



**Tremonton City Corporation
City Council Meeting
February 6, 2024
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

5:00 p.m.

CITY COUNCIL WORKSHOP AGENDA

1. City Council Visioning Workshop and Preliminary Budget Discussions – (1 hour)
2. ASR Project Update Mark Chandler CRS Engineering – (15 min)
3. Open and Public Meetings Act Training – Dustin Ericson – (20 min)
4. Report on City Planning Efforts – (20 min)
 - a. Contract Zoning and Building Services, Tyler Seaman, Beacon Code Consultants
 - b. Contract Plan Review and other Planning Services, Sam Taylor, Landmark Design
5. Review of the agenda items identified on 7:00 p.m. City Council Agenda
6. **CLOSED SESSIONS:**
 - a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or*
 - b. *Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
 - c. *Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
 - d. *Discussions regarding security personnel, devices or systems*

CITY COUNCIL MEETING AGENDA
7:00 p.m.

1. Opening Ceremony
2. Introduction of guests
3. Declaration of Conflict of Interest
4. Approval of agenda

5. Approval of minutes – January 16, 2024
6. Years of Service Awards
 - a. Bret Rohde, City Councilmember – 10 years
7. Citizenship Awards
 - a. Tremonton City Citizenship Award to Elementary and Intermediate Students
8. Public comments: This is an opportunity to address the City Council regarding your concerns or ideas. (Please keep your comments to under 3 minutes.)
9. New Council Business:
 - a. Discussion and consideration of adopting Resolution No. 24-14 approving a professional services agreement with CRS Engineers for engineering services associated with the design of the Cedar Ridge Well Aquifer Storage and Recovery
 - b. Discussion and consideration of adopting Resolution No. 24-15 approving a Water Infrastructure Project Grant Contract in the amount of \$1,107,302 between the Utah Governor's Office of Economic Opportunity and Tremonton City
 - c. Discussion and consideration of adopting Resolution No. 24-16 approving a Mutual Water Supply Agreement with the Bear River Water Conservancy District
 - d. Discussion and consideration of adopting Ordinance No. 24-04 amending provisions from Title 3: City Government, part 3-1024 creation of position of City Manager – appointment and qualifications of Manager of the revised ordinances of Tremonton City Corporation modifying the residency requirement of the Manager
10. Consent Agenda
 - a. Adoption of Resolution No. 24-17 formalizing the completion of impact fee reimbursement to Sierra Homes Construction, Inc. & Heritage Land Holdings, LLC for the dedication of 3.1 acres of real property and 3.1 water shares for a Regional Storm Drain Basin for the Harvest Acres/Village Development by recording a Notice of Completion and Release
 - b. Adoption of Resolution No. 24-18 ratifying an interagency agreement with the Department of Workforce Services for a Community Development Block Grant (CDBG) in the amount of \$200,000 for a Ground Water Recharge System
11. Calendar Items and Previous Assignment
 - a. Review of calendar
 - b. Unfinished Business/Action Items
12. Reports & Comments:
 - a. City Administration Reports and Comments
 1. Last report of the City's low to moderate-income housing numbers
 2. King Farm Trucking annexation letter
 - b. Development Review Committee Report and Comments
 - c. City Department Head Reports and Comments
 - d. Council Reports and Comments

13. **CLOSED SESSIONS:**

- a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or*
- b. *Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
- c. *Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
- d. *Discussions regarding security personnel, devices or systems*

14. Adjournment

Anchor location for Electronic Meeting by Telephone Device. With the adoption of Ordinance No. 13-04, the Council may participate per Electronic Meeting Rules. Please make arrangements in advance.

Persons with disabilities needing special assistance to participate in this meeting should contact Linsey Nessen no later than 48 hours prior to the meeting.

Notice was posted February 2, 2024 a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was delivered to The Leader (Newspaper) on February 2, 2024.

Linsey Nessen, CITY RECORDER

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING JANUARY 16, 2024

Members Present:

Wes Estep
Jeff Hoedt
Bret Rohde
Lyle Vance
Blair Westergard
Lyle Holmgren, Mayor
Shawn Warnke, City Manager
Marc Christensen, Assistant City Manager
Linsey Nessen, City Recorder

CITY COUNCIL WORKSHOP

Mayor Holmgren called the January 16, 2024 City Council Workshop to order at 6:35 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Estep, Hoedt, Rohde, Vance, and Westergard (via Zoom), City Manager Warnke, Assistant City Manager Christensen, and City Recorder Nessen. The following Department Heads were also present: Public Works Director Paul Fulgham, Treasurer Sharri Oyler, Downtown Manager Sara Mohrman and Finance Director Curtis Roberts.

1. Review of the 7:00 p.m. City Council Meeting Agenda Items
2. Discussion of the effectiveness of the Midland Square Project

Mayor Holmgren said we have the \$405,000 grant that is approved. We have been working on this for quite some time. Councilmember Hoedt said during and after the last meeting, I was disappointed in myself because I voted on this item without being able to make an informed vote. I did not have enough information. The resolution that we adopted did not state what the problem was and did not have any kind of goal for accountability to see if we succeed in the project. Yet I voted for it. We could spend significant tax dollars on a project that might not succeed or achieve what we intend. People approached me on this issue, who were disappointed. They are not supportive of the project taking place. I did more research and shared that information. We lack a site that draws people to downtown for special events and on a daily basis, including during business hours. We do not have enough people coming downtown on a recurring basis throughout the week. We also lack restaurants. Beer cannot be offered at the restaurant in close proximity and there is inadequate parking. The proposal to this site could include one or more features to draw people in, both during events and on a daily basis. We would like to entice one or more restaurants to locate downtown. We could also create a parking facility. Some people wanted Midland Square to be the parking garage and push the rest back on our property toward the tennis courts. I have heard that Midland Square should be the draw facility and the parking should be by the tennis courts. I see pros and

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cons to each. I would hope that Midland Square gets built mostly as proposed—making sure we have a feature that is going to draw people. Looking at the proximity laws and a restaurant serving beer, the distance proximity law changes with that. The City has an ordinance that defines a public park and if we were to amend that definition—I have checked with the State and that is our business. They make determinations based on what local decision makers decide. We could then allow El Chilito to serve beer. He then shared some of his past experiences.

Councilmember Hoedt said having restaurants downtown would be a huge draw. We would need adequate parking. I think we have potential to be successful. Mayor Holmgren said yes, we do. I have also spoke with people, including the original committee who put this together. They are very much in favor of us moving forward. They feel this is a step in the right direction. The only thing they ask is that the people who originally donated continue to be incorporated. They liked the design. Parking is an issue. By opening up that Southeast corner of the square with the gateway, I think that will naturally attract people. This may be a good way for people to meander through and go to stores. The whole idea behind this was to be a catalyst to Main Street and to encourage people downtown. The Council discussed trees and structures to provide shade. Manager Warnke said there is something magical about trees so having a balance between those man-made structures and trees will add balance to the site. Councilmember Hoedt said I am not trying to stop anything. I would hope we would be looking seriously at some type of parking facility that would assist the location. Mayor Holmgren said parking has been an issue forever. We have discussed possibilities for additional parking. We do have a company that is interested in helping us in addition to RDA and grant funding.

3. ***CLOSED SESSIONS: No closed session held at this time.***
 - a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or*
 - b. *Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
 - c. *Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
 - d. *Discussions regarding security personnel, devices or systems*

The meeting adjourned at 6:55 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Holmgren called the January 16, 2024 City Council Meeting to order at 7:00 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Estep, Hoedt, Rohde, Vance, and Westergard (via Zoom), City Manager Warnke, Assistant City Manager Christensen, and City Recorder Nessen. The following Department Heads were also present: Public Works Director Paul Fulgham, Police Chief Dustin Cordova (arrived at 7 p.m.), Treasurer

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Sharri Oyler, Downtown Manager Sara Mohrman and Finance Director Curtis Roberts.

1. Opening Ceremony:

Mayor Holmgren informed the audience that he had received no written or oral request to participate in the Opening Ceremony. He asked anyone who may be offended by listening to a prayer to step out into the lobby for this portion of the meeting. The prayer was offered by Councilmember Rohde and the Pledge of Allegiance was led by Councilmember Estep.

2. Introduction of guests: Mayor Holmgren welcomed those in attendance.

3. Declaration of Conflict of Interest: None.

4. Approval of Agenda:

Motion by Councilmember Estep to approve the agenda of January 16, 2024. Motion seconded by Councilmember Vance. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

5. Approval of minutes – January 2, 2024

Motion by Councilmember Vance to approve the minutes of January 2, 2024. Motion seconded by Councilmember Westergard. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

6. Presentation

a. Audited 2023 Financial Statements- Curtis Roberts, Tremonton City Finance Director & Andy Hernandez, Jones Simkins

Mr. Hernandez said thanks for the opportunity to perform the audit. A lot of work goes into it. We tally out each material asset, liability and fund balance. We do this by confirming balances with third parties and financial institutions. We are required to gain an understanding of internal control. We perform walkthroughs on significant transactions. For Tremonton it was payroll, cash receipts and cash disbursements. In the process we are looking for deficiencies in internal controls or instances where processes were not followed. We did not note any of those in our audit. I focus on three reports. The first is the auditor's report. This is where we issue our opinion on if we believe the financial statements are materially correct. This is a clean opinion, meaning we believe the financial statements as presented are materially correct. The second report is on internal control or financial reporting and compliance. Since Finance Director Roberts and another fiscal team are involved, we think the controls are rock solid and getting performed as required. They are in compliance with internal policies. We do not have any material weaknesses or significant deficiencies to report. The last report is unique to the State of Utah and is very comprehensive. In that compliance audit

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guide, they list a bunch of criteria. There is testing done to all these bullet points. We follow that to a T. We did note cash management. Some reports are required to be filed with the money management council. They were just a few days late. The fiscal team is aware of that and it is a minor instance and something to fix going forward. In all other areas we did not find any instances of non-compliance. Great job by the City. Everything is in good order.

Finance Director Roberts said Recorder Nessen does a great job of prepping and bringing them to you. All the processes we are doing can be relied upon because we are following those same processes constantly. There are a few year-end things we adjust to make sure they are accounted for in accordance with the auditing standards in the presentation. The first highlight is, how did our business type funds do? They are designed to run like a business and have net income. We look at what sort of return on assets did we get and are we generating that return? We have to generate enough money to replace the cost of the assets used. We should allow for inflationary factors. In the past, our goal has been 2-4%. We had a huge year of high inflation so our goal should be closer to 3-5%. In these financials you will see a line called operating income loss. This is our operating revenues versus our operating expenses. That comes out at 3.24%. We are a bit on the low side. Some of that has to do with the water year we had. We need to generate enough to replace these assets so we will be monitoring those. We are in great shape now. We have to monitor and see how things perform and play out. Obviously inflationary pressures have impacted things. We have not adjusted rates for additional wages. That is what is drawing some of these down from the healthier positions. It is not that the funds are in bad shape, just on a watch. This is a good annual checkup. If we look at our Fire EMS fund, it has \$2.1 million sitting in fund balance. There are no long-term assets. There is only cash and receivables. There is no fire station or fire trucks. It is not trying to recover the cost of those assets—it is just trying to provide the resources needed to operate. We have money in there for a fire truck, which will draw those resources down. It is healthy and can cover its immediate needs, but we have to plan for other replacements.

Finance Director Roberts said we are going to start the budget process in February and discuss capital needs. With these funds, I want you to consider how much do we have saved versus how much are we going to need to spend? In capital projects we have \$3 million, but have a lot more projects coming up. It is healthy enough to satisfy our current needs. A lot of the budgeting process is looking long-term. Transportation Capacity is almost at \$3.2 million. This is the first year it has been presented as its own column. We have been putting a lot of money aside so we can handle capacity issues. The non-major funds are typically smaller. The RDA has restricted funds for housing projects. We have money set aside for recreation to cover their upcoming uses and park construction. Impact fees are in there, as well as a grant. Not a whole lot has changed in the last six months. We will use these numbers to start planning out what we want next year to look like. We are constantly monitoring the health of the City. This takes countless hours. I

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cannot say it enough how great it is to work with these wonderful people and to be able to develop results like this. The individual department heads also take time monitoring their budgets and staying in compliance so we are not overspending. There is a lot of work by really dedicated people and they deserve credit.

7. Public comments:

Kristie Bowcutt said I know people who are just barely finding out about Midland Square. They feel like the City has left the public out and they are asking is this a dictatorship or democracy? They feel like it is a dictatorship. The biggest thing that they are concerned about is parking and also the military statues. Is it going to be left intact? Mayor Holmgren said it will remain 100% intact. Mrs. Bowcutt said you are not getting this information out to the public. The public is saying, why did we not have a chance to give input? In the dedicatory prayer by President Monson, he talked about not defiling, not defacing that park in his dedicatory prayer. He went into quite a bit about that. That hit me hard to think that we are going in now to build, but there is no parking. That is the big problem. What is the outcome here? You want people to come to the City center, but there is really not a lot of shopping or parking. No matter how you slice and dice it, there is no parking. You can put a lot of stuff on paper and it is going to look great, but what is the reality of how it is going to turn out. Mayor Holmgren said we have spent a considerable amount of time talking about that very thing. We look at Midland Square as being a catalyst for the downtown area. There is parking south of the square that is quite ample. The problem is there is not really a natural flow from the southeast corner into the square and into the downtown area. We have discussed ways we can improve that because parking is an issue. What we are looking at is probably the highest and best use of that square. We appreciate you taking time with us, thank you.

SWAT commander Sergeant Bowen with the Box Elder County Sheriff's Office said I just wanted to inform you that working with your team has been nothing but great. It is not easy to find budget to support SWAT for the team, equipment and training. You have a great chief that stepped up. He is all about getting training and getting his guys up to speed with a SWAT team. Having the ability to work with your team and your officers has been nothing but great. It is going to give your citizens the service they need. The things you are doing with Tremonton City Police and with Chief Cordova, are nothing but great. I am very grateful to be a part of that. Sometimes we only notice the negative. We definitely need to congratulate them in that and the things done in this community. SWAT does dangerous things safely and I am darn proud to work with your team.

Susie Witt from Habitat for Humanity said I wanted to talk to you about affordable housing. One in nine Utah families spends half or more of their income on housing. The demand for affordable, safe and healthy housing far outweighs the availability that we have in our communities. Families are having to make difficult choices between food and the simple stuff, like having a home. Habitat for Humanity of Northern Utah is building communities and hope. We want the hardworking families of our community, Box Elder County, to be able to have a home. That is what we are working on and we know you

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guys have a moderate-income housing plan that you are working on. We would love to be a part of it and to help you work on getting safe, affordable housing in the community.

8. New Council Business:

- a. Discussion and consideration of adopting Ordinance No. 24-01 approving amendments to Tremonton City Land Use Code, including Title I Chapter 1.04 Land Use and Appeal Authorities; Title II Chapters 2.02 Concept Plans; 2.03 Preliminary Plats; 2.04 Final Plats; and Chapter 2.07 Lot Splits. (The purpose of these proposed amendments is to comply with the requirements of SB 174 requirements (Utah Code))

Manager Warnke said the point of these amendments is to come into compliance with State code. We have until February 1, to enact these changes. The Planning Commission reviewed the changes and made a recommendation for approval. The biggest and most important change that occurred with this new piece of legislation is trying to reinforce the concept that subdivisions are an administrative decision and to streamline the process. A lot of communities involved the council, but this says the council cannot be involved in that approval. Development agreements are still fine for you to consider, as well as other items, once they have been approved. Tremonton was doing most of what this legislation requires so drastic changes for approving subdivisions were not made. We did make one change, which was to have the DRC approve the preliminary plat where previously it was done by the Planning Commission. DRC was already making a recommendation to the Planning Commission. These amendments would have the DRC do all the administrative decisions for subdivisions (preliminary and final). There were some minor changes to help administratively, but compliance with the State statute was really focused on the process and who the approval body was. There are also appeal processes that we needed to clarify in our code. The approval authority and appeal authority were really the two items we needed to make sure we are complying. We had Landmark Design draft a copy of the amendment. They reviewed the State code and drafted that for the Planning Commission. We held a public hearing. They reviewed the ordinance and made a recommendation, which is before you tonight.

Motion by Councilmember Westergard to adopt the ordinance. Motion seconded by Councilmember Estep. Roll Call Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

- b. Discussion and consideration of adopting Ordinance No. 24-02 establishing a new zoning district entitled the Aspen Ridges North Overlay Zone, and amending the Tremonton City Zoning for Parcel 05-186-0058, totaling approximately 10.94 acres, from the Bear River Meadows Overlay Zone District to an underlying zoning district of Residential Multiple District, RM-16 and an Overlay Zoning District of the Aspen Ridges North Overlay Zone and approving a zoning development agreement

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Manager Warnke said this parcel is in the south part of town along 6th South. The canal runs on one side and the railroad tracks on the other. To the south is a development called Aspen Ridge. Back in May of 2022, the Planning Commission reviewed and made a recommendation. City Council zoned that property for additional townhomes through an overlay zoning process. This process is specific to a development proposal and has a zoning agreement. It was specific to the Bear River Meadows development. Aspen Ridge wanted to expand their project to the north. To do that successfully, we discussed some of the existing regulations and what needed to be adjusted to replicate that going north. This ordinance would allow for that replication. To build their specific plan, there needed to be adjustments. Bear River Meadows was not going to provide onsite amenities, while Aspen Ridge already has amenities onsite for this development to access. They would join the Aspen Ridge HOA and receive all those benefits. The previous developer did not want onsite amenities and was going to make a contribution to the City beyond impact fees for parks. Aspen Ridge wants to do away with that and have these residents use the existing amenities. These homes have two or one car garages, and the floor plan has more flexibility to attract different residents at different stages of life. It has been a successful project. This is what is being proposed. They will construct the trail from Rocket Road to 6th South. We need to work this out with the canal company. It has always made sense in my mind for Aspen Ridge to do the project. I think it will make for a better neighborhood overall. The trail is going to be an asset for this area, especially if you have that kind of density.

