Land lease at \$23,500/year
- Replaces \$40k Power, \$83k Farm Rent

# Bear River Water Conservancy District

2026 Budget



	Actual	Budget	Budget
	2024	2025	2026
<b>Growth</b>			
Average Monthly Retail Fee per ERC	77.50	\$ 75.96	\$ 78.24
Annual Retail Rate Increase	37.15%	3.00%	3.00%
Total Beginning Retail Users		295	310
Total New Retail Users	-	15	22
Total Ending Retail Users	295	310	332
Retail Growth Rate		5.08%	7.10%
Wholesale Rate/AF	\$ 465.75	\$ 478.95	\$ 493.32
Wholesale Rate Increase	35.00%	3.00%	3.00%
<b>Operating Revenue</b>			
<b>Water Sales</b>			
<b>Retail</b>			
5141 Beaver Dam Dry Taps	600	600	600
5142 Beaver Dam Retail	22,500	23,175	24,439
5152 Bothwell M&I Retail	70,000	72,100	82,927
5161 Collinston Dry Taps	11,235	11,572	11,919
5162 Collinston Retail	68,000	70,040	74,718
5172 Harper Ward Retail	111,000	114,330	120,003
5173 Harper Ward Dry Taps	-	-	-
5182 South Willard Retail	2,840	2,925	4,519
5190 Water Testing Reimbursed	240	247	255
<b>Wholesale</b>			
5153 Bothwell M&I Wholesale	292,000	300,760	309,783
5163 Collinston Wholesale	79,000	81,370	83,811
5183 South Willard Wholesale	21,500	22,145	22,809
<b>Rental Income</b>			
5212 Farm Power Reimbursement	40,000	40,000	-
5213 Farm Rent	80,700	83,121	-
5214 Office Space Rental	-	-	-
5215 Riverside North Garland Lease	2,218	2,218	2,218
5216 Ukon Sublease	12,286	12,286	12,286
5217 Farm Water Sales			275,000
5218 Farm Land Lease			23,500
5219 Farm Building Lease		-	-
<b>Total Operating Revenue</b>	<b>814,119</b>	<b>836,889</b>	<b>1,048,787</b>

