



Board Meeting Minutes

Wednesday December 13, 2023 @ 6:00 P.M.
102 West Forest Street
Brigham City, UT 84302

In Attendance:

David Forsgren, Chairman
Charles Holmgren, Financial Chairman
Lyle Holmgren
Richard Day

Board Members

DJ Bott, Vice-Chairman
Jay Capener
Mark Larson
Boyd Bingham

Absent:

Brodie Calder
Joseph Summers

Tim Munns

Staff:

General Manager, Carl Mackley

Administrative Assistant, Jamie Williams

Chairman David Forsgren - Welcome

Chairman David Forsgren welcomed all in attendance and called the meeting to order at 6:00 p.m.

Invocation & Pledge of Allegiance

Offered by Vice-Chairman DJ Bott.

Declaration of Conflicts of Interest

None

Adoption of the Agenda

Vice-Chairman DJ Bott made a motion to approve the agenda. The motion was seconded by Financial Chairman Charles Holmgren; all members voted aye, motion passed.

Approval of Minutes – Chairman David Forsgren

October 25, 2023, Meeting

Board Member Mark Larson made a motion to approve the minutes for October 25, 2023, Board Meeting. The motion was seconded by Board Member Richard Day; all members voted aye, motion passed.

November 15, 2023, Meeting

Financial Chairman Charles Holmgren made a motion to approve the minutes for November 15, 2023 Board Meeting with a few corrections to some typographical errors. The motion was seconded by Board Member Mark Larson; all members voted aye, motion passed.

Financial Business – Financial Chairman Charles Holmgren

The financial statements for September, October and November 2023 were prepared and provided to the board members. Financial Chairman Charles Holmgren reviewed the financial business reports for the District and recommended the Board's approval. Board Member Lyle Holmgren made a motion for the Approval of the September 1, 2023, through November 30, 2023, Financial Statements. Vice-Chairman DJ Bott seconded the motion; all members voted aye, motion passed.

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Board Action Items- General Manager Carl Mackley

A. 2024 Proposed Board Meeting Schedule

The 2024 Proposed Board Meeting Schedule was prepared and provided to the board members. General Manager Carl Mackley reviewed the proposed Board Meeting Schedule. The Board Meeting Schedule follows the District's typical pattern of holding Board meetings on the 4th Wednesday of the month with a few notable changes in July, November, and December. Board Member Mark Larson made a motion to approve the 2024 Proposed Board Meeting Schedule as presented. The motion was seconded by Board Member Jay Capener; all members voted aye, motion passed.

B. 2024 Staff Holiday and Payday Calendar

The 2024 Proposed Staff Holiday and Payday Calendar was prepared and provided to the board members. General Manager Carl Mackley stated that the 2024 Staff Holiday and Payday Calendar follows the District's policy and there are no changes. Board Member Lyle Holmgren made a motion to approve the 2024 Staff Holiday and Payday Calendar. The motion was seconded by Board Member Mark Larson; all members voted aye, motion passed.

C. Proposed 4% Cost of Living Amount (COLA) Pay Increase (part of Proposed 2024 Budget)

General Manager Carl Mackley stated that, as is customary, he would like to have the board approve the COLA for the year. Mr. Mackley explained that the District traditionally follows what Box Elder County does regarding the COLA. Box Elder County is giving their employees a 4% COLA for 2024, likewise the proposal is to give all staff at BRWCD a 4% COLA for 2024. Vice-Chairman DJ Bott made a motion to approve the 4% COLA. The motion was seconded by Board Member Richard Day; all members voted aye, motion passed.

D. Increase Wholesale Rate to Recommended \$465/acre-foot.

General Manager Carl Mackley explained that following up from last month's board meeting discussion the District has analyzed our financial situation and made some recommendations. The current wholesale rate is \$345/acre-foot, and it has remained at that rate since 2011. The General Manager is recommending a 35% to \$465/acre-foot. Mr. Mackley explained that the wholesale agreements the District has with current wholesale customers allow for an increase at any time under justifiable terms. Mr. Mackley proposed to increase the wholesale rates starting January 1, 2024. Vice-Chairman DJ Bott made a motion to increase the Wholesale Rate to \$465/acre-foot starting January 1, 2024. The motion was seconded by Financial Chairman Charles Holmgren; all members voted aye, motion passed.