Motion by Councilmember Rohde to adopt the ordinance. Motion seconded by Councilmember Vance. Roll Call Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

- c. Discussion and consideration of adopting Resolution No. 24-06 approving a template escrow agreement as a financial guarantee for all required public infrastructure improvements associated with subdivision and site plans

Motion by Councilmember Vance to adopt the resolution. Motion seconded by Councilmember Westergard. Roll Call Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

- d. Discussion and consideration of adopting Resolution No. 24-10 approving amendments to the moderate-income housing strategies contained in the Tremonton City & Tremonton City RDA 2022 Moderate Income Housing Plan as an element of the Tremonton City General Plan

Manager Warnke said the RDA would adopt the plan because the RDA has funding that is restricted for low-to-moderate income use. It makes sense for them to be aware of the plan and to endorse and adopt it. State code requires the City to adopt a plan as well. It is an element of our General Plan as stated in the title. It is

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the same plan, but that is why both bodies review and consider adoption. Councilmember Hoedt said I would like to make sure we are adopting the amendments we discussed in RDA. In two places we had mentioned “expected” units to be built as moderate-income housing and that should be changed to “required.” Also, where we were listing potential organizations, we would be working with in partnership to develop more moderate-income housing, we would use the term “other organizations” so we do not list one or miss somebody else. In strategies L and D, we are waiving impact fees or other fees, construction fees for the development of moderate-income housing. If somebody is putting in a housing facility unit complex and only 10% or less of those are moderate income, are the fees waived for the rest or only the moderate-income housing? Manager Warnke said these are decisions yet to be made. The waiving of fees is on the watch list. It would be for those that are moderate income. Those are not fully developed as program ideas. The accessory dwelling units could be eligible for an impact fee paid by the RDA.

Motion by Councilmember Hoedt to adopt the resolution with the amendments as approved. Motion seconded by Councilmember Vance. Roll Call Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

- e. Discussion and consideration of adopting Resolution No. 24-11 approving Tremonton City’s project list for the calendar year 2024 for the Box Elder County Local Transportation Corridor Preservation Fund

Manager Warnke said annually we adopt this list to apply for corridor preservation funds from the County, who is a great partner in granting money to acquire right-of-way. One would be to fund our update to the Transportation Plan. It centers around updating our transportation model to be more exact and precise and look at alternative methods to move off Main Street with traffic and congestion. That is a long-term objective. We will apply for those funds in the next month or so and hopefully engage Horrock’s Engineering to undertake that work. They developed our initial model and would update it with more precise information for the Land Use Plan. The other item I would draw your attention to is another corridor we are working on. Assistant City Manager Christensen has had conversations with the property owner (1000 North) as we are trying to extend 2650 South. She owns two acres and is not actively looking to develop the property, but conceptually is exploring what that might look like. We are hoping to acquire that and extend the alignment or corridor from 2650 South. This would lead into a future park and provide great access for residents. This would be the first thing to preserve that collector road as development occurs.

Motion by Councilmember Estep to adopt the resolution. Motion seconded by Councilmember Rohde. Roll Call Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

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- f. Discussion and consideration of adopting Resolution No. 24-12 appointing Marc Christensen as City Manager and approving the terms and conditions of a City Manager Agreement between Tremonton City and Marc Christensen

Mayor Holmgren said there has been concern that the City Manager should live within Tremonton. We have previously done a five-year term. With Marc Christensen the proposal is to have that indeterminate. Assistant City Manager Christensen said I have reviewed a lot of other city manager contracts and they do a start date like an employee. The other big difference would be after an election, if there is a new member to the council or mayor, then the City Manager would have six months to work with them and through issues before they could be fired. That would give me time to prove myself and hopefully prove that we can work together. The severance starts at a minimum of six months if it were to come to that point. If three wanted to vote me out, then just let me know and I will start looking elsewhere and then there would not be any severance. I would also provide a 60-day notice if I were to leave. I will be happy to stay in Tremonton for the term of my employment. I have been thankful for the opportunity Tremonton has given me for 15 years, starting as a recreation coordinator and then helping me through school to become a public administrator. Mayor Holmgren said the pay would be the same as what Manager Warnke was getting, but there will not be a car allowance, which expired anyway. We would pay him for work travel for meetings. The benefit package will be the same. Councilmember Vance said you are perfect for this situation. I worry about needing a planner. Assistant City Manager Christensen said we have made a conditional offer to a planner that seems promising. Manager Warnke said you are hiring a city manager. I kind of worked my way down to be the planner because there was no one else to do that work. What you really need is a manager, an assistant manager and a planner. It would be to the City's benefit if the manager is not deeply involved in planning because then they can spend more time doing administrative work.

Motion by Councilmember Rohde to adopt the resolution with the amendments stated above. Motion seconded by Councilmember Vance. Roll Call Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

- g. Discussion and consideration of approving Ordinance No. 24-03 adopting the Autoliv Solar Community Reinvestment Project Area #1 Plan.

Motion by Councilmember Estep to adopt the ordinance. Motion seconded by Councilmember Westergard. Roll Call Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

- h. Discussion and consideration of adopting Resolution No. 24-13 approving an

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interlocal cooperation agreement with the Tremonton City Redevelopment Agency regarding tax increment funding in the Autoliv Solar Community Reinvestment Project Area #1

Motion by Councilmember Vance to adopt the resolution. Motion seconded by Councilmember Hoedt. Roll Call Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

9. Consent Agenda
 - a. Approval of the December Financial Statements
 - b. Approval of the December Warrant Register

Motion by Councilmember Rohde to adopt the Consent Agenda. Motion seconded by Councilmember Vance. Roll Call Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

10. Calendar Items and Previous Assignment
 - a. Review of calendar

Mayor Holmgren said Brian Crockett is retiring after 27 years of police service. Everyone is invited on January 31 to wish him well in his retirement. We would like to have an open house to honor Manager Warnke, too. Our mid-year conference in St. George for the Utah League of Cities and Towns is nearing.

- b. Unfinished Business/Action Items: None.
11. Reports & Comments:
 - a. City Administration Reports and Comments: None.
 - b. Development Review Committee Report and Comments

Manager Warnke said we are meeting tomorrow with Jack in the Box and hope to make progress. I got an email from Marisha Menlove, who is getting ready to record her development, Bear River Manor. That is the redevelopment of the hospital and townhomes that surround it on 6th North.

- c. City Department Head Reports and Comments

Mayor Holmgren thanked Director Fulgham and his crew for plowing the streets.

Chief Cordova said I applied for an MRAP through the Department of Justice. It is basically an armored vehicle that is valued anywhere from \$500,000 to \$1 million with minimal commitment from us. We would share that with Box Elder County, Logan and Cache, but it is very early in the process. We had a SWAT call out that went really well. I did not think we would need it so soon, but that really allowed us to keep our people safe. Thank you. I checked into some statistic

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software and it is expensive (\$30,000 for three years). We can find other ways to track that until we grow more. We have had two search warrants this month and felony arrests. It has been really busy, but we are taking care of business. Legislation SB 124 will be a requirement toward the end of the year that is going to require police departments to have early intervention software. It will flag administrators if something happens. Then we are made aware and can provide training. I will put in for a grant to see if we can fund it that way. They have also created a task force basically to address school shooters. It may require an SRO in every school, which would be pretty tough for us to accommodate. They are collecting data to see how feasible that would be. There would be a grant opportunity to start, but I do not know what they would do long-term to support that. I will keep you in the loop as I get more information. Overall, things are good and business as usual. Mayor Holmgren said thanks for all you have been doing. We appreciate the effort.

d. Council Reports and Comments

Councilmember Estep said I want to thank Manager Warnke. He answered a lot of my questions. I gave you a lot of hell, but it is all out of love and respect. I want to wish you the best. Thank you and all the department heads.

Councilmember Rohde said thank you Manager Warnke. I have worked with you for 10 years and it has been an honor. I wish you the best of luck.

Councilmember Vance said same, I appreciate all you have done for the City. I wish you the best. Finance Director Roberts mentioned all of Tremonton's employees and all the work that happens here. Thanks for everything you guys are doing and the quality of work you do is phenomenal. We appreciate it and all the department heads for keeping track of the budgets and making sure everything is functioning the way it should. Thank you Chief, for getting us involved with SWAT, that was cool to have him here giving you accolades. We are seeing the benefits of that and your ideas. We appreciate it and are glad you are here.

Councilmember Westergard said I am new, but have been in the fire department for 40 years. I know what it is like to work with Manager Warnke. I told him last week he is going to be missed and I might have rethought running if I would have thought he was going to leave. Marc Christensen is going to step right in. Thank you, Director Fulham for your work. You guys have done a great job and I have heard a lot of good comments.

Councilmember Hoedt said Manager Warnke thank you for all your service. I want to wish you very much the best in your future. Kudos to police and fire for keeping us informed. I appreciate that very much. Kudos to those plowing the roads. They are doing a wonderful job. I have been trying to meet with all the department heads to get a little more educated and to serve better in this position.

Mayor Holmgren said I had the fortunate opportunity to offer Manager Warnke

Draft Minutes

his job back in the day. Ever since we have had a close friendship and been through a lot of ups and downs. I appreciate Manager Warnke's knowledge and ability to communicate and share complicated things with us to help us. We wish you the very best as you go into something new. You are welcome to come back and visit. I appreciate your friendship and being able to work with you these many years. Our problem here is that hardly anybody shows up to these public meetings. We are a public body which serves the community. We are voted in to make decisions and serve the community to the best of our ability. Councilmember Hoedt is putting together some town hall meetings for discussions to be had. We can discuss this in more detail as time goes on.

12. **CLOSED SESSIONS: No closed session held at this time.**
 - a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or*
 - b. *Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
 - c. *Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
 - d. *Discussions regarding security personnel, devices or systems*
13. Adjournment.

Motion by Councilmember Vance to adjourn the meeting. Motion seconded by Councilmember Rohde. Vote: Councilmember Estep - aye, Councilmember Hoedt - aye, Councilmember Rohde - aye, Councilmember Vance – aye, Councilmember Westergard - aye. Motion approved.

The meeting adjourned at 8:44 p.m.

The undersigned duly acting and appointed Recorder for Tremonton City Corporation hereby certifies that the foregoing is a true and correct copy of the minutes for the City Council Meeting held on the above referenced date. Minutes were prepared by Jessica Tanner.

Dated this _____ day of _____, 2024.

Linsey Nessen, City Recorder

RESOLUTION NO. 24-14

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CRS ENGINEERS FOR ENGINEERING SERVICES ASSOCIATED WITH THE DESIGN OF THE CEDAR RIDGE WELL AQUIFER STORAGE AND RECOVERY

WHEREAS, Tremonton City desires to improve its water resources available to provide culinary water to its population; and

WHEREAS, Tremonton City has implemented both conservation measures and constructed a pressurized secondary water system using canal water as the water source; and

WHEREAS, these measures have successfully extended the city's culinary water supply, especially during July and August, the peak months of culinary water use; and

WHEREAS, a promising and cost-effective approach to increasing the city's culinary water supply is developing an Aquifer Storage and Recovery (ASR) project; and

WHEREAS, an ASR project injects an aquifer with culinary water during low-demand times, winter months to extract water during higher demands months of June through September; and

WHEREAS, the ASR process replenishes the aquifer and builds up a recharge mound by utilizing the confining geologic layers within the well zone to contain the injected water; and

WHEREAS, Tremonton City owns Fish Springs, which during the months of October through April, when the culinary water demand is low, the water is not being used and flows into the Bear River; and

WHEREAS, the City would like to construct an ASR project that injects this spring water into the city's Cedar Ridge Well; and

WHEREAS, John Files, a groundwater geologist, indicated that the ground strata and structure in the Cedar Ridge Aquifer are favorable for an ASR project where the City's Cedar Ridge Well is located; and

WHEREAS, the scope of work to construct an ASR project using Fish Springs and the water source and the Cedar Ridge Well as the aquifer storage and recovery is as follows (see also Exhibit "A"):

- Acquire necessary permits from the Utah Division of Water Rights to recharge the Cedar Ridge Aquifer. The aquifer is located on the Deweyville mountain foothills at approximately 12100 North and 3630 West.

- Construct a submersible pump station at the East Bench 2 million gallon reservoir currently owned by the city.
- Construct 250 feet of 12-inch pump line from the East Bench 2 million gallon reservoir to the East Spring atmospheric box connection.
- Retrofit piping at Cedar Ridge well to accommodate the injection of water from the city's springs during low-demand periods (October to April) and extract water during high demand (June - September).

WHEREAS, to reduce the cost of constructing an ASR project Mayor Lyle Holmgren organized an effort to submit an application for a Community Development Block Grant (CDBG); and

WHEREAS, Tremonton City's application was successful in the CDBG regional rating and ranking process, and Aquifer Storage and Recovery (ASR) for the Cedar Ridge Well was awarded a total of \$200,000; and

WHEREAS, one of the requirements of a CDBG is that the City goes through a recent competitive procurement process to secure engineering services for the design engineering of the Cedar Ridge Well Aquifer Storage and Recovery project; and

WHEREAS, City staff created a Request for Proposals that meet the CDBG procurement requirements and solicited responses from qualified engineers as contained in Exhibit "B"; and

WHEREAS, CRS Engineers submitted a proposal for Tremonton City Officials to consider as contained in Exhibit "C"; and

WHEREAS, the Mayor, City Manager, Public Works Director, and City Engineer reviewed all of the submitted request for proposals from interested engineering firms and using a matrix with pre-determined, weighted values for each required item, select the highest scoring engineering firm; and

WHEREAS, the highest-scoring engineering firm was CRS Engineers; and

WHEREAS, as part of submitting a final CDBG application deadline, May 31, 2023, the City had to submit a cost estimate for this ASR project using the engineering firm that was recently competitively procured; and

WHEREAS, the CRS Engineers prepared an estimate of probable costs for the Cedar Ridge Well Aquifer Storage and Recovery project as contained in Exhibit "D"; and

WHEREAS, now Tremonton City needs to engage CRS Engineers to provide full engineering services for the ASR project, which includes: programming, design, preparation of construction documents, reproduction costs, permitting, bidding, bid evaluation, construction administration, final inspection, and project acceptance (hereafter referred to as "Full Engineering Services"). Full Engineering Services are exclusive of soils test and special inspections and must

comply with all applicable Community Development Block Grant (CDBG) and regulatory requirements in performing services outlined herein.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council approves a professional services agreement with CRS Engineers for engineering services associated with the design of the Cedar Ridge Well Aquifer Storage and Recovery in Exhibit "E."

PASSED AND ADOPTED by the Tremonton City Council on the 16th day of January 2024. To become effective upon passage.