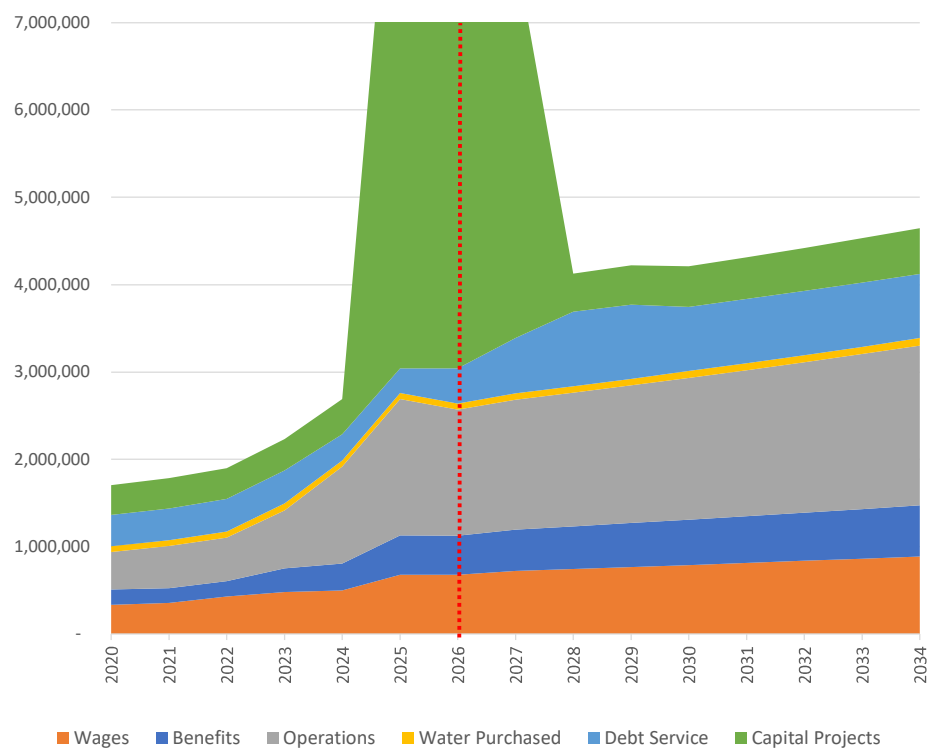
	Actual	Budget	Budget
	2024	2025	2026
<b>Operating Costs</b>			
<b>Wages</b>			
6110 Gross Wages	486,000	649,136	649,136
6111 Gross Wages: Bonuses	-	-	-
6112 Trustees Payroll Expense	10,000	12,360	12,000
6144 Payroll Expense - Other	4,000	4,994	-
<b>Benefits</b>			
6131 FICA Expense	38,097	54,936	56,584
6132 SUTA Expense	1,045	1,507	1,552
6133 Employee Health Insurance	137,850	198,780	198,780
6134 Dental Insurance Expense	7,500	10,815	10,815
6135 Employee Life Insurance	637	919	919
6136 Employee LT Disability	2,596	3,743	3,743
6138 Vision Insurance Expense	1,245	1,795	1,795
6139 HSA Contribution-Employer Paid	24,000	34,608	34,608
6140 Retirement & Benefits	89,650	129,275	129,275
6141 Workers Compensation	4,500	6,489	6,489
6143 General Gov Pension Expense	2,880	4,153	-
<b>Operations</b>			
6191 Uniforms-Office Personnel	450	450	450
6192 Uniforms-Systems Operators	600	600	1,050
6210 Memberships & Registrations	8,000	20,000	25,000
6232 Mileage Reimbursement	10,000	10,000	10,000
6233 Travel Expenses & Meals	8,000	10,000	15,000
6241 Office Supplies & Postage	12,000	12,000	12,000
6261 Automotive Repairs	8,000	8,000	8,000
6262 Office Building Repairs & Maintenance	22,500	20,000	20,000
6263 Computer/Networking	11,000	20,000	20,000
6281 Office Utilities	10,000	15,000	15,000
6282 Telephone & Internet	10,000	12,000	12,000
6310 Lobbying	-	50,000	50,000
6311 Legal	60,000	60,000	60,000
6312 Accounting	25,000	50,000	50,000
6313 Engineering	70,000	100,000	100,000
6314 Exploration & Studies	150,000	300,000	300,000
6320 Engineering Howell Town (2025)		15,000	
6322 County Water Master Plan		175,000	
6448 Equipment and Tools	80,000	80,000	80,000
6449 Operating Supplies	45,000	20,000	20,000
6450 Beaver Dam O&M Expenses	30,000	30,000	30,000
6451 Bothwell System O&M Expenses	140,000	140,000	200,000
6452 Collinston System O&M Expenses	75,000	75,000	75,000
6453 Harper Ward System O&M Expenses	125,000	125,000	125,000

	Actual	Budget	Budget
	2024	2025	2026
6454 So Willard System O&M Expenses	30,000	30,000	30,000
6456 SCADA	50,000	50,000	50,000
6457 System O&M Expenses Fuel	25,000	20,000	20,000
6461 Water Service Connection Costs	10,000	10,000	10,000
6480 Weather Modification Expense	56,100	60,000	60,000
6490 Advertising & Media	7,000	7,000	7,000
6491 Printing and Reproduction	5,000	5,000	5,000
6510 Auto Insurance	4,000	4,000	7,000
6511 Fidelity Bonds	3,000	10,000	10,000
6512 Liability Insurance	10,000	10,000	10,000
6611 Bank Service Charges	1,000	1,500	1,500
6612 Merchant Card Services	3,500	3,500	3,500
6613 Bad Debt	150	150	150
<b>Water purchased</b>			
6672 Water Purchased-BC	50,000	50,000	50,000
6673 Water Purchased-Deweyville	20,000	20,000	20,000
<b>Depreciation</b>			
6690 Depreciation	400,000	400,000	412,000
6691 Amortization Expense			
Add Back Depreciation	(400,000)	(400,000)	(412,000)
<b>Total Operating Costs</b>	<b>1,985,300</b>	<b>2,742,710</b>	<b>2,618,346</b>
<b>Net Operating Income</b>	<b>(1,171,181)</b>	<b>(1,905,821)</b>	<b>(1,569,560)</b>
<b>Non-Operating</b>			
<b>Non-Operating Income</b>			
<b>Property taxes</b>			
5501 Property Taxes	1,731,797	1,787,326	1,822,919
5502 Property Tax RDA	125,080	125,080	128,832
<b>Grants</b>			
5511 Weather Modification Grant	29,200	30,000	30,000
5512 Regional Drought Planning	-	-	-
5515.1 BR Canal PL 566	PL-566 750,000	750,000	244,330
<b>Impact fees</b>			
5521 Beaver Dam Impact Fees	-	-	-
5522 Bothwell Impact Fees	13,058	91,405	7,601,809
5523 Collinston Impact Fees	12,868	38,603	38,603
5524 Harper Ward Impact Fees	8,410	16,821	16,821
5525 South Willard Impact Fees	3,886	7,772	11,657
<b>Other non-operating income</b>			
5310 Connection Fees Collected	3,000 15,000	45,000	66,000
5410 Finance Charge Income	2,800	2,800	-
5610 Interest Income	60,000	-	85,000
5611 Bad Debt--inactive	-	-	-