E. Set Public Hearing (1/2024) to Standardize Retail Rates for All District Water Systems

Board Member Lyle Holmgren made a motion to set a Public Hearing to Standardize Retail Rates for All District Water Systems for January 24, 2024, board meeting. The motion was seconded by Board Member Mark Larson; all members voted aye, motion passed.

F. Adoption of Amended 2023 BRWCD Budget.

The Amended 2023 BRWCD was prepared and provided to the board members. General Manager Carl Mackley briefly reviewed the changes. Board Member Mark Larson made a motion to adopt the amended 2023 BRWCD budget. The motion was seconded by Vice-Chairman DJ Bott; all members voted aye, motion passed.

Public Hearing Proposed 2024 BRWCD Budgets – Chairman David Forsgren

Vice-Chairman DJ Bott made a motion to open the public hearing for the proposed 2024 BRWCD budget. The motion was seconded by Financial Chairman Charles Holmgren; all members voted aye, motion passed. No public comments were made. Vice-Chairman DJ Bott made a motion to close the public hearing for the proposed 2024 BRWCD budget. The motion was seconded by Financial Chairman Charles Holmgren; all members voted aye, motion passed.

Action on Public Hearing

Vice-Chairman DJ Bott made a motion to accept Resolution 2023-29 adopting the 2024 final budget. The motion was seconded by Board Member Lyle Holmgren; all members voted aye, motion passed.

Trustee Reports – Board Members.

Dave Forsgren- Reported that he had talked to Troy McNeely, Honeyville City's Public Works Director. Mr. McNeely reported that as of today Honeyville's springs are running 490 gallons per minute (gpm), and the South Well is 1100-1200 gpm. Honeyville has 7-8 good springs that supplied most of the City's water for this year. Honeyville hired a consulting engineer to do their Lead and Copper Study, so they are working on that and hope to have it done by the October 16 deadline.

DJ Bott- This week it was reported that Mantua is only 1.5" below spill and this is the most water that anyone that is currently employed with Brigham City has seen at this time of year in Mantua Reservoir. It was also reported this week by Brigham City Water Department that they have been able to reinject culinary water back into all four of the wells in Brigham.

Charles Holmgren- Reported that the Snowpack is 134% of normal currently in Bear River Drainage and total precipitation is 121%. Bear Lake is at 5916.76 ft., and it only has 1.25 ft. to go before the lake will be at flood control level. Bear River Canal Company is concerned about the single family well drilling projects in the county and wondering whether to protest these projects or request the State Engineer to do a hard close on the basin. Regarding The Great Salt Lake, the Speaker of the House has filed considerable water right applications on the west side of the Promontory Range. Bear River Canal Company discussed whether they should protest those applications and discussed approaching BRWCD to see whether we would be willing to protest Mike Shultz's application to develop water on the west side of the Promontory Range. Bear River Canal Company voted to intervene in the Great Salt Lake Lawsuit today.

Vice-Chairman DJ Bott suggested to include discussion of the protesting single family well drilling projects on the agenda for the next board meeting. Board Member Lyle Holmgren seconded the suggestion.

Jay Capener- Reported that he attended Bear River Canal Company Board Meeting that morning and that most of the meeting was spent discussing how to protect the canal company's water. Board Member Capener said that this is concerning.

Lyle Holmgren- Reported that Tremonton City has an upcoming meeting to renew the agreement between Tremonton City and BRWCD for secondary water.

Mark Larson- No Report

Richard Day- Reported that Pineview has put new secondary water meters in South Willard.

Boyd Bingham- Board Member Boyd Bingham stated that he had no report. General Manager Carl Mackley asked if Board Member Bingham would like to talk about the process that is happening for the county to appoint BRWCD trustees to the board. Mr. Bingham explained that after looking into the guidelines and state codes that the responsibility of appointing trustees falls upon the appointing committee, which is the county commissioners. Board Member Bingham also explained that the guidelines recommend having elected officials appointed to the board.

Adjournment

Board Member Lyle Holmgren made a motion to adjourn the meeting. Vice-Chairman DJ Bott seconded the motion. The meeting adjourned at 7:20 p.m.

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MUTUAL WATER SUPPLY AGREEMENT
(LAST UPDATED ON 1/4/2024 BY CARL MACKLEY)

This MUTUAL WATER SUPPLY AGREEMENT (“**Agreement**”) is made and entered into by and between the Tremonton City, a municipal corporation organized under the laws of Utah (“**City**”), and Bear River Water Conservancy District (“**District**”), a water conservancy district organized under the laws of the State of Utah, on this ___ day of _____, 2024 (“**Effective Date**”). The City and District may also be referred to as “**Party**” or “**Parties**.”