TREMONTON CITY CORPORATION
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A"

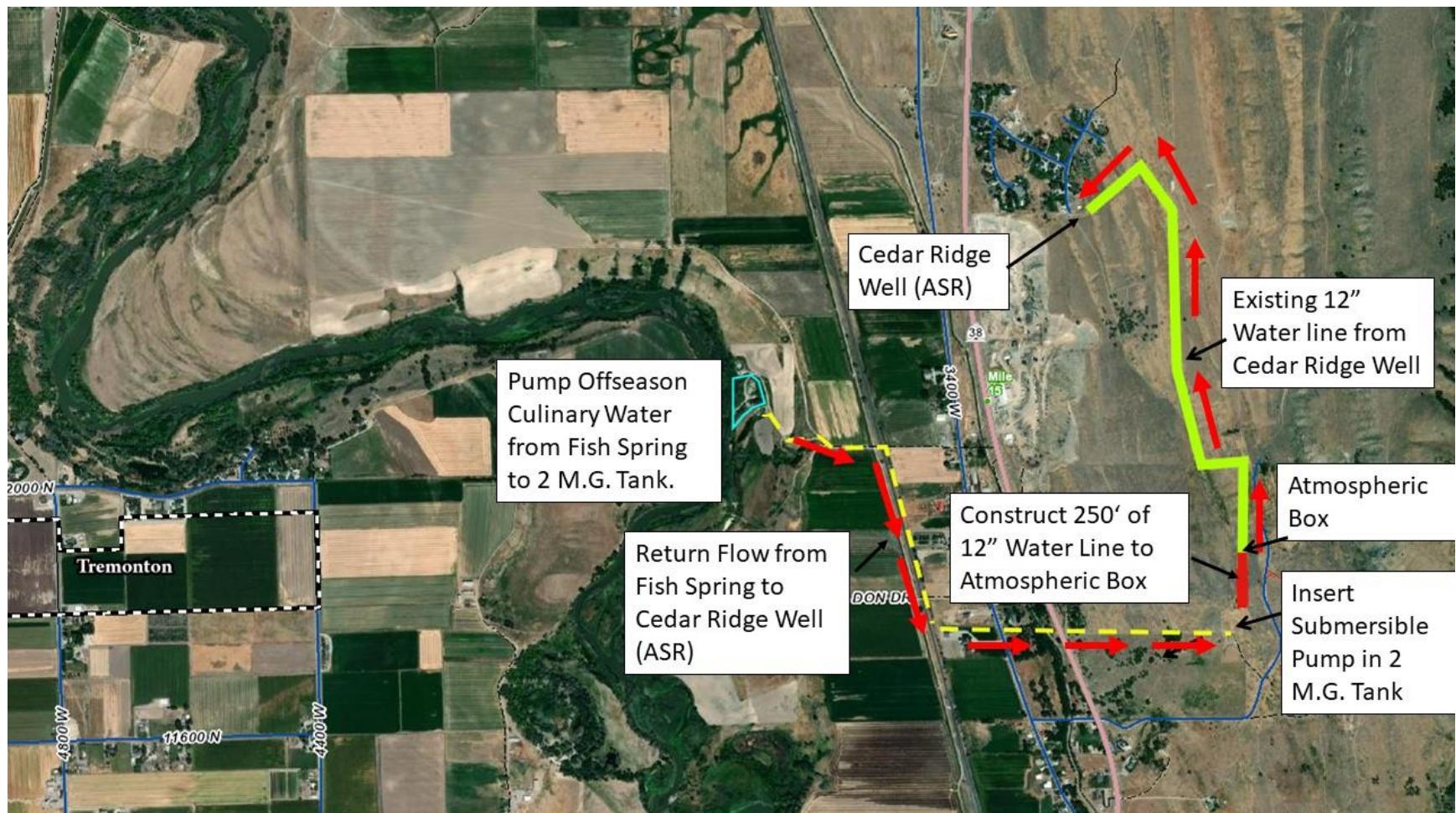


EXHIBIT “B”

Tremonton City is an Equal Employment Opportunity Employer

REQUEST FOR PROPOSAL (RFP) FOR ENGINEER

1. Request for Proposals

Tremonton City (also referred to as “City”) is soliciting competitive sealed proposals from qualified Engineers and Engineering firms to provide engineering services outlined in section 3. **Scope of Services** of this request.

2. Objective and Background

The City intends to have designed and constructed an Aquifer Storage and Recovery (ASR) project. An ASR project injects an aquifer with culinary water during low-demand times (October to April) to extract water during higher demands months of June through September. The ASR process replenishes the aquifer and builds up a recharge mound by utilizing the confining geologic layers within the well zone to contain the injected water.

Tremonton City owns Fish Springs, which during the months of October through April, when the culinary water demand is low, the water is not being used and flows into the Bear River. The City desires to construct an ASR project that injects this spring water into the City’s Cedar Ridge Well.

John Files, a groundwater geologist, indicated that the ground strata and structure in the Cedar Ridge Aquifer are favorable for an ASR project where the Cedar Ridge Well is located. The anticipated infrastructure improvements to implement the ASR project for the Cedar Ridge Well are graphically depicted in Attachment “1” and generally include but are not limited to the following:

- a. Construct a submersible pump station at the East Bench 2-million-gallon reservoir currently owned by the City.
- b. Construct 250 feet of 12-inch pump line from the East Bench 2-million-gallon reservoir to the East Spring atmospheric box connection.
- c. Retrofit piping at Cedar Ridge Well to accommodate the injection of culinary water from the City’s springs during low-demand periods (October to April) and extract water during high demand (June - September).

3. Scope of Services

The City has submitted a Community Development Block Grant (CDBG) application for an ASR project. As a part of submitting a final CDBG application, the City must submit a cost estimate for this ASR project. This cost estimate must be completed before the final CDBG application deadline, May 31, 2023. The City is seeking an Engineer/firm to prepare a cost estimate for the City’s ASR project before the stated deadline.

If the City is awarded a Community Development Block Grant, the City will use the selected Engineer/firm that prepared the cost estimate to provide full engineering services for the ASR

project, which includes: programming, design, preparation of construction documents, reproduction costs, permitting, bidding, bid evaluation, construction administration, final inspection, and project acceptance (hereafter referred to as “Full Engineering Services”). Full Engineering Services are exclusive of soils test and special inspections.

The selected Engineer/firm must comply with all applicable Community Development Block Grant (CDBG) and regulatory requirements in performing services outlined herein.

4. Compensation for Services (Fees)

The City intends to enter into a professional services contract with the selected Engineer/firm for this ASR Project. Compensation for the services rendered is based on a time-expended basis with an agreed maximum not to exceed value.

5. Evaluation Criteria and Selection Procedures

The evaluation criteria and selection procedures for an Engineer/firm will consider proposals that are responsive to the solicitation and is most advantageous to the City and other factors considered and not be based solely on the price, although the price is a consideration.

a. Evaluation Criteria:

The Engineer/firm is required to provide responses to the following in their submitted Proposal:

- i. The name of the project Engineer/firm, and the managing principal, if applicable.
- ii. The Engineer/firm address of the principal place of business.
- iii. The size of the Engineer's/firm's staff and current workload and the ability to prepare a cost estimate for the ASR Project before the May 31, 2023 deadline.
- iv. Identification and role of key individuals in the Engineering team and/or its consultants that are being proposed to perform the work for the project.
- v. A record of previous relevant experience in providing cost estimates and Full Engineering Services for an Aquifer Storage and Recovery (ASR) project. Please include any experience associated with acquiring necessary permits from the Utah Division of Water Rights to recharge the aquifer.
- vi. A record of previous relevant experience providing cost estimates and Full Engineering Services for a Community Development Block Grant (CDBG) project and the ability to comply with all CDBG regulatory requirements.
- vii. A list of references including names, addresses, emails, and phone numbers of no more than 8 individuals or organizations familiar with the Engineer/firm performance.
 - i. Include any reference for individuals that are familiar with ASR projects previously completed by the Engineer/firm.
 - ii. Include any references for individuals that are familiar with Community Development Block Grant (CDBG) projects previously completed by the Engineer/firm.
- viii. Include a statement informing the City if the Engineer/firm has been debarred, suspended, excluded from, or ineligible for participation in federal assistance

- ix. programs under Executive Order 12549 “Debarment and Suspension.”
- ix. An approximate schedule for completion of providing the City with a cost estimate for the City’s ASR project and the Full Engineering Services for the City’s ASR project.
- x. An approximation of the number of hours, the related costs to provide the City with a cost estimate for the City’s ASR project and the Full Engineering Services for the City’s ASR project, and the applicable hourly rates or multiplier for the base rates of individuals employed on the project.

b. Selection Procedures:

- i. The City's selection committee will include the Mayor, City Manager, Public Works Director, and City Engineer.
- ii. The City will review all Engineer/firm submissions and, utilizing a matrix of pre-determined, weighted values for each required item, select three (3) Engineers/firms receiving the highest scores in the evaluation process.
- iii. The three (3) Engineers/firms receiving the highest score will be invited to participate in an interview with the selection committee. The Engineers/firms are requested to limit the number of participants in the interview to the project Engineer and/or one principal of the firm. (The date, time, and location of the interview are yet to be determined. The interview may be conducted by phone, internet, or other electronic means.)
- iv. Following the interviews, the selection committee will, again utilizing a matrix of pre-determined values, designate the two Engineers/firms receiving the highest scores as the primary and secondary Engineers/firms.
- v. The City will then negotiate with the primary Engineer/firm to establish the value of compensation and other relevant issues.
- vi. If the City cannot negotiate a mutually acceptable contract with the primary Engineer/firm, it reserves the right to terminate negotiations and then undertake negotiations with the secondary Engineer/firm.

6. General Conditions for Proposals:

- a. Failure to read the Request for Proposal and comply with its instructions will be at the Engineer's/firm's own risk.
- b. All prices and notations must be printed in ink or typewritten. Errors may be crossed out, and corrections printed in ink or typewritten adjacent to the corrected error. The person signing the proposal must initial all corrections in ink.
- c. Corrections or modifications received after the closing time in this RFP will not be accepted.
- d. The proposal must be signed by a designated firm representative or officer who is authorized to bind the Engineer/firm contractually. Submission of a signed proposal to the City will be interpreted to indicate the Engineer's/firm's willingness to comply with all terms and conditions set forth herein.

7. Proposal Submission

- a. Proposals must be delivered to the office of Linsey Nessen, City Recorder, at 102 S. Tremont Street, Tremonton, UT 84337, on or before (9:00 a.m.) on (April 24, 2023). PROPOSALS RECEIVED AFTER (9:00 A.M. ON APRIL 24, 2023) WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS.
- b. Proposals must be submitted in a sealed envelope clearly bearing the name of the Engineer/firm, address, and title of the project being the “ASR Project”. Emailed proposals shall not be accepted.
- c. The applicant must submit four (4) copies of the complete proposal.

8. Award

The City reserves the right to reject all proposals. The City also reserves the right to waive any irregularity, informality, or technicality in the proposals in its best interest and is not obligated to award a contract based upon the lowest priced submission. If terms cannot be mutually agreed upon, the City will enter into negotiations with the secondary Engineer/firm.

9. Written Agreement

The successful Engineer/firm will be required to enter into a written agreement with the City in a form acceptable to the City.

10. Omissions

Should the Request for Proposals (RFP) not contain sufficient information for the applicant to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the RFP are not clear or contradictory, then the Engineer/firm may obtain written clarification from the project manager at least twenty-four (24) hours prior to the required time and date for proposal submission. The Engineer/firm shall include a copy of the written clarification with its submission.

11. Equal Opportunity and Affirmative Action Program

The successful Engineer/firm must covenant and agree to abide by the federal and state regulations pertaining to Equal Employment as set forth in **EXECUTIVE ORDERS 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act of 1968 (12 USC 170u), as amended and HUD Regulations at 24 CFR Part 135**. In addition, the successful Engineer/firm must comply with Federal Labor Standards Provisions.

In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin, and project participants will take appropriate measures to employ minority owned businesses. A copy of all noted regulations can be obtained from the City. Also, the City will make every effort to ensure that all offers are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to provide all parties reasonable access to the same basic information.

The successful Engineer/firm must comply with all applicable CDBG and regulatory requirements

in the performance of services outlined herein.

12. Additional Information

For additional information regarding the services specified in this request for proposal, contact the project manager:

Shawn Warnke, Tremonton City Manager
102 S. Tremont Street
Tremonton, UT 84337
swarnke@tremontoncity.com
435-257-9504 (Landline Phone)
435-257-9513 (Fax)

13. Cost Of Developing Proposals

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the applicant. The City assumes no liability for any costs incurred throughout the entire selection process.

14. Proposal Ownership

All proposals, including attachments, supplementary materials, rendering, sketches addenda, etc., shall become, upon submission, the property of the City, and will not be returned to the applicant.

15. Non-Collusion

The Engineer/firm guarantees that the proposal submitted is not a product of collusion with any other offer, and no effort has been made to fix the proposal price of any offer or to fix any overhead, profit, or cost estimate of any proposal or its price.

Attachment "1"

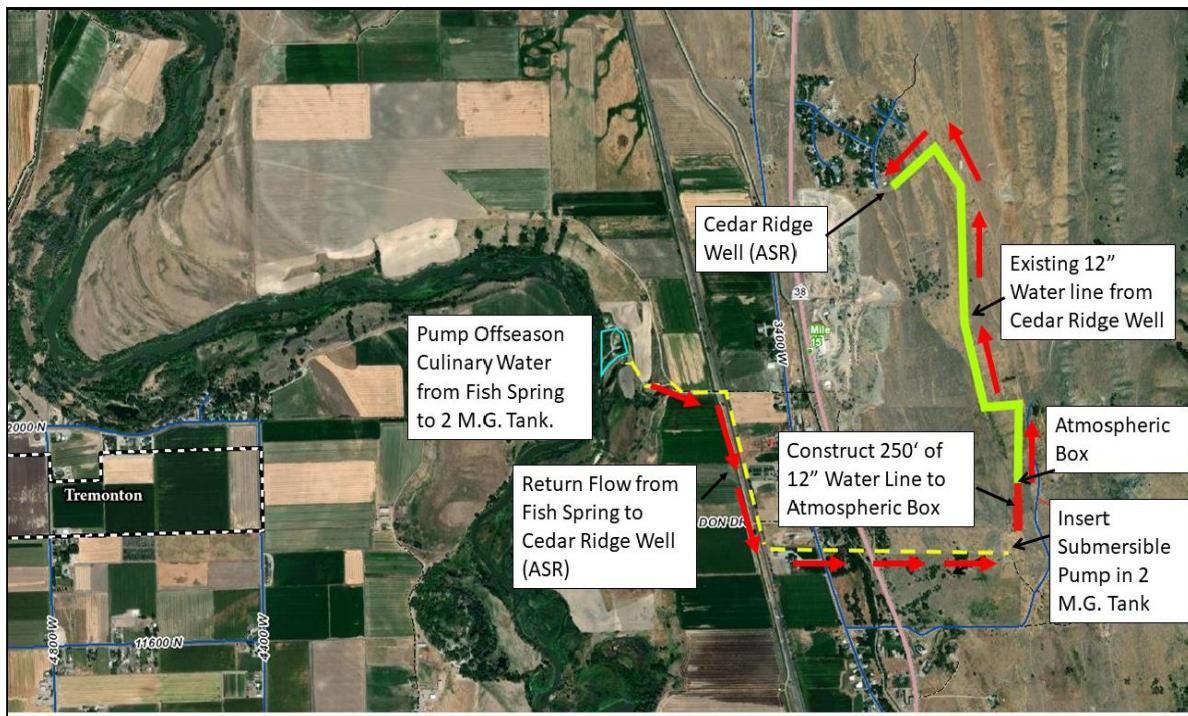
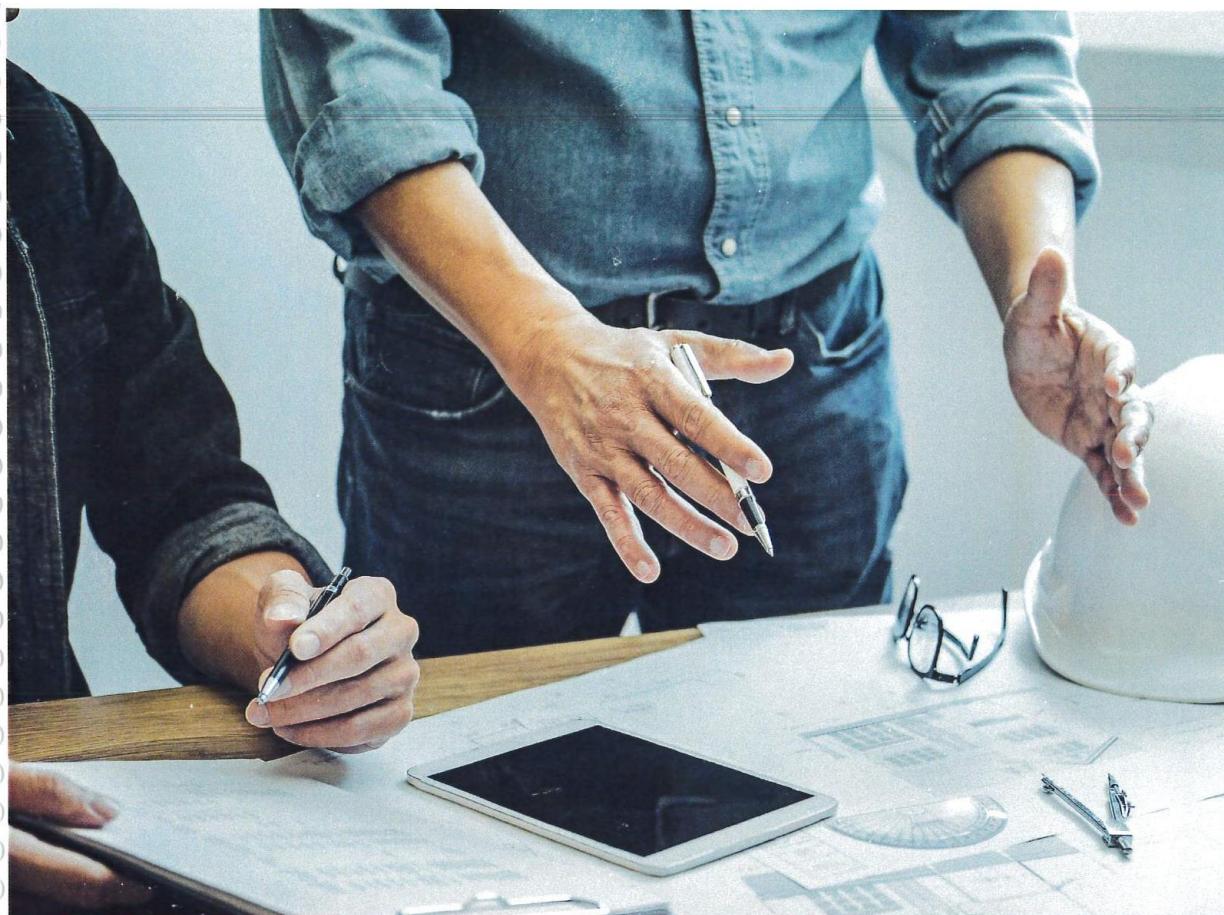


EXHIBIT “C”



Engineering Services for Aquifer Storage and Recovery (ASR)

April 24, 2023

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Answers to Infrastructure®
ENGINEERING & SURVEYING

Mark Chandler, PE, PG, CFM
4246 S. Riverboat Rd, Ste. 200,
Salt Lake City, UT 84109
mark.chandler@crsengineers.com
801.556.1765

April 24, 2023
Tremonton City
102 S. Tremont St.
Tremonton, UT 84337

RE: Engineering Services for Tremonton Aquifer Storage and Recovery (ASR)

Dear Selection Committee:

CRS Engineers and LRE Water have teamed to provide the City with the best option for completing the immediate scope AND the long term scope needed to pilot and commission a successful ASR project at this location. CRS is local to Utah and has more than 65 engineering and groundwater staff. LRE is located throughout the Midwest and intermountain region and has a staff of 78.