	Actual	Budget	Budget
	2024	2025	2026
5630 Gain on Disposal of Asset	-	-	-
5631 Contributed Capital	88,150	-	-
5640 Contribution from Fund Balance	-	-	-
<b>Non-Operating Expenses</b>			
<b>Contributions to other governments</b>			
6910 Contr. to other Gov'ts-RDA Encr	(125,080)	(125,080)	(128,832)
6911 Contr. to Other Governments	-	-	-
6313.5 BR Canal PL 566 PL-566	(750,000)	(750,000)	(244,330)
Thatcher Penrose IFFP Other			(20,000)
Deweyville Pipeline Other			(35,000)
Willard City PRV Other			(75,000)
Mantua Town Generator Other			(50,000)
<b>Total Non-Operating Revenue (Expenses)</b>	<b>1,926,947</b>	<b>2,019,726</b>	<b>9,492,810</b>
<b>Net Revenue Before Debt Service</b>	<b>755,766</b>	<b>113,906</b>	<b>7,923,250</b>
<b>Debt Service Coverage Ratio</b>	<b>2.50</b>	<b>1.02</b>	<b>19.60</b>
<b>Debt Service</b>			
2008 South Willard Bond	116,126	115,892	115,614
2013 Beaver Dam Bond	8,000	8,000	8,000
2014 Collinston Bond	104,348	104,796	104,238
2018 Master Plan Bond	10,000	10,000	10,000
2020 Flat Canyon Well Bond	2,000	3,000	2,000
2021 Harper Ward Test Well	7,000	7,000	7,000
2024 SRF Loan	-	35,500	157,400
<b>Proposed 2026 Bonds</b>			
<b>Total Debt Service</b>	<b>302,614</b>	<b>284,188</b>	<b>404,252</b>
<b>Net After Debt Service</b>	<b>453,153</b>	<b>(170,282)</b>	<b>7,518,998</b>
<b>Other Sources</b>			
2024 Bond Proceeds SRF	2,840,000		
Proposed 2026 Bonds			8,500,000
Developer Contribution (Bothwell Segement A)			
Proposed 2030 Bonds			
<b>Grants</b>			
5510 State Grants GOEO	-	900,000	100,000
5510 State Grants CIB/County Water Master Plan		175,000	
5515 Federal Grants USBR	434,724	1,580,223	-
5516 County ARPA Fund Grant	595,851	354,294	
Sale of Capital Assets -7 Acres			
<b>Total Other Sources</b>	<b>3,870,574</b>	<b>3,009,517</b>	<b>8,600,000</b>