RECITALS

A. WHEREAS, the City owns and operates a water distribution system and is empowered to acquire water and water rights; to construct the necessary facilities to produce, treat, store, and distribute its water; to exchange water rights or sources of water supply for other water rights or sources of water supply to meet the needs of its water service area; and to enter into contracts to purchase water from or supply surplus water to public and private entities; and

B. WHEREAS, the District operates a water distribution system and is empowered to acquire water and water rights; to construct the necessary facilities to produce, treat, store, and distribute water; and to enter into contracts with public and private entities to purchase, sell, or exchange water; and

C. WHEREAS, the City is currently in need of additional sources of water supply to serve customers within its service area, and therefore desires to purchase or exchange its source of water supply for water from the District’s water supply; and

D. WHEREAS, the District provides wholesale and retail water service within its service area, and is willing to sell or exchange water from sources within its ownership or control to the City; and

E. WHEREAS, the District desires to exchange its source of water supply for water from the City to better serve retail customers within its service area; and

F. WHEREAS, the City provides water service to its inhabitants, and has water from water sources within its ownership or control that it is willing to exchange with the District.

NOW, THEREFORE, for the mutual promises and other good and valuable consideration described herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Water Supplied.

- (a) District Water. The District shall annually make available for diversion by the City 350 acre-feet of water, diverted at a maximum flow rate of 500 gallons per minute (“**District Water**”). This flow rate limitation may be allowed to increase under temporary water emergency circumstances as such may exist and as system capacity is available. The first 150 acre-feet of the District Water shall be “**Block 1 Water**”, with the remaining 200 acre-feet constituting “**Block 2 Water**”. The City shall pay for the 150 acre-feet of Block 1 Water annually, regardless of the amount of Block

1 Water which is diverted by the City. If the City needs more water than is supplied in the Block 1 Water, it may purchase Block 2 Water on an as-needed basis. The City shall only be obligated to pay for the quantity of Block 2 Water it receives from the District. Nothing in this Agreement shall be construed to preclude or limit the ability of the District to make additional water, in excess of the Block 1 Water and Block 2 Water, available to the City for purchase.

- (b) City Water. The City shall annually make available for diversion by the District 200 acre-feet of water, diverted at a maximum rate of 285 gallons per minute ("**City Water**"), on an as-needed basis. The District shall only be obligated to pay for the quantity of City Water that it receives from the City. Nothing in this Agreement shall be construed to require or preclude the ability of the City to make additional water, in excess of the City Water, available to the District.
- (c) Surplus Water. For the purposes of determining the applicability of and compliance with Article XI, Section 6 of the Utah Constitution and associated statutes and regulations, the City Water shall be considered to be exchanged with the District Water if the total annual diversion of City Water by the District is less than the total annual diversion of District Water by the City. If the District diverts a greater total volume, the excess volume shall be considered part of the City's surplus water.
- (d) Supplying and Receiving Parties. For the purposes of this Agreement, the Party making water available for diversion shall be referred to as the "**Supplying Party**", and the Party diverting the water shall be referred to as the "**Receiving Party**".

2. Water Delivery. The District shall make the District Water available to the City from three points located in the District's Bothwell System shown in **Exhibit "A"**. The three locations are: 1.) UDOT Meter Station located approximately 11900 N. 8800 W. in Tremonton, 2.) Bypass 2 Meter Station located approximately 2660 W. 1000 N. in Tremonton and 3.) Bypass 3 Meter Station located approximately 12150 N. Harley Drive in Tremonton. The City shall make the City Water available to the District at the Tremonton Booster Station, located at approximately 5095 W. 12000 N. in Box Elder County as shown in **Exhibit "B"**. Each Party shall purchase, construct, operate, maintain, and/or replace, at its sole expense and without any cost or obligation to the other Party, any water meters, delivery lines, appurtenant fixtures, or other facilities necessary to divert water at the point where the Party takes the water from the other Party.

3. Water Quality. The Supplying Party shall use reasonable efforts and endeavor to provide water that is the same quality as the water used in the remainder of the Parties' respective retail water systems.