Our team will allow the City to take advantage of our extensive civil design and groundwater experience with the oldest Civil Engineering firm in the state and one of the most experienced ASR firms in the country. CRS Engineers has the staff and experience needed to quickly and efficiently provide the City with the needed cost estimate before the end of May for submittal to the CDBG selection committee. Our staff is capable of completing the design and construction management support for the proposed construction that will allow the City to lead into the ASR pilot and implementation.

LRE's involvement will be a significant asset to the City in completing this project in a well that was not originally designed as an ASR well. This can often cause difficulties in developing a long term sustainable injection and recovery well. LRE has navigated these challenges in many locations and similar aquifers which will provide key insights not available through any other local firm.

Our team looks forward to working with the City on providing not just the immediate estimating and design need, but long term coordination with the City and Jones and Associates to develop an efficient and operational injection and recovery project at the Cedar Ridge Well.

Sincerely,
CRS Engineering & Surveying



Mark Chandler, PE, PG, CFM | Project Manager
mark.chandler@crsengineers.com |
801.556.1765 (cell)



Matt Hirst, PE | President and CEO
matt.hirst@crsengineers.com
801.558.6251 (cell)

REQUIRED STATEMENT

Debarment and Suspension:

CRS Engineering and Surveying has not been debarred, suspended, excluded from, or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension."

Team Organization

Engineering Services for Tremonton Aquifer Storage and Recovery (ASR)

About the Team



CRS Engineering and Surveying (CRS) offers a broad range of design, survey, water rights support, and analysis capabilities. As a full-service, results-driven firm, we deliver expertise and value demonstrated throughout our 118-year history of providing Answers to Infrastructure®.

Our team of 60 employees has the experience to complete the design and construction management and work through all of the CDBG funding requirements. Our staff can quickly and efficiently complete the needed civil design and also has the background and understanding to bridge the common gap between Civil design and hydrogeology. Our groundwater team will work with the LRE team to keep the project moving to full pilot study through final permitting of the new ASR project as needed. Our team is anxious and ready to work with Tremonton and engage with key stakeholders to complete the project.



Since its founding in 1970, LRE Water has provided leadership in engineering and consulting services related to planning, managing, and developing water resources throughout the western United States. Headquartered in Denver, Colorado, LRE

Water currently has an interdisciplinary staff of 78 located in 11 offices across four regions.

It is this unique combination of leadership and technical expertise that our clients rely upon when planning for and managing their most precious resource: water. Our areas of expertise include Managed Aquifer Recharge (MAR) and Aquifer Storage and Recovery (ASR), well design and permitting, aquifer characterization, and groundwater modeling.

LRE Water is nationally recognized as a leader in Managed Aquifer Recharge because we are grounded in solving operational issues and providing proper training to our clients who require these recharge systems to operate at a high duty cycle (75-85%).

Workload

Based on current workload and availability, our team has adequate capacity to prepare the cost estimate and has the ability to prepare a cost estimate for the ASR project before the May 31, 2023 deadline.

Team Organization



Team Organization

Engineering Services for Tremonton Aquifer Storage
and Recovery (ASR)

Key Personnel



Mark Chandler PE, PG, CFM | Project Manager

M.E. Geologic Engineering, University of Utah, B.S. Civil Engineering, Utah State University
30% availability for this project

Mark has worked on more than 100 well and groundwater characterization projects. Mark's specialty in groundwater management has emphasized the long-term, sustainable use of groundwater resources including maintenance of existing wells, wise development of new wells and proactively advocating for conjunctive use in the state.

Mark also oversees our water resources group providing water system design and management to more than 40 clients throughout the state. While Mark has a specialty in groundwater he has also led the water resources team in completing more than 30 miles of piping, 25 million gallons of storage and more than 40 pump stations. He will perform as the principal and project manager for the project and coordinate the work of the CRS/LRE team and different disciplines needed to complete the project.

Related Project Experience:

- Oversees CRS' Water Resources Department
- Relevant: Experience with Southern Utah Valley Municipal Water Association (SUVMWA), JVWCD, Taylorsville-Bennion Improvement District (TBID), Sandy, Farmington, Layton, South Davis Water District (SDWD), Millville, Weber County, and MWDSLs.



Gary Gin RG | Aquifer Storage and Recovery Technical Advisor
M.S. Geology, University of Nevada, Las Vegas

10-15% availability for this project

Gary Gin, R.G. has 24 years of diverse experience in the water industry, including 13 years in consulting and 11 years with the City of Phoenix. Gary specializes in integrated water resource planning, groundwater policy, aquifer storage and recovery (ASR) systems (+8,000 hours of operational experience), analyzing water infrastructure hydraulics, water rights, and program/regulatory management. He leverages his technical expertise (1st to utilize glass beads as a filter pack media) and water utility experience to help clients implement their capital programs in Arizona, California, Utah, and Colorado.

Related Project Experience:

- 11-years of experience as owner/operator of a municipal recharge program (recharging 10,000 ac-feet/year- 5 Injection wells)
- Planning, Permitting, Design, Operations Optimization, and Regulatory Compliance (volume and water quality)

Team Organization

Engineering Services for Tremonton Aquifer Storage
and Recovery (ASR)

Key Personnel



Neil Burk PG | ASR Lead and Hydrogeologist

M.S. Emphasis in Hydrogeology, Utah State University

75% availability for this project

Neil joined LRE Water in January 2022 and has over 20 years of water resource development experience. Throughout his career, he has worked on more than 40 Utah PWS well projects, 25 of which he served as Project Manager. Neil is knowledgeable of Utah water rights regulations and administrative procedures. He has prepared numerous water right applications (changes and exchanges) and provided expert-witness testimony in water right hearings. Neil's current focus has been working with Utah water districts to find solutions for sustainable groundwater use through groundwater management plan evaluations and permitting strategies to provide favorable conditions for ASR projects in Utah. He is authorized by the Utah Division of Drinking Water to certify grout seals in public supply wells and is a Certified Water Right Consultant by the Utah Division of Water Rights and the Rural Water Users Association of Utah.

Related Project Experience:

- Certified Water Right Consultant
- Knowledge and experience with ASR permitting with the Utah Division of Water Rights
- Big West Oil Well, North Salt Lake, UT
- Crimson Ridge Well, Eden, UT
- Stewart Ranches Well, Francis, UT



Mike Wilson PE | Water Rights Support

B.S. Civil Engineering, Utah State University

20% availability for this project

Mike has more than 30-years of project and program management, engineering, operations, maintenance, and asset management, including right-of-way. Mike is knowledgeable in water rights, water system operations, and institutional resources, which will provide the CRS team unique insights critical to successful screening and prioritization of key water assets.

Related Project Experience:

- 20+ years water rights management | General Manager | Metropolitan Water District of Salt Lake and Sandy |
- Provo River West Side Levee | ROW | Provo, UT
- Water Rights Audit/Church of Jesus Christ of Latter-Day Saints | Project Manager | Salt Lake City, UT

Team Organization

Engineering Services for Tremonton Aquifer Storage
and Recovery (ASR)

Key Personnel



15

YEARS EXPERIENCE

UT PE #:
937735-2202

Joshua Prettyman PE | Civil Design Lead

B.S., Civil Engineering, Brigham Young University

50% availability for this project

Joshua's experience in complex civil design ranges from large dams and irrigation systems (Millsite Dam) to residential subdivision design but has focused in recent years on municipal water system design including several pump stations and miles of waterlines. He will help to lead the design of the proposed improvements and work with the LRE team to provide the needed operational flexibility at the Cedar Ridge Well to operate as a recharge and recovery well.

Related Project Experience:

- I-15 Waterline Crossing | Project Manager | Sandy City, UT
- Payson City 20-inch waterline replacement | Project Manager | Payson, UT
- Farmington Shephard Creek Well House | Project Manager | Farmington, UT
- Ephraim City ASR and Well House | Project Engineer | Ephraim, UT



50

TOTAL YEARS
EXPERIENCE

UT PE #:
156041-2202

Paul Hirst PE | QA/QC

B.S. Civil Engineering, University of Utah

30% availability for this project

Paul provides 50 years of advanced knowledge and experience in water development and operational issues. He has developed a keen sense of flexibility during design and construction to meet expectations while adhering to the schedule.

Related Project Experience:

- Weber Basin 12th Street Waterline | QA/QC | Weber County, UT
- Valley Well and Waterline | QA/QC | Taylorsville, UT
- 30 years District Engineer | TBID | Taylorsville, UT
- Interform Floodplain and Site Improvements | QA/QC | Cache County, UT

Relevant Experience

Engineering Services for Tremonton Aquifer Storage and Recovery (ASR)

Firm Experience

ASR Feasibility Study (CRS) | Client: South Utah Valley Municipal Water Association

In this multi-year project from 2011 to 2014, CRS worked with 10 municipalities in the southern half of Utah County to evaluate the regional need for ASR in long term planning. This project included an updated model with the USGS to identify locations that will be most impacted by dropping water levels, especially with the planned piping of several canals that have acted unintentionally like in line recharge basins for decades. CRS evaluated existing infrastructure, past water use, water rights and growth projections for all 10 entities. This project included regional planning, coordinating and phasing of regional water infrastructure projects that were planned (piping of the canals) and were needed in the future (replacement of lost recharge, piping, recovery wells) that would be needed by all member agencies. This report included plans for recharge sites, some site testing information, recommendations for recovery wells and overall basin wide hydrogeology. The efforts of CRS provided SUVMWA with recommendations for technical, political, and public engagement efforts to successfully implement ASR in the area. Project challenges included design through sensitive lands and UDOT and Rocky Mountain Power coordination for utility relocation.

Reference: Bruce Ward, Manager/Engineering Director, Spanish Fork City, 801-404-7005

Butler ASR Well, Well Development, Cycle Testing, and Recharge Operations Optimization (LRE) | Client: City of Peoria

LRE was responsible for commissioning Peoria's first ASR Well. LRE established and optimized the following: recharge duration, recharge rate, backwashing cycles, and duration of backwashing cycles. In addition, LRE is assessing and monitoring the geochemistry reactions between the source water and groundwater. LRE is monitoring inorganic and organic constituents to ensure that biofilm and corrosion agents are not impacting the well (clogging) and water quality in the aquifer. The initial design indicated the ASR would recharge half the projected volume (600 acre-feet/year). LRE was brought in to access the ASR well design and programming components. Based on our experience, LRE estimated that the ASR well could recharge 1,200 acre-feet/year. This ASR well has been consistently operating for the last three years (90% duty cycle) and will meet the City's recharge objective of 1,200 acre-feet/year. Our assessment, testing, and analysis of Peoria's first ASR well saved the City \$4.2 Million and eliminated the drilling of a second ASR well.



Reference: Daniel Kiel, PE, Planning and Engineer Manager, 623-773-7982, Daniel.Kiel@peoriaaz.gov

Aquifer Recharge Evaluation (CRS) | Client: South Davis Water District

As the District Engineer for South Davis Water District, Mark Chandler completed an evaluation of past studies and current conditions in the service area of South Davis Water District (Bountiful and North Salt Lake). With mounting pressure to require metering and eventual significant reductions in outdoor irrigation, the District had significant concerns

Relevant Experience

Engineering Services for Tremonton Aquifer Storage and Recovery (ASR)

Firm Experience

with potential impacts to the unintended consequences of these measures. Several past reports have estimated that at least 50% of the recharge to the aquifer underlying this area and areas west (Woods Cross and North Salt Lake) comes from land applied irrigation on the east bench in this area. CRS did a review of these reports as well as recent historic irrigation use vs. water levels and confirmed that significant reduction in irrigation would have drastic impacts to the aquifer. As part of this effort, CRS completed a preliminary evaluation of the potential use of ASR in the area to replace the water that would be lost by 30% or more reductions in irrigation. This included looking at preliminary locations for potential recharge basins and providing a memo expressing concerns to Weber Basin Water Conservancy District requesting that they consider ASR in this area instead of strictly looking to reduce and limit water deliveries. Recharge in this area will be critical in the future to alleviate the aquifer depletion and subsidence already being experienced due to dropping groundwater levels.

Reference: Jake Ferguson, General Manager, 801-295-4468

Aquifer Analysis (CRS) | Client: Farmington City

This project included pump testing of wells owned by the City, Lagoon Amusement Park and Weber Basin Water Conservancy District. The coordinated pump testing results in this multi layer aquifer nestled between the mountains and the Great Salt Lake, provided key information for completing and calibrating the groundwater model in the area to support well siting decisions. This effort also required the significant coordination and review of infrastructure from each of the three involved agencies

Reference: Chad Boshell, PE, City Engineer, 801-939-9287, cboshell@farmington.utah.gov

Millville Well Drilling and Modeling (CRS) | Client: Millville City

In drilling a new replacement well for Millville City, additional evaluation was completed to consider the interface between the bedrock below the alluvial fill materials in this mountain front well. Careful modeling and testing was completed to better understand the potential of this new source to impact surrounding spring sources. Several recharge sources and sites in the Tremonton area sit in similar settings to this location at the interface between the mountain front, alluvial aquifer and primary recharge zones.

Reference: Chad Kendrick, Water System Supt. 435-994-1232, chad@millvillecity.org

ASR Well Program Optimization (LRE) | Client: City of Roseville, CA

The City of Roseville operates four ASR wells in its Service Area. Treated potable supplies are recharged into these injection wells and recovered supplies are used during high peak demands and/or to mitigate against surface water shortages. The City of Roseville hired LRE Water to conduct an audit of recharge performance over the case of several recharge seasons, and identify opportunities to optimize recharge operations. LRE Water identified numerous operational modifications that would improve the efficiency of the City's injection wells.

Reference: John Tadlock, PG, ASR Well Operations Manager, 916-223-7763, JTadlock@roseville.ca.us



Relevant Experience

Engineering Services for Tremonton Aquifer Storage and Recovery (ASR)

Firm Experience

Box Elder ASR Project (LRE) | Client: City of Aurora, Colorado

LRE Water developed a groundwater flow model of the Box Elder alluvial basin (Colorado) with a proposed ASR facility. LRE lead the field investigation effort to characterize and constrain hydrogeologic parameters used in the model. The groundwater model was successfully used to support the ASR pilot design and further ASR feasibility assessments.

Reference: Joshua Godwin, Aurora City, CO, 303-739-7370, jgodwin@auroragov.org

TBID Wells and Source Protection Plans (CRS) | Client: Taylorsville-Bennion Improvement District

CRS has completed source protection plans and individual well modeling for all of the District's 21 drinking water well sources. This modeling included modeling surrounding wells from Granger-Hunter Improvement District, Kearns Improvement District, Murray and West Jordan City. This model included a multi-layer alluvial basin fill aquifer similar to the one found in Northern Utah County.

Reference: Tammy North, PE, District Engineer, 801-968-9081

Water Replenishment District (WRD) of Southern California (LRE) | Client: WRD

The LVL is a 6-8 MGD purification plant (microfiltration, reverse osmosis, and ultraviolet disinfection) that typically injects advanced treated reclaimed water into a salt-water intrusion barrier well-field. WRD is building its first injection well (goal- 2.5 MGD) to replenish groundwater supplies within the Long Beach Service Area.

Gary Gin is serving as Technical Advisor for the injection well program. In Phase I, he was instrumental in the design and development of the injection well. This injection well pumps more than 3,500 gpm, exceeding WRD's expectation for pumping/backwashing operations (Accomplished).

Phase II entails the design of the above-ground infrastructure, injection well programming, and assessing the compatibility of the advanced treated reclaimed water with groundwater and alluvial sediments (Ongoing-2023).

The geochemical assessment will provide insights on how the two water supplies interact during prolonged mixing and co-mingling. LRE Water is tasked with determining the necessary treatment requirements to chemically balance the recharge source supply and confirm that microbial populations are greatly reduced.



During Phase III, Mr. Gin will work with WRD Operators on conditioning the well for recharge operations with well development and long-term cycle testing (Future-2024). Recharge cycle testing will confirm the optimized injection rate, injection duration, and provide the data required to establish the frequency and duration of backwashing operations (critical for unraveling well clogs).

Reference: Jessica Koop, P.E., Project Manager, (908) 338-2030, jkoop@wrd.org

Relevant Experience

Engineering Services for Tremonton Aquifer Storage and Recovery (ASR)

Firm Experience

Walker Lane Well Upgrades (CRS) | Client: Salt Lake City Department of Public Utilities

After careful rehabilitation and testing, it was determined that the well would be able to be upgraded to produce more than double its equipped rate. This required careful modeling of this well and several surrounding wells to update the drinking water source protection plan. 6 wells covering a large part of the Holladay and Millcreek areas of Salt Lake County were modeled and evaluated. This model included multiple layers and evaluation of the recharge areas coming from creeks, ditches, canals and the mountain block.