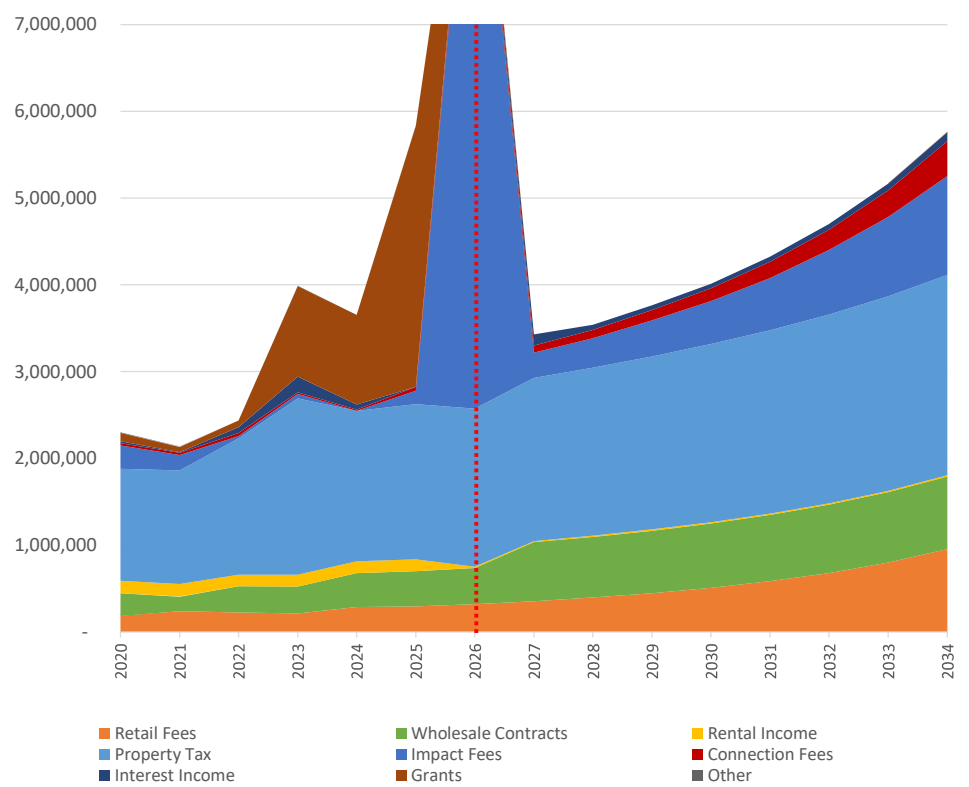
		Actual	Budget	Budget
		2024	2025	2026
Capital Projects				
Pipe Segment A (10800 West & 12800 North to I-84) Tremonton		-		3,075,000
Pipe Segment B (Tank & 10800 West to 13600 North) Tremonton		-		3,539,000
Pipe Segment C (Along I-84 from 12800 North to 1000 Tremonton		-		4,100,000
2.5m Gallon Storage Tank with Segment B Tremonton		-		3,100,000
Collinston Project	Collinston	-	-	-
Additional Source - Future Well East Side	Collinston	-	-	-
Harper Well	Harper Ward	-	2,814,560	-
500,000 Gallon Storage Tank	Harper Ward	-	1,800,000	-
Transmission Line	Harper Ward	-	390,000	-
South Willard Well #2 - Drilling	South Willard	-	2,000,000	-
South Willard Pump House	South Willard			900,000
Transmission Line	South Willard	-	300,000	100,000
Transmission Line	Beaver Dam		-	-
Farm Building Purchase	Other			63,172
Depreciation or Asset Replacement		400,000	-	-
Total Capital Projects		400,000	7,304,560	14,877,172
Change in Cash		3,923,727	(4,465,325)	1,241,826
Beginning Cash		5,025,296	8,949,023	4,483,698
Ending Cash		8,949,023	4,483,698	5,725,524