4. Metering.

- (a) The water received by each Party shall be metered at the point where the Receiving Party diverts its water from the Supplying Party's water system, as described in Section 2 of this Agreement. The volume diverted by the Receiving Party shall be metered and recorded monthly by the Supplying Party, with such records provided to the Receiving Party on a monthly basis.
- (b) Each Party shall be responsible for the installation, maintenance, testing, and replacement of its own meter(s). Each Party shall have the right to access and read the meter of the other Party.

If a meter is found to be inaccurate by more than 5%, the meter shall be repaired or replaced by the Party owning the meter as soon as is practicable. Until the meter is replaced, the amount of water delivered in that calendar year shall be adjusted by the accuracy factor measured by the expert. If the Parties agree that a meter is failing or has

failed, whether temporarily or permanently, the meter readings from the same dates in the previous calendar year shall be used until the failure is remedied. If the inaccuracy or failure of a meter is contested by the Parties, an expert that is mutually acceptable to the Parties may be hired to test the allegedly failing meter. If the meter is accurate within 5%, the cost of the test shall be paid by the Party that alleged the failure. If the meter fails the test, the cost of the test shall be borne by the Party that owns the meter.

5. Terms of Payment.

(a) Payments Due.

- i. Block 1 Water. The City shall pay the District for the Block 1 Water in quarterly installments, assessed on January 15, April 15, July 15, and October 15 of the calendar year in which the District Water is supplied.
- ii. Block 2 Water and City Water. No later than January 31 each year, the City and the District shall compare the amounts of Block 2 Water and City Water diverted by each respective Party in the previous calendar year. The Party diverting the larger quantity of water shall pay the other Party for the difference in the Parties' respective diversions. Such payment shall be due and payable no earlier than fifteen (15) days following the cooperative calculation by the Parties of the amount due.
- iii. Penalties. Each Party shall pay in full the amount due within 30 days of receiving a written invoice from the other Party. The Parties may assess interest on late payments at an annual interest rate of twelve percent (12%) (based on a 360-day year comprised of twelve 30-day months).

(b) Water Rates.

- i. Block 1 Water. The City shall pay the District's current wholesale price per acre-foot for the District Water, as set by the District's Board of Directors for the District's wholesale water customers (the "**Wholesale Rate**"). Beginning on the Effective Date and for the term of this Agreement, the City shall pay to the District the Wholesale Rate for the Block 1 Water. The amount due for the Block 1 Water shall be calculated on the Effective Date until January 2 for the first year of this Agreement and recalculated on January 2 of each subsequent year this Agreement is in effect, prorated for partial calendar years.
- ii. Block 2 Water. If the City has diverted a larger quantity of water than the District diverted from the City's system in a calendar year, the City shall pay the District the difference in diverted water. Specifically, the City shall pay the District the Wholesale Rate for the quantity of Block 2 Water used in a calendar year, which shall be calculated on the basis of meter readings taken on December 31 and the Wholesale Rate in effect on January 2 of the calendar year in which the Block 2 Water is diverted.

The initial meter reading for Block 2 Water shall be made on the Effective Date of this Agreement. If Block 2 Water is used by the City in calendar year 2023, the Wholesale Rate shall be the rate as of the Effective Date.

- (c) City Water. If the District has diverted a larger quantity of water than the City diverted from the District's system in a calendar year, the City shall pay the District the difference in diverted water.

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

12. 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.

13. Incorporation of Recitals and Exhibits. The recitals and exhibits contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

14. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in writing signed by both Parties.

15. 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. Either Party may, by written notice delivered in the manner provided in this Agreement, but shall not be under obligation to, waive any of its rights or any conditions to its obligations hereunder, or any covenant or duty of any other Party. 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.

16. Persons Bound by Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

17. Attorney Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful Party in the action shall pay to the successful Party, in addition to all the sums that either Party may be called upon to pay, a reasonable sum for the prevailing Party's attorney fees and costs.

18. Authorization. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth for which he or she signs.

19. Rights and Remedies. The Parties shall have all rights and remedies provided under Utah law for a breach of this Agreement. Such 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 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.

20. Time is of the Essence. Time is of the essence regarding the dates and time constraints set forth in this Agreement.

21. 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 that are necessary and proper to make effective the provisions of this Agreement.

22. Severability. In the event that any provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be valid to the extent of the scope or breadth permitted by law.

[Signatures on following page]

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IN WITNESS THEREOF, each Party to this Agreement has caused it to be executed on the date indicated below.