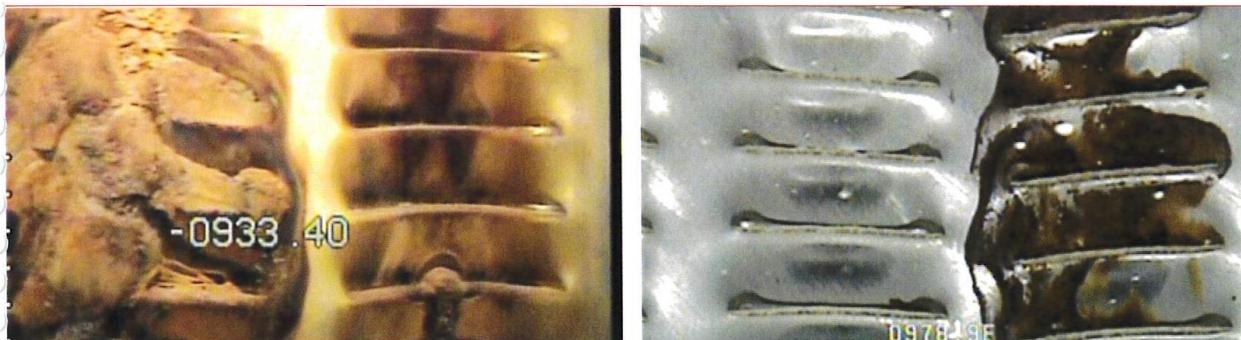
Reference: Greg Baisch, Senior Project Manager, greg.baisch@jacobs.com

ASR Well #302 - Well Rehabilitation and Recharge Operations | Client: City of Phoenix

In late October 2019, cycle testing at the City of Phoenix's (COP) ASR Well 302 was initiated. During the water quality assessment, LRE Water determined that a combination of recharge water (nutrients loaded with dissolved iron) coupled with the presence of residual drilling muds were the factors clogging ASR Well 302.

The objective of well rehabilitation at COP ASR Well 302 was to treat/remove the identified biofouling present in the well, prevent the formation of new bacterial growth, and to improve the recharge specific capacity. LRE Water developed the well rehabilitation specifications on how to apply the chemicals into the well, safely clean the well, and neutralize the chemicals before the wastewater was discharged to waters of the United States. A combination of both mechanical and chemical treatment methodologies were employed to aggressively treat COP ASR Well 302 while maintaining the structural and physical properties of the stainless steel well casing and screen. LRE Water provided oversight throughout the well rehabilitation activities to confirm adequate treatment processes were followed per WSE recommendations, ensure that safe measures were implemented during the emplacement and disposal of chemicals (phosphoric acid (food-grade) and 12.5% sodium hypochlorite (1,000 ppm), surfactants, and chlorine enhancers), and document discharge volumes and parameters of the water quality to confirm that the discharge water met State and National discharge rules and requirements. The visual results from the physical and chemical rehabilitation at ASR Well 302 indicated that significant improvements have been made over the course of the rehabilitation process. (BELOW IMAGES - BEFORE AND AFTER REHABILITATION)

Reference: Nikhil Parekh, P.E., Project Manager, 602-262-4965, nikhil.parekh@phoenix.gov



Relevant Experience

Engineering Services for Tremonton Aquifer Storage and Recovery (ASR)

Firm Experience

Community Development Block Grant (CDBG) Projects

CRS has completed dozens of projects utilizing various state and federal funding agencies. We are well versed in the requirements for obtaining funding from CDBG and will comply with all requirements. Below is a list of the most recent CDBG funded projects CRS has led.

- [Scofield Well Pump \(CRS\)](#) | Client: Scofield Town
- [Cornish Town Well, Tank and Treatment \(CRS\)](#) | Client: Cornish Town
- [100 East Sidewalk \(CRS\)](#) | Client: Vernal City
- [300 West Waterline and Infrastructure Design \(CRS\)](#) | Client: American Fork City
- [600 East Sidewalk Improvements \(CRS\)](#) | Client: Logan City
- [Crow Mountain Road Improvements \(CRS\)](#) | Client: City of Smithfield



References

Engineering Services for Tremonton Aquifer Storage and Recovery (ASR)

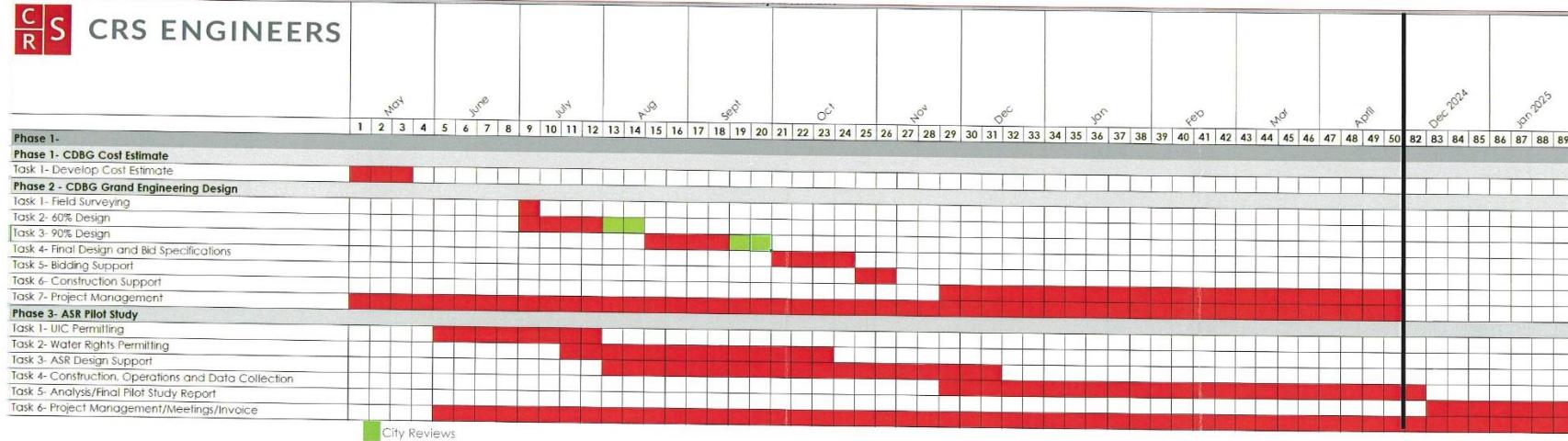
References

Client	Contact	Projects
Tammy North, PE District Engineer Taylorsville-Bennion Improvement District	801.968.9081 tnorth@tbid.org	Groundwater and wells
Darren Farar, PE City Engineer Logan City	435-255-7078 darren.farar@loganutah.org	Community Development Block Grant Programs
Bruce Ward, PE Manager/Engineering Director Salem City	801.404.7005 brucew@salemcity.org	SUVMWA - ASR
Keith Despain, PE Public Works Director Vernal City	435.790.3913 kdespain@vernalcity.com	Community Development Block Grant Programs
Everett Ferguson, PG Senior Hydrogeologist Water Replenishment District (WRD)	562-275-4241 eferguson@wrd.org	Leo J Vander Lans (LVL) Inland Injection Wells Design and Permitting
Daniel Kiel, PE Planning and Engineer Manager City of Peoria	623-773-7982 Daniel.Kiel@ peoriaaz.gov	Butler ASR Well, Well Development, Cycle Testing, and Recharge Operations Optimization (2018-2022)
Jessica Koop, PE Project Manager WRD of Southern California	(908) 338-2030 jkoop@wrd.org	Water Replenishment District (WRD) of Southern California (LRE)
John Tadlock, PG ASR Well Operations Manager City of Roseville	916-223-7763 JTadlock@roseville.ca.us.	ASR Well Program Optimization

SCHEDULE



CRS ENGINEERS



The schedule anticipates a one month break while waiting for CDBG Grant Funding between May and June. If the funding takes longer than this, the schedule will be delayed proportionately. The schedule also anticipates 2 week review times from the City.

Cost Estimate

Engineering Services for Tremonton Aquifer Storage and Recovery (ASR)

COST ESTIMATE

	Mark Chandler Project Manager	Gary Cin ASR Technical Advisor	Joshua Prettyman Project Manager	Neil Bulk ASR Lead	Allan Foster/ Lockie Tappan Staff Hydrogeologists	Staff Engineer	CM	2- Man Survey Crew	John Behr PLS	Clerical Assistance	ODCs	Total Hours per Task	Total Dollars
Hourly Billing Rate	\$215	\$230	\$165	\$200	\$160	\$125	\$115	\$180	\$185	\$85			
Phase 1- CDBG Cost Estimate													
Task 1- Develop Cost Estimate	2					4					\$0	6	\$930.00
Phase 1- CDBG Cost Estimate Subtotal Hours and Costs													
Phase 2 - CDBG Grand Engineering Design													
Task 1- Field Surveying						2		8	2		\$0	12	\$2,060.00
Task 2- 60% Design	4		8			40					\$0	52	\$7,180.00
Task 3- 90% Design			4			24					\$0	28	\$3,660.00
Task 4- Final Design and Bid Specifications	4		8			60					\$0	72	\$9,680.00
Task 5- Bidding Support			4			4					\$0	8	\$1,160.00
Task 6- Construction Support						320					\$0	320	\$36,800.00
Task 7- Project Management	8		20							8	\$0	36	\$5,700.00
Phase 2 - CDBG Grand Engineering Design Subtotal Hours and Costs													
Phase 3- ASR Pilot Study													
Task 1- UIC Permitting					60	40					\$0	100	\$18,400.00
Task 2- Water Rights Permitting					40						\$0	40	\$8,000.00
Task 3- ASR Design Support	8	40									\$0	48	\$10,920.00
Task 4- Construction, Operations and Data Collection	4	20			40	60					\$0	124	\$23,060.00
Task 5- Analysis/Final Pilot Study Report	4	10			30	20					\$0	64	\$12,360.00
Task 6- Project Management/Meetings/Invoice	12				34					8		54	\$10,060.00
Phase 3-ASR Pilot Study Subtotal Hours and Costs													
Total Project Costs	46	70	44	204	120	134	320	8	2	16	\$0	964	\$149,970.00
\$149,970.00													

The cost assumes the full design and construction management, but the final scope for phase 2 and 3 will be negotiated with the City after the completion of Phase 1.

The initial scope anticipated in this award is for the completion of a cost estimate for use in the CDBG application that is represented in Phase 1 and covers only the construction of the pump station, piping and well support and information for permitting the injection and recovery at the site. The final scope and fee for phase 2 and phase 3 will be negotiated at a later date, but pricing was provided for the City to better understand the likely magnitude of the project through piloting and permitting.

Resumes

Engineering Services for Tremonton Aquifer Storage
and Recovery (ASR)



18

YEARS
EXPERIENCE

17

YEARS
WITH CRS

Education

M.E. Geological Engineering
University of Utah
B.S. Civil Engineering
Utah State University

Registration

Professional Engineer
Utah # 8442467-2202
Professional Geologist
Utah # 8342467-2250
Certified Floodplain Manager

Associations

National Groundwater
Association
American Society of Civil
Engineers
Rural Water Association of Utah

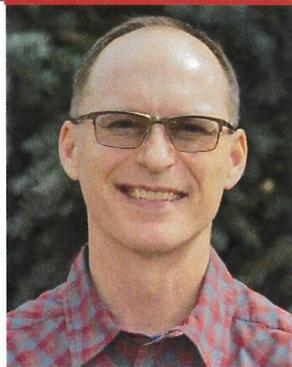
Mark Chandler, PE, PG, CFM | Project Manager

Mark is a leader in water system projects for multiple local districts and municipalities. He has worked on more than 100 well and groundwater characterization projects. Mark's specialty in groundwater management has emphasized the long-term, sustainable use of groundwater resources including maintenance of existing wells, wise development of new wells and proactively advocating for conjunctive use in the state. Mark works with many water suppliers in the state and his experience as both a Geologist and Civil Engineer help to balance the two disciplines when evaluating complex challenges such as ASR. Mark's experience will help to engage the member agencies and third parties in constructive discussions to keep this project and future projects moving.

RELEVANT EXPERIENCE

- **Southern Utah Valley Municipal Water Association (SU-VMWA) ASR Feasibility Study | Water Resources, Supply, Modeling Lead | 2011-2014**
In this multi-year project, CRS worked with 10 municipalities in the southern half of Utah County to evaluate the regional need for ASR in long term planning. This project included an updated model with the USGS to identify locations that will be most impacted by dropping water levels, especially with the planned piping of several canals that have acted unintentionally like in line recharge basins for decades. CRS evaluated existing infrastructure, past water use, water rights and growth projections for all 10 entities. This project included regional planning, coordinating and phasing of regional water infrastructure projects that were planned (piping of the canals) and were needed in the future (replacement of lost recharge, piping, recovery wells) that would be needed by all member agencies. This report included plans for recharge sites, some site testing information, recommendations for recovery wells and overall basin wide hydrogeology. Our efforts provided SUVMWA with recommendations for technical, political, and public engagement efforts to move forward to the successful implementation of ASR in the area.
- **South Davis Water District Aquifer Recharge Evaluation | District Engineer | 2020**
Evaluation of past studies and current conditions in the service area of South Davis Water District (Bountiful and North Salt Lake). With mounting pressure to require metering and eventual significant reductions in outdoor irrigation, the District had significant concerns with potential impacts to the unintended consequences of these measures. Several past reports have estimated that at least 50% of the recharge to the aquifer underlying this

- area and areas west (Woods Cross and North Salt Lake) comes from land applied irrigation on the east bench in this area. CRS did a review of these reports as well as recent historic irrigation use vs. water levels and confirmed that significant reduction in irrigation would have drastic impacts to the aquifer. As part of this, we completed a preliminary evaluation of the potential use of ASR in the area to replace the water that would be lost by 30% or more reductions in irrigation. This included looking at preliminary locations for potential recharge basins and providing a memo expressing concerns to Weber Basin Water Conservancy District requesting that they consider ASR in this area instead of strictly looking to reduce and limit water deliveries. Recharge in this area will be critical in the future to alleviate the aquifer depletion and subsidence already being experienced due to dropping groundwater levels in Woods Cross.
- **Zone 3 Transmission Line** | West Jordan City, UT
Project Manager | Led design of 5,300-LF of 20-in waterline | 2019
- **Flat Iron Well House Design and Construction Management**
Sandy, UT
Project Manager | Mark led the team on a pump station designed for construction in a highly visible area to minimize impacts to surrounding properties and to complement a surrounding park. This well house also included a design for a VFD and generator connections and required a careful plan to manage stormwater runoff and changes to the surrounding area.
- **Powder Mountain Waterline and Booster Station** | Pipeline and pump station design 2022
- **Jon Fondell Water Rights Analysis, Well Meter** | Wasatch County, Utah
Project Manager | Analysis of existing water rights and well for future subdivision 2015
- **Water Rights Management and 40-year plan** | Taylorsville, UT | Taylorsville-Bennion Improvement District (TBID)
- **Taylor Canyon Water Right Proof of Beneficial Use** | Ogden, UT
Project Manager | Provided documentation necessary for Taylor Canyon well
Project Manager | Managed the District's 15,000 acre-feet of water rights | 2012-2019



21 **1.3**
YEARS YEARS
EXPERIENCE WITH LRE

Education

M.S. Emphasis in Hydrogeology,

Utah State University

B.S. Geology, Environmental

Earth Science, University of

Utah

Registration

Professional Geologist

Utah PG#6411299

Utah Division of Drinking Water
Authorized Grout

Seal Inspector

Utah Division of Water Rights
Knowledge and Proficiency

Certification #79645662

NEIL I. BURK, PG | Project Manager and ASR Lead

Neil is a licensed Professional Geologist (P.G.) in the State of Utah and has more than 20 years of hydrogeology experience in water resources, mining, groundwater remediation and research. Neil has worked on more than 40 Utah public water system (PWS) well projects during his career and was the project manager for over 25 of those PWS well projects. Neil has extensive experience with drilling wells in unconsolidated to semi-consolidated deposits and bedrock aquifers using numerous drilling methods that include cable tool, conventional rotary with air and mud as drilling fluids, dual rotary, flooded reverse circulation with mud, and reverse circulation with air. Neil's advanced education and experience in water-rock interactions provides insights to groundwater quality in drinking water aquifers. Neil's current focus is expanding Utah's water resources to alleviate stresses caused by population growth and extreme drought conditions through sustainable groundwater development and managed aquifer recharge. Neil is authorized by the Utah Division of Drinking Water to certify grout seals in PWS wells and is a Certified Water Right Consultant by the Utah Division of Water Rights and the Rural Water Users Association of Utah.