# Expenditures

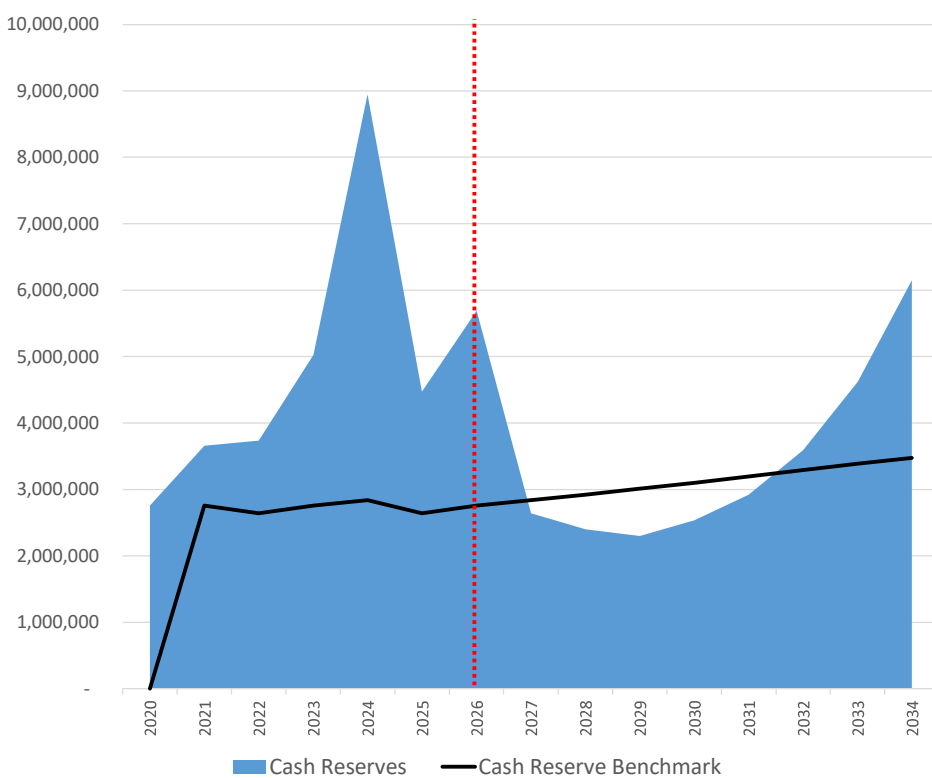




# Revenues

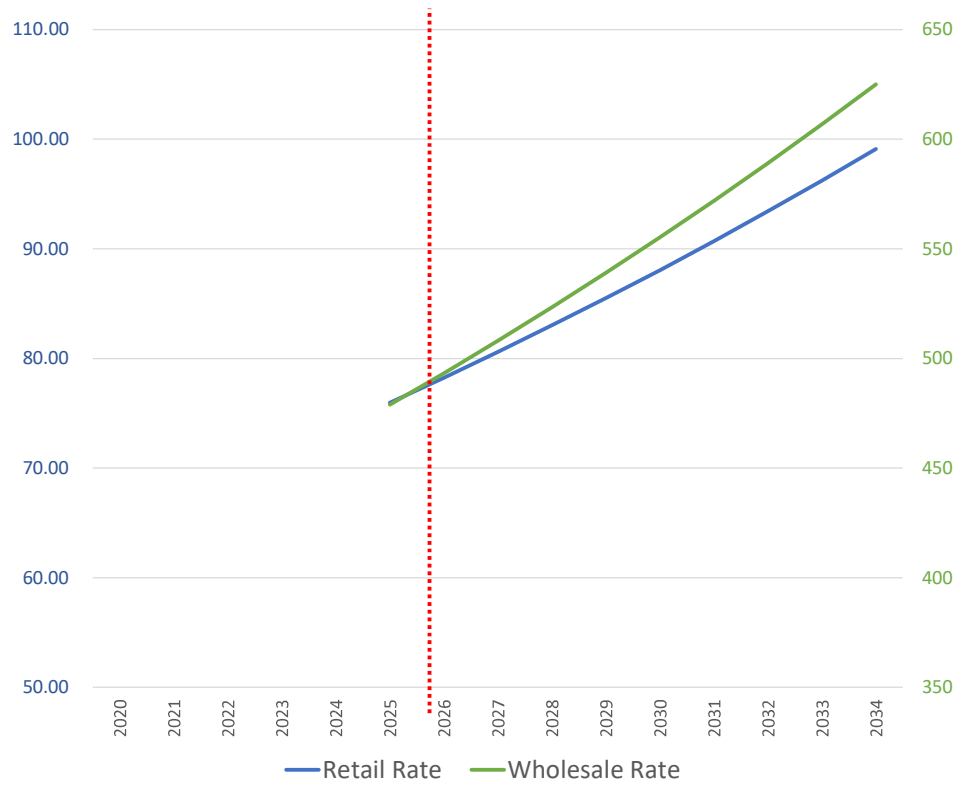
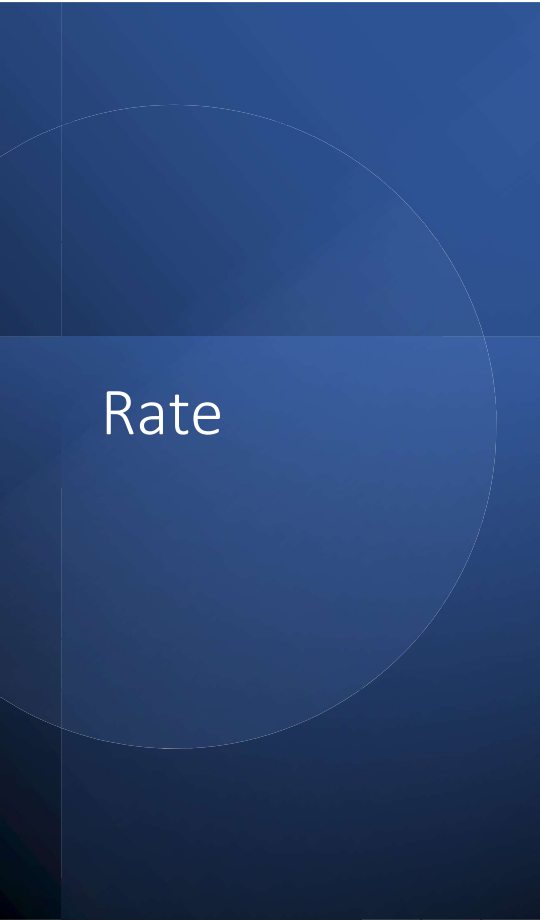