CITY OF TREMONTON

**BEAR RIVER WATER
CONSERVANCY DISTRICT**

Mayor

Chairman

Attest: _____
City Recorder

Attest: _____
Vice Chairman

Date: _____

Date: _____

STATE OF UTAH)
)
 :ss.
COUNTY OF BOX ELDER)

On _____, 2024, personally appeared before me, a notary public, _____, the Mayor of the City of Tremonton ("City"), and _____, the City Recorder, who acknowledged that they executed the above instrument for and on behalf of the City pursuant to a motion or resolution duly adopted by the City Council.

Notary Public

STATE OF UTAH)
)
 :ss.
COUNTY OF BOX ELDER)

On _____, 2024, personally appeared before me, a notary public, _____, the _____ of Bear River Water Conservancy District ("District"), and _____, the Secretary of the District, who acknowledged that they executed the above instrument for and on behalf of the District pursuant to a motion or resolution duly adopted by the Board of Directors.

Notary Public

EXHIBIT A

Locations of District Water Delivery to City

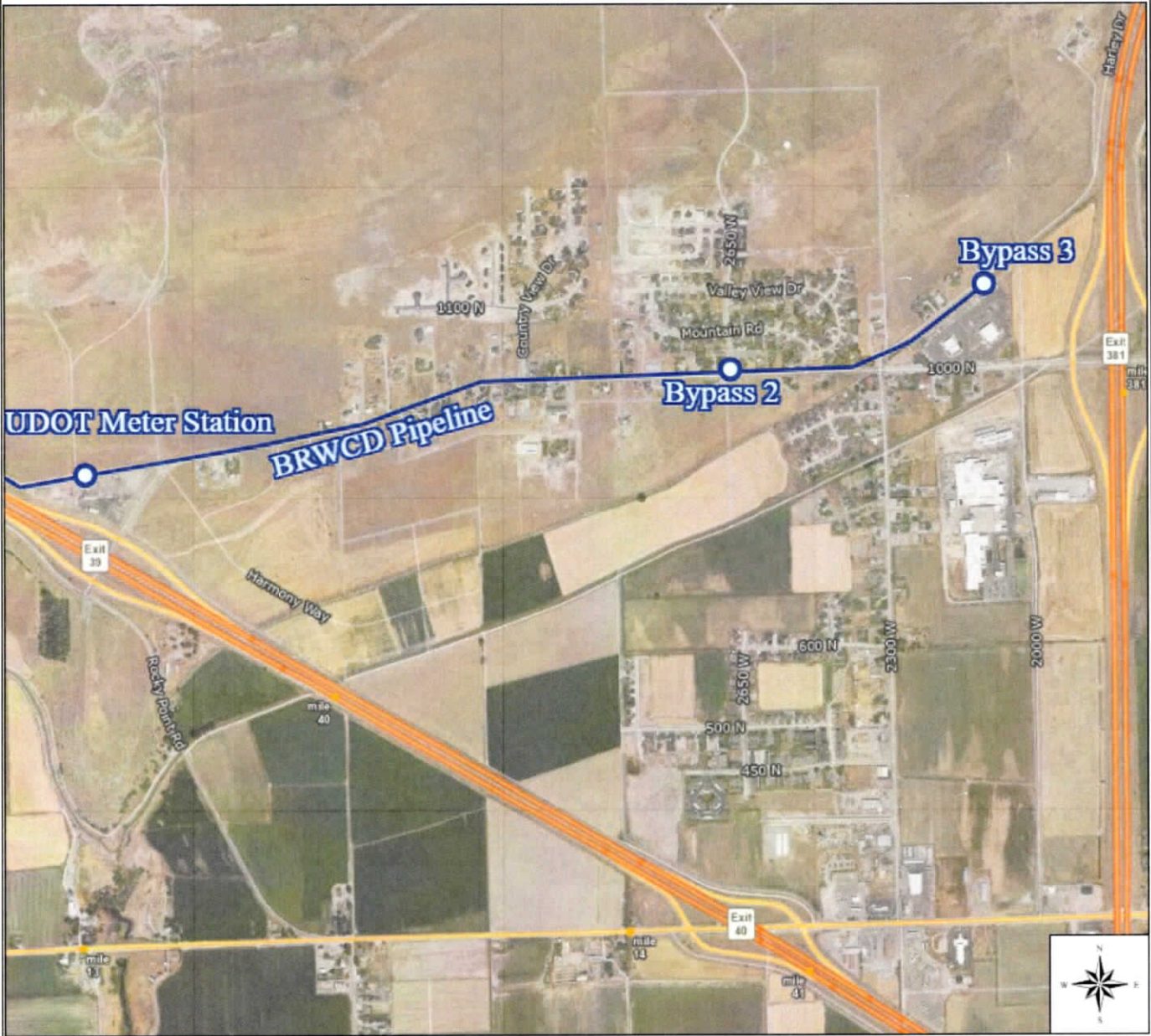


EXHIBIT B

Location of City Water Delivery to District



**Bear River Water Conservancy District
General Manager's Report
January 18, 2024**

By Carl W. Mackley, P.E.