RELEVANT EXPERIENCE

- **Stewart Ranches Well, Francis City, Utah** | Project Manager for a public water system (PWS) well project for Francis City. | Project tasks included a well siting and feasibility study, well design and drilling approach, Utah Division of Drinking Water (DDW) permitting, bidding services, well drilling and construction oversight, zonal water quality and yield testing, geophysical log interpretation, pump testing, new source water quality sampling and report preparation. An exploration pilot borehole was drilled to collect hydrogeologic data and assess potential yield and water quality of the aquifer. The production well was drilled through a fault zone and completed to a depth of 1100 feet in fractured bedrock. The well was test pumped at 1400 gallons per minute (gpm) and met yield requirements and drinking water quality standards.
- **Well Siting Study, Smithfield City, Utah** | Project Manager for a well siting study for Smithfield City | The well siting study was commissioned after an exploration well failed to meet desired yield requirements. Neil's study identified an area within the city limits that could produce 2000 gpm and meet drinking water standards. The production well that was later drilled produced 3000 gpm and met drinking water standards.

Resumes

Engineering Services for Tremonton Aquifer Storage
and Recovery (ASR)

- **Woodward Well, Gorgoza Mutual Water Company, Park City, Utah** | Hydrogeologist for a PWS well project for Gorgoza Mutual Water Company (Gorgoza) | Existing wells completed in the target aquifer produce sand and Gorgoza wanted to minimize sand production without limiting well yield. Neil provided hydrogeologic services to Gorgoza including well design and drilling approach, DDW permitting, bidding, well drilling and construction oversight, geophysical log interpretation, pump testing, new source water quality sampling and report preparation. Neil designed the well to minimize sand production without limiting yield. The PWS well was completed to a depth of 1200 feet in the Nugget Sandstone and was test pumped at 230 gpm and met yield requirements and drinking water standards.
- **Crimson Ridge Well, Crimson Ridge Phase Two Water Company, Eden, Utah** | Project Manager for an exploration project that was followed by a PWS well project | Ogden Valley is known to be a difficult area to develop a groundwater source and this project culminated in a 1000-foot-deep production well that was drilled through a fault zone and completed in bedrock with a safe-yield of 70 gpm for a new residential development. Neil managed and provided hydrogeologic services for both the exploration and PWS wells including well design and drilling approach, DDW permitting, bidding, well drilling and construction oversight, geophysical log interpretation, pump testing, new source water quality sampling and report preparation. Neil also provided expert-witness testimony in a water right hearing for which the water right was later approved.
- **BWO Well, Big West Oil, North Salt Lake, Utah** | Project Manager for an industrial well project for Big West Oil | Project tasks included preparation of well siting study that identified potential well sites that could meet production and water quality requirements. Because the well site was located at an active oil refinery, additional safety requirements had to be addressed and implemented on all aspects of the project from design and bidding to construction and testing. Neil provided hydrogeologic services that included well design and drilling approach, well drilling and construction oversight, zonal water quality sampling, geophysical log interpretation, well testing, final water quality sampling and report preparation. The well was drilled, zone tested and completed to a depth of 700 feet in unconsolidated valley-fill deposits. The well was test pumped at 1200 gpm and met yield and water quality expectations.

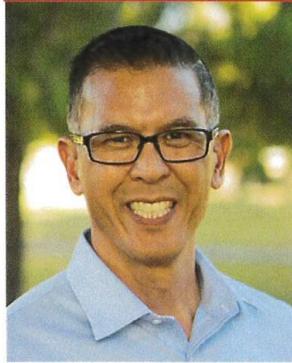
PUBLICATIONS

Burk, N.I., 2017, Chemical and isotopic evaluation of ground and surface water and the relation to groundwater recharge, Powder Mountain Resort, Utah, in Lund, W.R., Emerman, S.H., Wang, W., and Zanazzi, A., editors, *Geology and Resources of the Wasatch: Back to Front*: Utah Geological Association Publication 46.

Hurlow, H.A. and **Burk, N.I.**, 2008, Geology and ground-water chemistry, Curlew Valley, north-western Utah and south-central Idaho, implications for hydrogeology: Utah Geological Survey Special Study 126.

Lachmar, T.E., **Burk, N.I.**, Kolesar, P.T., 2006, Groundwater contribution of metals from an abandoned mine to the North Fork of the American Fork River, Utah: Water, Air and Soil Pollution, Vol. 173, pp. 103-120.

Burk, N.I., Bishop, C.E., Lowe, M., 2005, Wetlands in Tooele Valley, Utah—An evaluation of threats posed by ground-water development and drought: Utah Geological Survey Special Study 117, CD-ROM.

**24**YEARS
EXPERIENCE**6**YEARS
WITH LRE**Education**

M.S. Geology, University of Nevada, Las Vegas
B.S. Geology (with distinction), Sonoma State University

Registration

Licensed Geoscientist
AZ #39254
TX #4937

Awards

2013 National Ground Water Association Outstanding Groundwater Supply Project of the Year: "Innovations in Aquifer Storage and Recovery (ASR) Well Technologies, City of Phoenix, Arizona"

City of Phoenix, 2013 Individual Excellence Award for Creating and Managing the City's First Direct-Injection Aquifer Storage and Recovery Well Program

Gary Gin, RG | ASR Technical Advisor

Gary Gin has 24 years of diverse experience in the water industry, including 13 years in consulting and 11 years with the City of Phoenix. Gary specializes in integrated water resource planning, groundwater policy, aquifer storage and recovery (ASR) systems (+8,000 hours of operational experience), analyzing water infrastructure hydraulics, water rights, and program/ regulatory management. He leverages his technical expertise (1st to utilize glass beads as a filter pack media) and water utility experience to help clients implement their capital programs in Arizona, California, Utah, and Colorado. Gary is a seasoned project manager with a resume of over 85 projects, some in excess of \$285 million.

RELEVANT EXPERIENCE

- **Water Replenishment District (WRD) of Southern California, LVL Injection Well Coupled with Energy Recovery System, CA |** Technical advisor for WRD's LVL first Inland Injection Well. | Advance treated reclaimed water will be recharged in the target aquifer. This project has incorporated new well development procedures to enhance and sustain consistent injection and pumping performance. Mr. Gin is responsible for assessing the water quality compatibility between the purified advanced treated reclaimed water and groundwater, applying Nuclear Magnetic Resonance (NMR) geophysical logs to aid the injection well design, assisted in the final design of the injection well (well pumps 4,000 gpm exceeding client's goal), designing the above and sub-grade injection technologies, establishing the operational recharge rate and cycle durations, automated programming, and piloting energy generation through recharge activities.
- **Butler ASR Well: Design, Programming, Development, Permitting & Operational Training, City of Peoria, AZ |** Program Manager on Peoria's first ASR well (recharging 1.3 MGD of treated reclaimed water) | The well siting study was commissioned after an exploration well failed to meet desired yield requirements. Neil's study identified an area within the city limits that could produce 2,000 gpm and meet drinking water standards. The production well that was later drilled produced 3,000 gpm and met drinking water standards.

- **Replacement Well #6 & Configure Existing Well 6 into a Recharge Well, City of Tempe, AZ** | City's Program Manager for both Phases I and II |
Phase I entails the permitting, design, construction, and testing of a New Replacement Well. Existing Well #6 (60 years old) pumps 2,400 gpm and pumps significant sand impacting (250 ppm) the pump and distribution systems. Newly Constructed Replacement Well #6 drilled 60 feet away from existing Well #6 pumps 4,000 gpm and there is no sand impacting the pump and distribution systems. Phase II entails the configuration and design of an injection system for existing Well #6. The goal is to recharge potable surface water supplies to mitigate against drought and system outages. Currently, USF permitting is underway and above-ground infrastructure is being designed. Anticipated recharge operations are planned in 2023.
- **Abandoning Sports Complex Well and Drilling New Stadium Trail Well, City of Peoria, AZ** | Project Manager for the City's Well Replacement Program |
Peoria had to abandon one of their existing wells due to new growth and LRE was tasked to identify a new well site to optimize well productivity, water quality, and distribution flow into their pressure zone. The existing well was abandoned per ADWR rules and the new well was drilled and tested in 2022. The new well produces 2,500 gpm and the water quality meeting Drinking Water Standards. One of the many challenges with this program was siting the well where the permitting pumping volume was optimized and did not impact existing wells in the immediate area.
- **Sacramento Suburban Water District (SSWD), ASR Well Economic Assessment, CA** | Project Manager for an industrial well project for Big West Oil |
Gary and the LRE Water team developed an Economic Model for SSWD to assess the viability of ASR wells within SSWD's Service Area. This modeling tool provides the ability to determine and evaluate the cost of sale for recovering resources to potential buyers and be profitable.
- **ASR Well-Field Program Manager, City of Roseville, CA** | City's Program Manager on their 4 ASR wells |
He is focused on improving operational efficiency, updating operational programming, and tracking geochemical changes during recharge operations. Roseville's ASR wells are consistently clogging after subsequent ASR cycles. LRE Water is working on developing these ASR wells to be more efficient, which will allow Roseville to recharge larger volumes into the aquifer in a shorter time period. He is also assisting Roseville on planning their future ASR wells (siting, and economics) and providing technical guidance on the design, constructability, and system optimization.
- **2017 Update Groundwater Management Plan, City of Phoenix, AZ** | Created \$158 million well-field program for the City of Phoenix in 2017 |
This well-field entails the construction of 11 ASR and 9 water supply wells in 10 years. These wells will be used for drought resiliency (57,000 AF/yr of increased well production & 14,500 AF/yr of increased recharge capacity) and redundancy in the various pressure zones of the distribution system. Mr. Gin also developed the criteria for siting these wells (meeting current & future demands) and had all 21 wells permitted through the Arizona Department of Water Resources (ADWR).



33 30+

YEARS EXPERIENCE SIMILAR PROJECTS

EducationB.S. Civil Engineering
Utah State University**Registration**Professional Engineer
UT #260318-2202
California**Core Experience**

Capital Improvements
Project Management
Water Resource Development
Asset Management
Financial Management
Policy Development
Watershed Planning
Program Management
Stakeholder Involvement
Rate and Budget Analysis
Risk Management
Contract Procurement/
Management
Strategic Planning

mike.wilson
@crsengineers.com**Michael Wilson, PE | Water Rights Support**

With more than 30 years of service in the Utah water industry, Mike knows the details of previous water rights, water system operations, and institutional resources, which will provide the CRS team unique insights critical to successful screening and prioritization of key water assets. Mike will leverage his knowledge of management and operational strategies to provide the highest level of benefit for this project.

Mike's decades of experience working with water rights and regional infrastructure planning will provide an essential level of understanding and coordination to solidify the NUCAC in the pursuit of long term ASR efforts.

RELEVANT EXPERIENCE

- **Owner Representative** | Salt Lake County, Utah; Little Cottonwood Creek | Sandy City; Metropolitan Water District of Salt Lake & Sandy | 1990-2017 | Provide and share expertise related to water rights investigation, strategy, and management. Established management program for water rights including taking necessary actions to track and forecast water supply utilization, negotiate water use agreements, and coordinate filing of water right activity with the Utah State Engineer. Mike has worked extensively with groundwater rights and surface water resources (and underlying water rights). Involvement with many mutual irrigation companies with water rights in LCC, Bell Canyon, and Utah Lake are included in this portfolio.
- **Little Cottonwood Creek Water Rights Expertise** | Salt Lake County, UT | Salt Lake City, Sandy City, Metropolitan Water District of Salt Lake & Sandy | 1990-present | One of the primary sources of water supply for Salt Lake City and Sandy City is Little Cottonwood Creek (LCC). Mike has more than 30 years of experience understanding the complex nature of the court decree issued for LCC in 1910. This unique and in-depth knowledge is an example of an application a series of water rights and water management strategies. Embedded in this knowledge is the understanding of Salt Lake City's exchange agreements for water rights on LCC and Sandy City's ownership of LCC assets and share ownership in other LCC water companies. The complexities of 1st and 2nd primary flow and 1st, 2nd, and 3rd surplus flows based on the natural flow in LCC make for a complex system. Mike has recently been involved with the water right adjudication process related to LCC. He supports Salt Lake City, Sandy City, the District, and their legal teams as they coordinate with State Engineer in this ongoing adjudication effort.
- **Regional Water Supply Expertise** | Provo, Weber, and

Resumes

Engineering Services for Tremonton Aquifer Storage and Recovery (ASR)

Duchesne Rivers, Utah | Metropolitan Water District of Salt Lake & Sandy; Provo River Water Users Association | 2002-2017 | Utah and Salt Lake Counties are provided water supply, in part, by the Provo River Project and the Central Utah Project. Underlying these federal projects are a complex set of water resources, water rights, and institutional relationships. Having spent decades working in these environments, Mike has a solid foundation and knowledge of institutional management and daily operations of water resources and related assets.

- **Wellsville Threemile Canyon Watershed NRCS** | Cache Water District Project Manager | The project includes a watershed plan and environmental assessment to improve the stormwater management system by replacing undersized and/or damaged culverts, constructing small basins to safely store and control stormwater runoff, improving channels by clearing them of debris and vegetation | 2021
- **Master Plan Update** | Cottonwood Heights, UT | Metropolitan Water District of Salt Lake & Sandy Project Manager | Program manager and project manager for collaborative master plan effort. Coordination includes two other consultants and overall management of the project | 2020
- **Provo River West Side Levee Plan** | Provo City, UT Project Manager | Multi-year levee design and construction project for certification and accreditation through FEMA compliance for floodplain levee protection. Mike is assisting with design of levee alternatives, setback levees, floodwalls, embankment protection, freeboard, interior drainage, geotechnical evaluations and compliance with FEMA and USACE standards | 2020
- **Salt Lake Aqueduct (SLA) Underground Encroachment Inventory** | Salt Lake County, UT Project Manager | Metropolitan Water District of Salt Lake & Sandy development of an inventory of existing encroachments along the SLA and integration within the District's geographical information system (GIS) | 2019
- **Public Utilities Engineering Support** | Sandy City, UT Project Manager | Provide support to Sandy City as part of a response to an over-fluoridation incident. The response included development of a Corrosion Control Study related to compliance with the Lead and Copper Rule. Coordination with the City and other experts has been a key role | 2019-Present
- **Utility System Design** | Millville, UT Funding and Project Management Support | Providing support and expertise regarding utility management, funding resources, water rights review and analysis, and project implementation | 2019
- **Mountain View Corridor Design Build (4100 South to SR-201 Segment)** | West Valley City, UT | UDOT Project Management | Support design of water and sewer facilities and coordination between utility owner and design-build contractor | 2018-2020
- **Surplus Levee Deficiency (3300 South to SLC Airport)** | Salt Lake County, UT QA/QC/Project Management | Coordinate surveying support and right-of-way design for 30-miles of critical flood control facility with AECOM | 2018-2019

**JOSHUA PRETTYMAN, PE****PROJECT MANAGER**

Joshua has worked on waterline and pump station projects for over a decade. He has extensive experience in hydrology, hydraulic modeling, and the design of stormwater structures, including culverts, ditches, diversions, and basins. He has completed dozens of dams, pipelines, wells, and other hydraulic projects in his career. This experience lets him share valuable insights into water and storm systems from modeling, through design, and onto construction, solving construction challenges, reducing change orders, and producing efficient designs.

RELEVANT EXPERIENCE**Flat Iron Well House and Pickle Ball Design and Construction Management | Sandy, UT**

Project Engineer | Design and construction management of 1,500-GPM well building including chlorine and fluoride injection | 2019

12th Street Waterline | Ogden, Utah

Weber Basin Water Conservancy District (WBWCD)
Utility Design Lead | 24-in pipe; 12 designed miles of waterline with pipe bridge (1.5-miles constructed) | Unincorporated Weber County | 2019

Quailstone Subdivision Waterline Replacement |

Taylorsville, UT
Taylorsville-Bennion Improvement District (TBID)
Project Manager | Oversaw design of 4,000-LF of 8-in pipeline | 2019

Zone 3 Transmission Line | West Jordan, UT

Project Manager | Led design of 5,300-LF of 20-in waterline | 2019

Gravity Sewer Outfall | Saratoga Springs, UT

Project Manager | 27, 30, 36, 42-in pipes; 26,000-LF with 3 jack and bore crossings and design of bridge to cross Jordan River | 2019

Subdivision Waterline Design | Taylorsville, UT

Taylorsville-Bennion Improvement District (TBID)
Project Manager | 8, 10, 12, 16-in pipe; 50,000-LF. | 2010-2019

Wheeler Creek Diversion Structure | Ogden, UT

Project Manager | Led design of new diversion structure minimizing environmental impacts. | May 2018- Ongoing

Swensen Well House | Taylorsville, UT

Taylorsville-Bennion Improvement District (TBID)
Project Manager | 3,000-GPM well house | 2017

Well Projects and ASR | Ephraim, UT

Project Engineer | Design and rehabilitated a new and existing well with a study of ASR basins, hydrogeology, and culinary water system analysis
2019

I-15 Waterline Crossing | Sandy, UT

Project Engineer | Design of water line under I-15 involving permitting and coordination between UTA, Union Pacific Railroad Company, UDOT, Midvale City, and the various property owners | 2019

Twin Lake and Lake Mary Outlet Channel Improvements

Salt Lake City, UT | SLCDPD
Project Engineer | Includes replacing 18 culverts with double-barrel 54-in diameter reinforced concrete pipe and three-channel bank riprap improvements covering 2-mi of native stream channel in Brighton 2019-Current

EXHIBIT “D”



ASR Infrastructure Construction Project Construction Cost Estimate

Tremonton City

Description	Qty	Unit	Unit Price	Total
Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
Submersible Pump Station	1	EA	\$ 120,000.00	\$ 120,000.00
Automated Valve Control Box/Atmospheric Box	1	EA	\$ 75,000.00	\$ 75,000.00
12-inch PVC Waterline	250	LF	\$ 150.00	\$ 37,500.00
Well injection line	1	EA	\$ 23,000.00	\$ 23,000.00
Well House Modifications	1	LS	\$ 14,000.00	\$ 14,000.00
Contingency	15	%	\$ 319,500.00	\$ 47,925.00
Total Cost				\$ 367,425.00



EXHIBIT "E"
CRS ENGINEERING
PROFESSIONAL SERVICES AGREEMENT



Answers to Infrastructure®
ENGINEERING & SURVEYING

PROFESSIONAL SERVICES AGREEMENT

4246 S Riverboat Rd, Ste 200, Salt Lake City, Utah 84109
PH 801-359-5565 / FX 801-359-4272

TREMONTON CITY ("CLIENT"), HEREBY AUTHORIZES CRS CONSULTING ENGINEERS, INCORPORATED ("COMPANY"), A UTAH CORPORATION, TO PROVIDE THE SERVICES DESCRIBED BELOW SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW.