# Cash Reserves



# Debt Service Coverage





# Bear River Water Conservancy District

2026 Budget



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6263 Computer/Networking	11,000	20,000	20,000
6281 Office Utilities	10,000	15,000	15,000
6282 Telephone & Internet	10,000	12,000	12,000
6310 Lobbying	-	50,000	50,000
6311 Legal	60,000	60,000	60,000
6312 Accounting	25,000	50,000	50,000
6313 Engineering	70,000	100,000	100,000
6314 Exploration & Studies	150,000	300,000	300,000
6320 Engineering Howell Town (2025)		15,000	
6322 County Water Master Plan		175,000	
6448 Equipment and Tools	80,000	80,000	80,000
6449 Operating Supplies	45,000	20,000	20,000
6450 Beaver Dam O&M Expenses	30,000	30,000	30,000
6451 Bothwell System O&M Expenses	140,000	140,000	200,000
6452 Collinston System O&M Expenses	75,000	75,000	75,000
6453 Harper Ward System O&M Expenses	125,000	125,000	125,000

	Actual	Budget	Budget
	2024	2025	2026
6454 So Willard System O&M Expenses	30,000	30,000	30,000
6456 SCADA	50,000	50,000	50,000
6457 System O&M Expenses Fuel	25,000	20,000	20,000
6461 Water Service Connection Costs	10,000	10,000	10,000
6480 Weather Modification Expense	56,100	60,000	60,000
6490 Advertising & Media	7,000	7,000	7,000
6491 Printing and Reproduction	5,000	5,000	5,000
6510 Auto Insurance	4,000	4,000	7,000
6511 Fidelity Bonds	3,000	10,000	10,000
6512 Liability Insurance	10,000	10,000	10,000
6611 Bank Service Charges	1,000	1,500	1,500
6612 Merchant Card Services	3,500	3,500	3,500
6613 Bad Debt	150	150	150
<b>Water purchased</b>			
6672 Water Purchased-BC	50,000	50,000	50,000
6673 Water Purchased-Deweyville	20,000	20,000	20,000
<b>Depreciation</b>			
6690 Depreciation	400,000	400,000	412,000
6691 Amortization Expense			
Add Back Depreciation	(400,000)	(400,000)	(412,000)
<b>Total Operating Costs</b>	<b>1,985,300</b>	<b>2,742,710</b>	<b>2,618,346</b>
<b>Net Operating Income</b>	<b>(1,171,181)</b>	<b>(1,905,821)</b>	<b>(1,569,560)</b>
<b>Non-Operating</b>			
<b>Non-Operating Income</b>			
<b>Property taxes</b>			
5501 Property Taxes	1,731,797	1,787,326	1,822,919
5502 Property Tax RDA	125,080	125,080	128,832
<b>Grants</b>			
5511 Weather Modification Grant	29,200	30,000	30,000
5512 Regional Drought Planning	-	-	-
5515.1 BR Canal PL 566 PL-566	750,000	750,000	244,330
<b>Impact fees</b>			
5521 Beaver Dam Impact Fees -	-	-	-
5522 Bothwell Impact Fees 13,058	-	91,405	7,601,809
5523 Collinston Impact Fees 12,868	-	38,603	38,603
5524 Harper Ward Impact Fees 8,410	-	16,821	16,821
5525 South Willard Impact Fees 3,886	-	7,772	11,657
<b>Other non-operating income</b>			
5310 Connection Fees Collected 3,000	15,000	45,000	66,000
5410 Finance Charge Income	2,800	2,800	-
5610 Interest Income	60,000	-	85,000
5611 Bad Debt--inactive	-	-	-