Water Conservancy District

We have some new board members or trustees of the Bear River Water Conservancy District. Congratulations to Riffin Holmgren and Mayor Lesley Kendrick! We will also miss our veteran members; Dave Forsgren and Charles Holmgren! I'm grateful for my association with all of the trustees. Since we have new members and we still have new members from the last couple of years, I thought I would provide some additional information regarding what a water conservancy district is and what that means. I think this information will be news to some of us and a good reminder to others.

A water conservancy district is a special case of Special Districts and are regulated under the Utah Water Conservancy District Act, as well as Special Districts statutes. I think it is worth sharing the following from the Conservancy District Act:

17B-2a-1002 Legislative intent -- Purpose of water conservancy districts.

- (1) It is the intent of the Legislature and the policy of the state to:
 - (a) provide for the conservation and development of the water and land resources of the state;
 - (b) provide for the greatest beneficial use of water within the state;
 - (c) control and make use of all unappropriated waters in the state and to apply those waters to direct and supplemental beneficial uses including domestic, manufacturing, irrigation, and power;
 - (d) obtain from water in the state the highest duty for domestic uses and irrigation of lands in the state within the terms of applicable interstate compacts and other law;
 - (e) cooperate with the United States and its agencies under federal reclamation or other laws and to construct, finance, operate, and maintain works in the state; and
 - (f) promote the greater prosperity and general welfare of the people of the state by encouraging the organization of water conservancy districts.
- (2) The creation and operation of water conservancy districts are a public use to help accomplish the intent and policy stated in Subsection (1) and will:
 - (a) be essentially for the benefit and advantage of the people of the state;
 - (b) indirectly benefit all industries of the state;
 - (c) indirectly benefit the state by increasing the value of taxable property in the state;
 - (d) directly benefit municipalities by providing adequate supplies of water for domestic use;
 - (e) directly benefit lands to be irrigated or drained;
 - (f) directly benefit lands now under irrigation by stabilizing the flow of water in streams and by increasing flow and return flow of water to those streams; and
 - (g) promote the comfort, safety, and welfare of the people of the state.

Enacted by Chapter 329, 2007 General Session

In addition, our Mission Statement states: “The Bear River Water Conservancy District created September 8, 1988 by court decree, under the guidelines of the Utah Water Conservancy Act, will endeavor to:

- Conserve and protect water and water rights.
- Develop and provide water for municipal, industrial and agricultural use.
- Use these resources to best serve the residents of Box Elder County.

I look forward to working with the new board this year as we strive to fulfill the purposes of our existence and seek to best serve and support the residents of Box Elder County

Expectations for 2024

Projects and Funding

There are a number of projects that we will be working on during 2024. I anticipate spending \$6.8 million this year in new infrastructure. We are setup to do so and need to spend the money this year or we may lose some of it. Below is the list of funding by source, followed by projects, a description, and

Funding

- | | | |
|---------|-------------|---|
| • USBR | \$1,738,000 | (U.S. Bureau of Reclamation Drought Resiliency Funding) |
| • SRF | \$2,840,000 | (State Revolving Fund Loan/Bond through Drinking Water Board) |
| • GOEO | \$1,000,000 | (Governor’s Office of Economic Opportunity) |
| • ARPA | \$ 824,000 | (American Rescue Plan Act remaining funds from B.E. Co.) |
| • DSA | \$ 400,000 | (Depreciation Savings Account Budget Item for 2024) |
| • TOTAL | \$6,802,000 | (Sum Total of Above) |

Coldwater Canyon Well (\$1,938,000)

In late spring or early summer, we will drill a well high on the bench above Honeyville at the mouth of Coldwater Canyon. We anticipate a 12-inch to 14-inch well, 900 feet deep that will produce over 1000 gallons per minute (gpm). This well is intended to be used in the near future as a replacement source of water for our Collinston Water System. It could also be used as a source of water for several communities in the area.