<i>CLIENT is a(n):</i>	<i>Individual</i> <input type="checkbox"/>	<i>Corporation</i> <input type="checkbox"/>	<i>Partnership</i> <input type="checkbox"/>	<i>Sole Proprietorship</i> <input type="checkbox"/>
A. CLIENT INFORMATION:		B. PROJECT DESCRIPTION:		
<i>Client Name:</i>	<i>Tremonton City</i>			<i>Project Name and Location:</i>
<i>Representative:</i>	<i>Marc Christensen</i>			Tremonton-Aquifer Storage Recovery / Tremonton, Utah
<i>Address:</i>	<i>102 South Tremont Street Tremonton, Utah 84337</i>			<i>Estimated Begin/End Dates:</i>
<i>Phone:</i>	<i>(435) 257-9486</i>			<i>CRS Project No:</i> 2023-0111

C. COMPANY'S SERVICES:

COMPANY shall provide the services set forth below or within the Scope of Services attached hereto and by this reference made a part hereof. Services not expressly set forth below or within attached Scope of Services or otherwise incidental to or implicit in those services, as determined solely by COMPANY, are not a service of COMPANY.

Description of Services: Engineering Services for Tremonton Aquifer Storage and Recovery project. Services will be as per proposal letter dated April 24, 2023, attached hereto and Marked EXHIBIT A.

D. COMPENSATION:

COMPANY shall be compensated as described in this paragraph D and within the Scope of Services attached hereto and by this reference made a part hereof, and Article 1 herein. CLIENT shall pay a **retainer fee of \$0.00 prior to commencement** of COMPANY'S services. Said fee shall be applied to the final invoice for services provided hereunder. In the event there is conflict between the compensation provision of this paragraph D and the Scope of Services, this paragraph D and Article 1 herein shall control.

Compensation: TIME and MATERIALS not to exceed contract in the amount of **ONE HUNDRED FORTY NINE THOUSAND NINE HUNDRED SEVENTY (\$149,970.00) DOLLARS**

HAVING READ, UNDERSTOOD AND AGREED TO THE FOREGOING, **AND THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF**, CLIENT AND COMPANY, BY AND THROUGH THEIR AUTHORIZED REPRESENTATIVES, HAVE SUBSCRIBED THEIR NAMES HERETO EFFECTIVE THE LAST DATE APPEARING BELOW.

TREMONTON CITY

DocuSigned by:

Authorized Signature
By (print): **Marc Christensen**
Title (print): **City Manager**
Date: **1/25/2024**

CRS CONSULTING ENGINEERS INCORPORATED

DocuSigned by:

Authorized Signature
By (print): **Matt Hirst**
Title (print): **President**
Date: **1/25/2024**



ARTICLE 1. COMPENSATION

1.1 **Reimbursable Expenses.** Reimbursable expenses include all expenditures made by or on behalf of COMPANY in performing its services hereunder and in the interest of the project.

1.2 **Payments.** CLIENT will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Invoices shall reflect billing for work performed by COMPANY during the month invoiced. Payment on an invoice is due upon receipt of the invoice by CLIENT. Payments via credit card will only be accepted for the specified amount **including** the processing fee of 3.50% incurred by COMPANY from the credit card company. COMPANY anticipates services will be performed during regular working hours and will not require overtime; if overtime hours or an accelerated work schedule is required, additional fees will be negotiated prior to performing these services. In the event of a dispute regarding an invoice, CLIENT shall pay all undisputed amounts as per this Article and disputed amounts shall be reserved for resolution. Projects with a duration of more than one calendar year will be subject to adjusted billing rates.

1.3 **Late Payment/Collection.** COMPANY may assess a carrying charge of 1.5 percent per month on progress payments not made within thirty (30) days of the date of invoice, which charge CLIENT warrants will be paid on demand. COMPANY may, in its sole discretion and without notice, suspend or terminate its services under this Agreement should CLIENT not pay the amount invoiced within forty-five (45) days of the date of invoice. COMPANY further reserves the right to withhold from CLIENT any instruments of COMPANY's service, or copies thereof, developed for CLIENT under this Agreement pending payment on CLIENT's outstanding indebtedness. If it becomes necessary to refer the account to a collection agency CLIENT agree to pay all costs, not limited to, attorney's fees, court costs, costs of preparing documents for court and collection agency fees, whether incurred by filing a lawsuit or otherwise.

1.4 **Estimates of Compensation.** Estimates of COMPANY'S compensation or fee where surveying services are to be provided only represent COMPANY'S opinion given the then existing information and circumstances and are not binding upon COMPANY. Actual compensation or fee for surveying services may vary substantially depending upon conditions beyond COMPANY'S knowledge or control, including but not limited to adverse weather, lack of adequate monumentation or control, and/or site conditions.

ARTICLE 2. SPECIAL TERMS AND CONDITIONS

2.1 **Additional Services.** Services not expressly or implicitly included with those herein specified, as determined by COMPANY, are not covered by this Agreement. Such services may be provided only upon the execution of an amendment in compliance with this Agreement.

2.2 **Construction Estimates.** Estimates of construction cost, material quantities and construction time estimates provided by COMPANY under this Agreement represent its opinion and are subject to change and are contingent upon factors over which COMPANY has no control. COMPANY makes no warranty, express or implied, as to the accuracy of such estimates.

2.3 **Construction Services.** Except as may be expressly provided by this Agreement, CLIENT recognizes that COMPANY's compensation for any services rendered during construction contemplates one (1) construction contract being let and construction completion within the time period set forth herein. Should the period for construction be exceeded through no fault of COMPANY or more than one (1) construction contract be let, COMPANY's compensation shall be increased for services rendered in relation to such additional contract(s) or beyond said time period. COMPANY is not responsible for the means, methods or sequences of construction nor for the safety of workers or others at the construction site. Construction review services are neither exhaustive nor continuous and consist of periodic visits to the project site intended only to determine whether construction is in general conformance with construction contract documents. COMPANY is not responsible for the performance or non-performance of the construction contractor or its subcontractor(s).

2.4 **Termination.** This Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination. This Agreement may be terminated by CLIENT upon seven (7) days written notice to COMPANY in the event that the Project is permanently abandoned. If this Agreement is terminated through no fault of the COMPANY, CLIENT shall pay COMPANY for services performed and Reimbursable Expenses incurred in accordance with this Agreement and, upon request, a Termination Adjustment equaling fifteen percent (15%) of the estimated fee remaining to be earned at the time of termination to account for COMPANY's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination. If this Agreement is terminated by CLIENT for cause, CLIENT shall pay COMPANY for services performed and Reimbursable Expenses incurred in accordance with this Agreement.

2.5 **Representatives.** COMPANY and CLIENT shall designate in writing a person authorized to act as their Representative. Said Representative shall receive and examine documents submitted by the other party and shall interpret and define policies and render decisions and authorizations promptly to prevent unreasonable delay in the progress of the Project.

2.6 **Prohibition Against Hiring.** During the term of this Agreement and for two years after any termination of the Agreement, CLIENT will not, without the prior written consent of COMPANY, either directly or indirectly, on their own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by COMPANY. Should you hire away or divert a staff member from COMPANY you agree to pay to COMPANY a 50% fee based on the annual compensation of the staff member as stated in the hiring company's offer letter. For example, a staff person being paid offered a salary of \$50,000 a year would require a payment to COMPANY of \$25,000 due within 30 days of the staff person starting date with you.

2.7 **Limitation of Liability.** CLIENT agrees to limit the liability of COMPANY and COMPANY's consultants, employees and agents to CLIENT and to all contractors, subcontractors and to all other persons which may arise from or be due directly or indirectly to any strict liability, breach of contract or other duty and/or any professional or other negligent act, error and/or omission of COMPANY and/or COMPANY's consultants, employees or agents in connection with the performance of services for this Project, such that the total aggregate liability of COMPANY and COMPANY's consultants, employees and agents to those named shall not exceed the total contract value of One Hundred Thousand Dollars (\$100,000.00), whichever is the lesser total amount. For the purposes of computing the total aggregate liability to be limited hereunder, the total aggregate liability shall include the attorneys' fees and costs of litigation reasonably incurred by COMPANY and COMPANY's consultants, employees and agents in the defense of such claims. Said limit of liability may be increased prior to the execution of this Agreement up to COMPANY's then effective professional liability insurance limits upon CLIENT's written request and payment of an additional fee as agreed upon by both parties.

2.8 **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files ("Deliverables"), prepared by COMPANY and furnished to the CLIENT as part of the Services shall become the property of the CLIENT. However, any use of the Deliverables by the CLIENT for a purpose other than its originally intended purpose without written verification and/or adaptation by the ENGINEER (as negotiated between the two parties) will be at the Company's sole risk and without liability or legal exposure to COMPANY. COMPANY shall retain its ownership rights in its intellectual property, including design, drawing details, specifications, data bases, computer software, concepts, know-how, techniques and other proprietary property that is developed, utilized or improved in the performance of the Services. Final project deliverable(s) are contingent upon receipt of full payment.



2.9 **CLIENT Information.** COMPANY and COMPANY's consultants shall have the right to rely on any and all information supplied to COMPANY or COMPANY's consultants by or through CLIENT and shall not have a duty to verify the accuracy of such information unless otherwise expressly agreed herein. CLIENT shall disclose information or knowledge of hazardous materials on the project site. CLIENT shall hold harmless, indemnify and defend COMPANY and COMPANY's consultants, employees and agents from and against any claims and/or liability related, directly or indirectly, to COMPANY's or COMPANY's consultants' use of or reliance upon any such information.

2.10 **Record Drawings.** Any Record Drawings called for herein will be developed based upon bid specifications and plans as modified by actual construction. Information related to such modifications may be provided by others, including the Construction Contractor, who is to document such modifications as part of its performance. COMPANY may rely upon such information and is not responsible for the accuracy of such information as it affects the Record Drawings. Record Drawings serve to document substantial alterations between bid plans and actual construction and do not document minor alterations or differences.

2.11 **Site Access.** CLIENT shall secure rights of access for COMPANY to all property reasonably necessary to the performance of COMPANY's services.

2.12 **Subpoenas and testimony.** If COMPANY is required by provisions of law or by court order, including if a third-party subpoenas COMPANY's records or requires COMPANY to testify concerning work or services performed or which COMPANY has performed for CLIENT, COMPANY will consult with CLIENT to determine whether CLIENT intends to assert any objections or privileges (to the extent CLIENT may properly do so). CLIENT hereby agrees to pay COMPANY for COMPANY's time and expenses reasonably incurred, and at the then prevailing rates, in relation to any such demand or obligation, including but not limited to, time and expenses for searching and copying records, reviewing documents, consulting with legal counsel, designating privileged documents, asserting objections, appearing at depositions or hearings or trials, litigating issues raised by such request(s), and for COMPANY's actual attorney's fees and costs incurred relating to these obligations and services.

2.13 **Review.** Pursuant to the scope of Services described herein, COMPANY shall perform the Services, which may include COMPANY's preparation of design documents, all of which will be subject to CLIENT's review and approval, which will not be unreasonably withheld, and all of which COMPANY shall perform and prepare within the fee terms described herein. If the Client requests and if same is within the scope of Services, COMPANY shall make CLIENT's requested revisions to the Services and/or design documents, without additional compensation to COMPANY, such that COMPANY performs the Services and prepares the design documents in accordance with this Agreement.

ARTICLE 4. CONFIDENTIALITY

3.4 **Attorney's Fees.** In the event of legal action, arbitration, or other proceeding brought for the enforcement of this Agreement, or because of alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief it may be entitled.

3.5 **Severability; Waiver.** In the event any term, condition or other provision(s) or any portion thereof of this Agreement is held to be unenforceable, the remaining provisions or portions shall remain valid and binding upon the parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

3.6 **Amendments; Merger.** This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. This Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

3.1 **Applicable Law.** This Agreement shall be interpreted and enforced in and according to the laws of the State of Utah.

3.2 **Assignment; Subcontracting.** Neither CLIENT nor COMPANY shall assign its interest in this Agreement without the written consent of the other, except that COMPANY may subcontract any portion of its services without such consent. CLIENT is primarily responsible for the compensation of any person(s) providing such subcontracted services and such person(s) shall have a right of action directly against CLIENT for CLIENT'S nonpayment. This Agreement shall be binding upon and inure to the benefit of the successors, assigns or any other transferees of the signatories hereto. Except as expressly provided in this paragraph, no rights or benefits are conferred to third parties by this Agreement.

3.3 **Force Majeure.** Any delay or default in the performance of any obligation of either party under this Agreement resulting from any cause(s) (excluding financial inability) beyond said party's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligation of said party as long as performance is delayed or prevented thereby.

**TREMONTON CITY
CITY COUNCIL MEETING
6 FEBRUARY 2024**

TITLE:	Discussion and consideration of adopting Resolution No. 24-15 approving a Water Infrastructure Project Grant Contract in the amount of \$1,107,302 between the Utah Governor's Office of Economic Opportunity and Tremonton City.
FISCAL IMPACT:	Grant money of \$1,107,302
PRESENTER:	Marc Christensen – City Manager

The goals and objectives of approving the Tremonton City Water Infrastructure Grant Contract are:

- Development of an Aquifer Storage and Recharge System (ASR):** To create a system that captures water during times of surplus (like during high runoff periods) and stores it underground. This system can be utilized during periods of high demand or shortage.
- Implementation of a Secondary Water Project for Irrigation:** To reduce the strain on the primary water supply by providing a separate water source for irrigation purposes. This helps in conserving the culinary water supply for residential and other critical uses.
- Managing Seasonal Water Demand Fluctuations:** The ASR system and secondary water project aim to balance water availability throughout the year, especially addressing the increased demand during the summer months.
- Extending the Culinary Water Supply:** By creating additional storage and alternative sources for non-drinking purposes, the grant aims to ensure the longevity and sustainability of the city's primary water supply.

Key points of the Water Infrastructure Grant include:

- Contracting Parties:** The State of Utah and Tremonton City.
- General Purpose:** To provide pass-through funding for Water Infrastructure Projects appropriated by the Utah State Legislature.
- Contract Period:** Effective from January 1, 2024, to December 31, 2025, with no option for renewal.
- Contract Amount:** The State shall pay a maximum of \$1,107,302.00 to Tremonton City for authorized costs.
- Attachments:** Include terms and conditions, reporting requirements, certification, and scope of work.
- Scope of Work:** Tremonton City is pursuing a project to develop an Aquifer and Recharge System (ASR) and a secondary water project for irrigation. The project aims to manage seasonal water demand

fluctuations and extend the city's culinary water supply, especially during high-demand summer months.

7. **Payment Terms:** The City will not receive any funds until the contract is fully signed and executed. The City must submit invoices for payment.
8. **Reporting Requirements:** The City must provide annual and final reports detailing expenditure of state money.
9. **Compliance:** The City must comply with all applicable federal and state laws, rules, and regulations.

RESOLUTION NO. 24-15

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING WATER INFRASTRUCTURE GRANT CONTRACT IN THE AMOUNT OF \$1,107,302 BETWEEN THE GOVERNOR'S OFFICE OF ECONOMIC OPPORTUNITY AND TREMONTON CITY

WHEREAS, Tremonton City provides culinary water to 4,228 equivalent residential units and secondary water to 1,340 residential units plus commercial businesses and open space location parks; and

WHEREAS, during the 2023 legislative session, the Utah Legislature allocated \$50 million to the Governor's Office of Economic Opportunity to assist local public entities with water infrastructure projects; and

WHEREAS, on September 19, 2023, the City Council adopted Resolution No. 23-56 amending Resolution No. 23-09 regarding a consultant agreement between Hemmco, LCC, and Tremonton City for lobbying services to pursue funding for Tremonton City associated with the Utah Legislature allocated \$50 million to the Governor's Office of Economic Opportunity to assist local public entities with water infrastructure projects; and

WHEREAS, Hemmco, LLC and Mayor Lyle Holmgren submitted a grant proposal for the Water Infrastructure Grant comprised the Aquifer and Recharge System ("ASR") and Equalization Basin on the East Canal; and

WHEREAS, the ASR project will extend the City's culinary water sources by pumping excess culinary water in the off-season from the City's springs back through an existing pipe and injecting this water through the well head into the aquifer that the City pumps out of during the summer months (see Exhibit "A" for more information); and

WHEREAS, the ASR will decrease the severity of seasonal fluctuations and increasing the availability of culinary water delivered to Tremonton during high-demand summer months, and is a cost-effective approach to increasing the city's culinary water supply and providing water to all Tremonton City residents; and

WHEREAS, in 2017 the city started a secondary water project with the intent of the secondary water project extending culinary water to more households by using secondary water for outdoor use; and

WHEREAS, the way the canal system is designed, farmers who irrigate from the Bear River Canal system generally use the water at specified times during the week called "turns" and are designed to ensure everyone is serviced equally; and

WHEREAS, because homeowners have access to secondary water on demand and generally use the water at night, the canal company requires the city to construct equalization basins adjacent to the canals where the water is being pumped from; and

WHEREAS, these basins are designed to fill up when water demand in the canal system is low and then release water from the ponds into the canal system when the demand for water is high (i.e. when the city is pumping water directly from the canal) thus equalizing the flow in the canal; and

WHEREAS, on March 21, 2023, the City Council adopted Resolution No. 23-17 approving a Land Acquisition Agreement between Tremonton City and DC Aston & Company, LLC for the City's acquisition 4.309-acres for the construction of an Equalization Basin on the East Canal (See Exhibit "B" for more information); and

WHEREAS, the Tremonton City ASR and Canal Equalization Basin project will provide a plentiful supply of culinary water and stable secondary water to current and future Tremonton residents and farmers for many years to come.