	Actual	Budget	Budget
	2024	2025	2026
5630 Gain on Disposal of Asset	-	-	-
5631 Contributed Capital	88,150	-	-
5640 Contribution from Fund Balance	-	-	-
<b>Non-Operating Expenses</b>			
<b>Contributions to other governments</b>			
6910 Contr. to other Gov'ts-RDA Encr	(125,080)	(125,080)	(128,832)
6911 Contr. to Other Governments	-	-	-
6313.5 BR Canal PL 566 PL-566	(750,000)	(750,000)	(244,330)
Thatcher Penrose IFFP Other			(20,000)
Deweyville Pipeline Other			(35,000)
Willard City PRV Other			(75,000)
Mantua Town Generator Other			(50,000)
<b>Total Non-Operating Revenue (Expenses)</b>	<b>1,926,947</b>	<b>2,019,726</b>	<b>9,492,810</b>
<b>Net Revenue Before Debt Service</b>	<b>755,766</b>	<b>113,906</b>	<b>7,923,250</b>
<b>Debt Service Coverage Ratio</b>	<b>2.50</b>	<b>1.02</b>	<b>19.60</b>
<b>Debt Service</b>			
2008 South Willard Bond	116,126	115,892	115,614
2013 Beaver Dam Bond	8,000	8,000	8,000
2014 Collinston Bond	104,348	104,796	104,238
2018 Master Plan Bond	10,000	10,000	10,000
2020 Flat Canyon Well Bond	2,000	3,000	2,000
2021 Harper Ward Test Well	7,000	7,000	7,000
2024 SRF Loan	-	35,500	157,400
<b>Proposed 2026 Bonds</b>			
<b>Total Debt Service</b>	<b>302,614</b>	<b>284,188</b>	<b>404,252</b>
<b>Net After Debt Service</b>	<b>453,153</b>	<b>(170,282)</b>	<b>7,518,998</b>
<b>Other Sources</b>			
2024 Bond Proceeds SRF	2,840,000		
Proposed 2026 Bonds			8,500,000
Developer Contribution (Bothwell Segement A)			
Proposed 2030 Bonds			
<b>Grants</b>			
5510 State Grants GOEO	-	900,000	100,000
5510 State Grants CIB/County Water Master Plan		175,000	
5515 Federal Grants USBR	434,724	1,580,223	-
5516 County ARPA Fund Grant	595,851	354,294	
Sale of Capital Assets -7 Acres			
<b>Total Other Sources</b>	<b>3,870,574</b>	<b>3,009,517</b>	<b>8,600,000</b>



		Actual	Budget	Budget
		2024	2025	2026
Capital Projects				
Pipe Segment A (10800 West & 12800 North to I-84) Tremonton		-		3,075,000
Pipe Segment B (Tank & 10800 West to 13600 North) Tremonton		-		3,539,000
Pipe Segment C (Along I-84 from 12800 North to 1000 Tremonton		-		4,100,000
2.5m Gallon Storage Tank with Segment B Tremonton		-		3,100,000
Collinston Project	Collinston	-	-	-
Additional Source - Future Well East Side	Collinston	-	-	-
Harper Well	Harper Ward	-	2,814,560	-
500,000 Gallon Storage Tank	Harper Ward	-	1,800,000	-
Transmission Line	Harper Ward	-	390,000	-
South Willard Well #2 - Drilling	South Willard	-	2,000,000	-
South Willard Pump House	South Willard			900,000
Transmission Line	South Willard	-	300,000	100,000
Transmission Line	Beaver Dam		-	-
Farm Building Purchase	Other			63,172
Depreciation or Asset Replacement		400,000	-	-
Total Capital Projects		400,000	7,304,560	14,877,172
Change in Cash		3,923,727	(4,465,325)	1,241,826
Beginning Cash		5,025,296	8,949,023	4,483,698
Ending Cash		8,949,023	4,483,698	5,725,524

## **WATER RIGHT LEASE AGREEMENT**

THIS WATER RIGHT LEASE AGREEMENT (the “Agreement”) is made and entered into by and between Bear River Water Conservancy District, a water conservancy district organized under the laws of the State of Utah (the “District”) and Steve Elliot, an individual (“Elliot”).

### **RECITALS**

A. Elliot is in need of water for stock watering use in the Whites Valley area of Box Elder County, Utah, and has requested that the District lease him water for this purpose.

B. District is the owner of water rights in the Bothwell Pocket area for municipal, irrigation, domestic, and stock watering purposes.

C. District is willing to lease a portion of its water rights to Elliot and Elliot is willing to lease a portion of the District’s water rights pursuant to the terms and conditions set forth herein.

### **AGREEMENT**

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Leased Water.

Subject to the terms and provisions of this Agreement, the District agrees to lease a portion of the District’s Water Right No. 29-1592 to provide up to eight acre feet annually to Elliot for stockwatering purposes (the “Leased Water”), subject to any reductions imposed by the State Engineer in his approval of the temporary change application that will be required under this Agreement.

2. Lease Term

a. District agrees to lease the Leased Water to Elliot (the “Lessee”) commencing as of the date the State Engineer approves the District’s first temporary change application required for the use of the Leased Water and expiring ten years thereafter (the “Lease Term”).

b. The Leased Water shall be available to Elliot for use in quantities not to exceed eight-acre feet each year (the “Annual Water Allocation”).