Collinston Well (\$50,000)

We will be focusing on our monitoring program at this time. We will install several monitoring devices with the goal of having them installed and online before May 1st.

Harper Ward Well and Tank (\$3,090,000)

We are currently drilling a 12-inch well to 440 feet deep with a cable tool rig. Water Well Services is drilling the well. They are about 200 feet deep at this time. It will be slow drilling. We have designed the tank to hold 520,000 gallons and are designing the pumpstation, planning for power installation and the pipeline from the tank down to the system service line. This should all be constructed this year.

Flat Canyon Well Pumpstation and Pipeline (\$624,000)

This is a leftover project from 2023 that is nearly complete. A 6-inch HDPE pipeline has been constructed from the Flat Canyon Well in Deweyville, to the start of our Collinston Water System immediately north of the Deweyville Cemetery. A pump station has been constructed and a pump installed. Power has been installed. We are waiting on just a few final checklist items to complete this project. This will provide our Collinston System with 125 to 150 gpm.

Hammons Well (\$250,000)

We are working with Ukon Water Company as well as Riverside-North Garland Water Company to investigate the feasibility of constructing a well on the Hammons Property in Riverside. I am working on a memorandum

of understanding (MOU) that states that our involvement over the next three years will be limited to purchasing some land for the project, as well as making significant planning and engineering contributions.

Beaver Dam Water System (\$250,000)

We will be replacing the original 2-inch water line in Sleepy Hollow at Earley Park, with a 4-inch water line. It will extend approximately 2300 feet from the existing distribution box, down to the treatment plant. This should provide additional capacity for the Sleepy Hollow Springs, as well as bring that water closer to the main stem of Willow Creek, which would benefit those with water rights on that stream below us.

Bothwell Water System (\$600,000)

We are working with contractors and the Summerland Ranches Developers to install about 9100 feet of 12-inch water line loop along 10800 West from about 13200 North to 12800 North, then along 12800 North from 10800 West, east to the Frontage Road. This will add an additional 400 gpm capacity to our Bothwell System pipelines.

County Water Master Plan

BRWCD is partnering with Box Elder County to complete a county water master plan (CWMP). The CWMP is overseen by the county and a steering committee represented by a group of individuals that attended the Growing Water Smart Workshop last summer. It is being funded by and through BRWCD via a combination of District funds, as well as grant money. The purpose of the CWMP is to comply with state laws, as well as to divide the county into regions for localized planning purposes. The steering committee is currently evaluating statements of qualification from interested consultants. A successful consultant or group of consultants will be chosen by the end of the month and the plan will be underway in February. A final CWMP is expected for the end of November, 2025.

2018 Water Right Applications to Appropriate

From 2012 to 2018, the Bear River Valley in Box Elder County, known as Water Right Area 29, was closed to new applications to appropriate groundwater for anything beyond a small amount of water for a single-family in unincorporated Box Elder County. Certain senior water rights holders, including the Bear River Club Company, a waterfowl hunting club, and the USFWS Bird Refuge were protesting every groundwater application, and pressuring the State Engineer to close Area 29 to new appropriations of groundwater. The State Engineer did put a moratorium on applications to appropriate during the time indicated, while studies were conducted to determine if there was water available for appropriation. Ultimately, the State Engineer concluded that 10,000 acre-feet of groundwater was available for appropriation.

Correspondingly, BRWCD filed five applications to appropriate a total of 3500 acre-feet of water for future use within Box Elder County. One of these applications totaling 1000 acre-feet Northwest of Plymouth was rejected, along with several other applications in that area. Four applications totaling 2500 acre-feet remain without a decision on them. These applications were protested by local individuals, as well as some senior water right holders, including the two entities indicated above. BRWCD has been working with the Bear River Club Company and USFWS to create a mitigation agreement that would satisfy the senior right holders concerns and allow us to mitigate for a reasonable portion of the depletion of developing these rights, in exchange for them withdrawing their water right protests.

The BRWCD Board of Trustees (board) approved mitigation procedures included in the tentative agreement last fall. I have submitted a first draft copy of the agreement to the board for your review. We will review it in a closed session of the upcoming board meeting. We are also working with legal counsel to represent our interests here. As new sources of water seem to grow more scarce, we will need to have these applications, and other sources, to meet the future needs of the county.