3. Lease Rate and Payment.

a. Elliot agrees to pay the District’s current wholesale rate of \$493.32 annually for eight-acre feet for the Leased Water without regard to the actual use of water by Elliot. The District shall bill Elliot annually for the Annual Water Allocation and payment shall be made in full prior to Elliott may use the Leased Water. Payment shall be made within 30 days following the final approval of the temporary change application each year during the Lease Term.

b. Elliot shall monitor his water usage using a meter installed at the Elliot Well located at (N 84 feet E 2160 feet from W4 corner, Sec 28 T 13N R 4W SLBM). If Elliot fails to adequately monitor his water use and accidentally or intentionally uses all or part of the Annual Water Allocation prior to making the corresponding Annual Water Allocation payment, the District may terminate the Agreement. Elliot will read the meter monthly documenting the water use and submit a year-end water use report to the District before January 15 of the following year.

4. Temporary Change Application.

a. District and Elliot shall cooperate in the preparation, filing and securing of the approval of annual temporary change applications to permit Elliot to use the Leased Water for the Lease Term.

b. If at any time during the evaluation of the temporary change application by the State Engineer's office, the State Engineer initiates an evaluation of the Leased Water that is unsatisfactory to either the District or Elliot, the parties shall jointly consult with the State Engineer. If these matters cannot be resolved to their joint satisfaction, either party in its sole discretion, may terminate this Agreement and withdraw any change application and neither party shall have any further obligation pursuant to this Agreement.

c. If the State Engineer issues a decision rejecting the temporary change application or approves it with conditions unacceptable to the parties, either party in its sole discretion may elect to withdraw the change application and terminate this Agreement.

d. Elliot shall pay all costs and expenses including attorneys' and engineering fees incurred in connection with the preparation and filing of the temporary change applications or in any administrative proceeding involving the approval of the temporary change applications. District shall bear any costs and expenses, including attorneys' fees that it may incur relating to this Agreement, administration of the lease, and the change application.

e. The parties understand that the Leased Water shall automatically revert to the District at the end of the Lease Term concurrent with the expiration of the applicable change application.

5. Elliot Water Facilities.

a. The parties agree that the Leased Water will be diverted from a well to be drilled by Elliot located in: N 84 feet E 2160 feet from W4 corner, Sec 28 T 13N R 4W SLBM (the “Elliot Well”).

b. It is understood and agreed that Elliot shall be responsible for the installation and maintenance of all facilities necessary to divert and use the Leased Water, including drilling the Elliot Well, installation of the pump, backflow preventer, motor and related diversion facilities to obtain the Leased Water, including the installation of a totalizing meter to measure the quantity of Leased Water diverted.

6. No Third Party Beneficiaries.

This Agreement is not intended to be a third party beneficiary contract for the benefit of any third parties, and no such persons shall have any cause of action against the District for any failure by the District to make water available as provided in this Agreement, or for any breach or default by the District hereunder. In addition, no third parties shall have any rights hereunder that would in any way restrict the right of the District and Elliot to modify or renew this Agreement as provided herein at any time or in any manner.

7. Indemnity.

Elliot shall be responsible for payment of all liabilities that may arise in connection with the leased water made available by the District under this Agreement. Elliot agrees to indemnify,

defend, and hold harmless the District and its officers, directors, and employees from any and all claims, losses, damages, liabilities, settlement costs, penalties, interest, charges, costs, expenses, and attorney fees as a result of any litigation, investigation, action, or proceeding of any nature based on, arising from, or related to Elliot's use of the Leased Water made available by the District under this Agreement.

8. Notices. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when hand delivered, sent by certified or registered United States mail to the respective address of District or Elliot as set forth below:

If sent to District:

Bear River Water Conservancy District  
Attn: General Manager  
102 Forest Street  
Brigham City, UT 84302

If sent to Elliot:

Steve Elliot  
10610 North 10800 West  
Thatcher, Utah, 84337

9. Effective Date of Agreement. This Agreement shall be effective when executed by the parties.

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

11. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and supersedes any prior understanding, representation, or agreement of the parties regarding the subject matter hereof.

12. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

13. No Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute waiver of that or any other right, unless expressly provided herein. No waiver shall affect or alter the remainder of this Agreement, and each and every covenant, duty, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

14. Rights and Remedies. The parties shall have all rights and remedies provided under Utah law for a breach or threatened breach of this Agreement, these rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

15. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

16. Authorization. Each individual executing this Agreement does thereby represent and warrant to each other so signing that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.

17. Assignment. Lessee may not assign any interest contained herein, voluntarily or involuntarily, without the prior written consent of Lessor. Lessee may not sublease any portion of this Lease.

18. Execution of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may be delivered by facsimile or in electronic file format.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2011.

**BEAR RIVER WATER CONSERVANCY  
DISTRICT:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STEVE ELLIOT:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_