WHEREAS, the Tremonton City ASR and Canal Equalization Basin Project will facilitate economic growth and capacity for thousands more residents and businesses.

WHEREAS, more specifically, the ASR Project will have the following objectives:

- Captures 53 million gallons of water per month through the 7-month off-season (371 million gallons total).
- Secures a plentiful supply of water for the residents and industry located in Tremonton; and

WHEREAS, more specifically, the Canal Equalization Basin will have the following objectives:

- Allows the use Tremonton City's water shares without impacting users downstream.
- Continues to expand the secondary water system in the City. Without these equalization basins, the canal company will not allow Tremonton to expand the secondary water system throughout the City; and

WHEREAS, the total budget for the ASR Project and East Canal Equalization Basin projects is \$1,692,542.79; and

WHEREAS, on December 11, 2023, Tremonton City received notice from the Utah Governor's Office of Economic Opportunity that Tremonton City has been approved to receive a Water Infrastructure Projects in the amount of \$1,107,302.00.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council approving a water infrastructure grant contract in the amount of \$1,107,302 between the Governor's Office of Economic Opportunity and Tremonton City as contained in Exhibit 'C.'

PASSED AND ADOPTED by the Tremonton City Council on the 6th day of February 2024. To become effective upon passage.

TREMONTON CITY CORPORATION
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A"

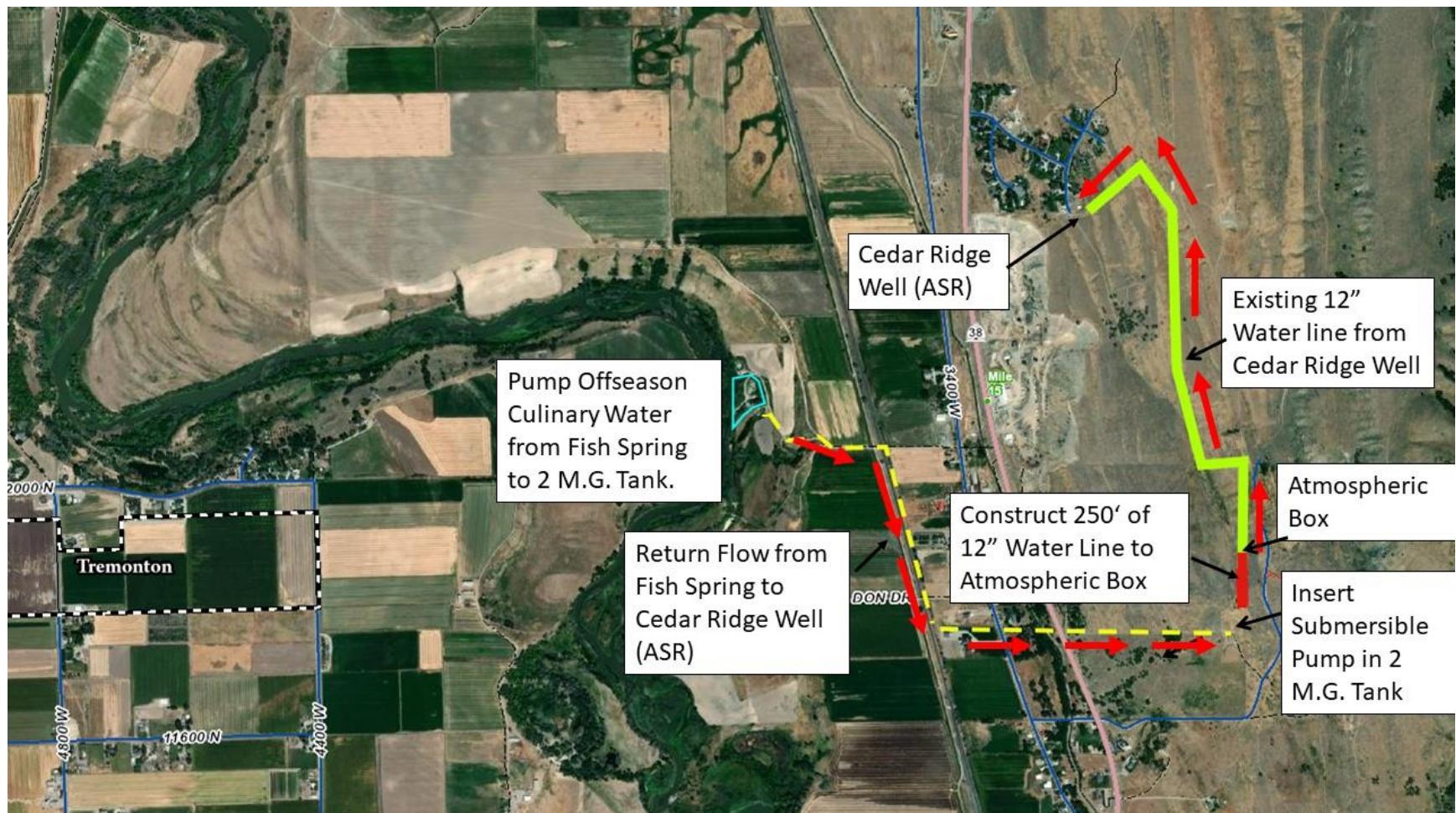
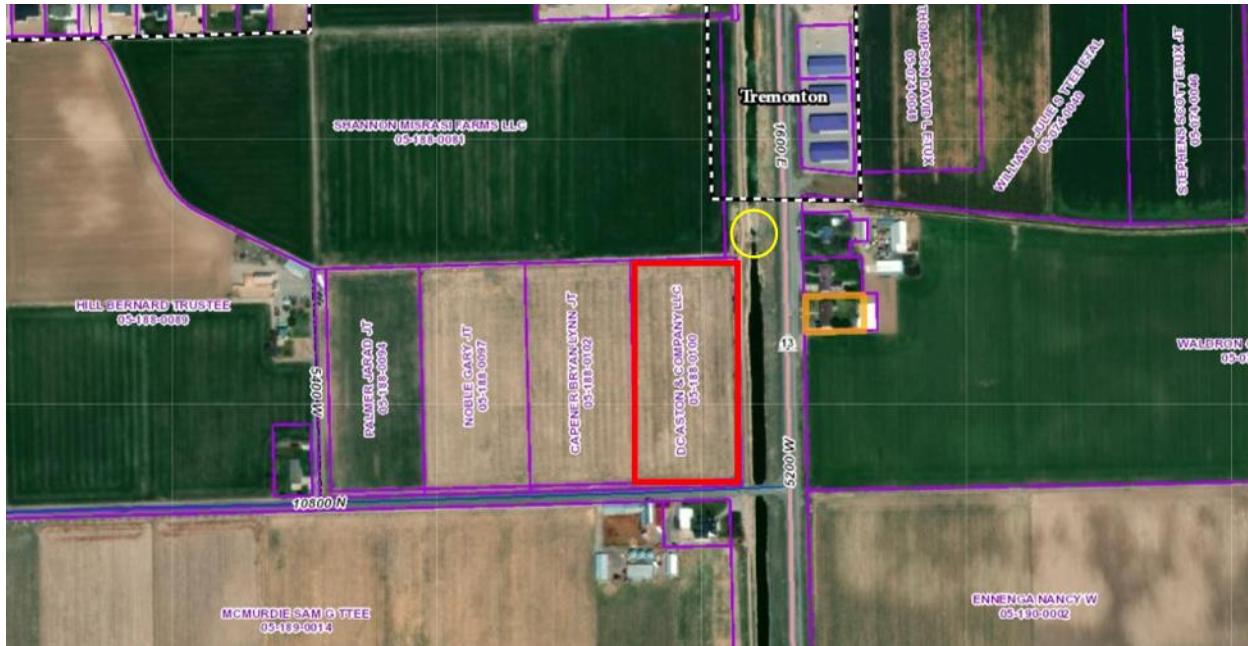


EXHIBIT “B”



East Canal pump station site (shown in the yellow circle) is located within the Rivers Edge Subdivision and is north of Lot 3 of the Silver Ranch Subdivision Phase 3



Lot 3 of the Silver Ranch Subdivision Phase 3 is 4.309 acres in size and is adjacent to a drop on the East Canal (shown in the yellow circle) and within the City's declared annexation area

EXHIBIT “C”

Contract Number: 240632224



STATE OF UTAH CONTRACT WATER INFRASTRUCTURE GRANT GOVERNOR'S OFFICE OF ECONOMIC OPPORTUNITY

- 1. CONTRACTING PARTIES:** This Water Infrastructure Grant funding contract (this “Contract”) is between the State of Utah, Governor’s Office of Economic Opportunity, referred to as the State, and the following Grantee:

Tremonton City
102 South Tremont Street
Tremonton, UT 84337

Federal Tax ID: 87-6000288
Legal Status of Contractor: Governmental Agency
Vendor #: 20325G

Contact Person: Shawn Warnke
Phone #: (435) 257-9504
Email: swarnke@tremontoncity.com

- 2. GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide pass through funding for Water Infrastructure Projects appropriated by the Utah State Legislature, 2023 General Session SB3 Appropriations Adjustments, Item 297 (*Senator Jerry W. Stevenson*).

- 3. CONTRACT PERIOD:**

Effective Date: January 1, 2024

Termination Date: December 31, 2025, with no option for renewal. Unless either party terminates this Contract in accordance with the terms and conditions herein, this Contract will remain in effect for the entire term.

- 4. CONTRACT AMOUNT:** The State shall pay to the Grantee no more than a maximum of \$1,107,302.00 for costs authorized under this Contract. All expenditures and activities must comply with all attachments herein and must occur before this Contract terminates. Funding must not be used for purposes contrary to federal, state, or local laws.

- 5. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**

Attachment A – Water Infrastructure Grant Terms and Conditions

Attachment B – Reporting Requirements

Attachment C – Certification

Attachment D – Scope of Work

Any conflicts between Attachment A and any other Attachment will be resolved in favor of Attachment A.

- 6. CONTACT INFORMATION:**

Grantor: Governor’s Office of Economic Opportunity
Name: Jim Grover
Title: Managing Director of Incentives and Grants
Address: 60 East South Temple, 3rd Floor
Salt Lake City, UT 84111
Phone: (801) 538-8660
E-mail: jimgrover@utah.gov

CONTRACT EXECUTION:

Each person signing this Contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal Contract binding on the parties and enforceable in accordance with its terms. This Contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this Contract.

BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

THE STATE OF UTAH

TREMONTON CITY

Name:
Title:
Date:
Governor's Office of Economic Opportunity

Name:
Title:
Date: \d1

Name:
Title:
Date: \d3\
Governor's Office of Economic Opportunity

Name:
Title:
Date:
Governor's Office of Economic Opportunity

Date:
State of Utah, Division of Finance
Contract Number: 240632224

ATTACHMENT A: WATER INFRASTRUCTURE GRANT TERMS AND CONDITIONS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. “Contract” means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 - b. “State” means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on this Contract.
 - c. “Grant Money” means Water Infrastructure Grant money derived from State fees or tax revenues that are owned, held, or administered by the State.
 - d. “Grantee” means the individual or entity which is the recipient of Water Infrastructure Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 - e. “Non-Public Information” means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (“GRAMA”) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 - f. “SubGrantees” means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to: Grantee’s agents; consultants; employees; authorized resellers; or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, such as Grantee’s manufacturers, distributors, and suppliers.
2. **SCOPE:** This Contract will provide funding to assist Grantee to perform its responsibilities under this Contract.
3. **PAYMENT:** Unless otherwise stated in this Contract, the State agrees to pay Grantee as follows:
 - a. Grantee shall not receive any Grant Money until this Contract is fully signed and executed.
 - b. Grantee shall submit an invoice for 90% of the Contract Amount to be disbursed prior to full completion of the Grantee’s project.
 - c. Grantee shall submit an invoice for 10% of the Contract Amount to be reimbursed contingent upon completion of Grantee’s project and submission of the Final Report.
 - d. The State will make payments to Grantee within thirty (30) days after a correct invoice is received. All payments to Grantee will be remitted by mail, electronic funds transfer, or the State of Utah’s Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date the State receives a correct invoice, then interest may be added by Grantee as prescribed in the Utah Prompt Payment Act.
 - e. The acceptance by Grantee of final Grant payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. The State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: (i) provided in reliance on an inaccurate or incomplete representation, (ii) unsupported by sufficient invoices or other documentation, (iii) not used by Grantee for the project identified, (iv) used for any purpose in violation of the terms of this Contract or in violation of the law, or (v) paid in excess of what is actually owed.
4. **ROLE OF GRANTEE:**
 - a. Grantee shall ascertain that expenditures made are for the purposes appropriate to and related to the request presented to the Legislature.
 - b. Grantee shall provide a status report for each invoice requesting payment. Each report must include: (i) a description of how the funding will be (or has been) used; (ii) an annual budget reflecting funding sources received; and (iii) a description of performance measures used to track the success of the program, which must relate directly to the purpose for the grant as described to the legislature in the original request.

5. LAWS AND REGULATIONS:

- a. During the term of this Contract, Grantee will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
- b. Grantee understands and agrees to comply with applicable provisions of Utah Code § 63J-1-220. Before receiving any Grant Money, Grantee shall provide all documentation required by the sections of the Utah Code referenced in this section. Grantee acknowledges that the State is bound by the provisions referenced in this section and may withhold or demand return of Grant Money if Grantee fails to comply with any provisions of these sections of the Utah Code, as amended. Grantee shall provide to the State, in a form and manner prescribed by the State, an itemized report at least annually detailing the expenditure of Grant Money.

6. RECORDS ADMINISTRATION: Grantee shall maintain or supervise the maintenance of all records, receipts, and any other documentation necessary to properly account for: (i) payments made by the State to Grantee under this Contract, (ii) Grantee's performance of this Contract terms and milestones, and (iii) outcomes reported to the State by Grantee. Grantee shall retain these records for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee shall allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.

7. CONFLICT OF INTEREST: Grantee represents that no material conflict of interest exists in relation to its receipt of Grant money under this contract and that none of Grantee's officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.

8. INDEPENDENT CAPACITY: Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State.

9. EMPLOYMENT PRACTICES: Grantee shall abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee shall further abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

10. AMENDMENTS: The parties may amend this Contract only by mutual written agreement, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

11. TERMINATION: Unless otherwise stated in this Contract, either party may terminate this Contract with cause and upon written notice to the other party, at any time in advance of the specified termination date. Under this section 11, "cause" means, without limitation, any material violation of the terms of the program or this Contract.

12. NOTICE OF CHANGE OR REORGANIZATION: If a change or reorganization occurs which affects Grantee's ability to perform under this Contract, Grantee shall immediately notify the State. Changes or organizations that require notification to the State include, but are not limited to the following:

- a. Material change in the amount or type of facilities, assistance, or staff Grantee provides to facilitate this Contract; or
- b. Any other change or reorganization that Grantee reasonably expects would be of interest or value to the State in the administration of this Contract.

- 13. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, the State may terminate this Contract, in whole or in part, if the State determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this section 13, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- 14. WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
- 15. REVIEWS:** The State may perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews will not waive the requirement of Grantee to meet all the terms and conditions of this Contract.
- 16. ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
- 17. PUBLIC INFORMATION:** This Contract and invoices will be public records in accordance with GRAMA. Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not required to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. Where Grantee is a private entity, Grantee may designate certain business information as protected under GRAMA pursuant to Utah Code § 63G-2-305 and 63G-2-309. Grantee shall comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
- 18. NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality will be ongoing and survive the termination or expiration of this Contract.
- 19. INDEMNITIES:**
 - a. **For Private Entity Grantees:** This section 19.a. is applicable only to Grantees that are private entities. Grantee is fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and fully indemnifies, holds harmless, and will defend the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that Grantee does not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of Grantee's liability, including a limitation of liability clause for anyone for whom Grantee is responsible, such limitations of liability do not apply to injuries to persons, including death, or to damages to property.
 - b. **For Governmental Entity Grantees:** This section 19.b. is applicable only to Grantees that are governmental entities. Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Contract will be

construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Utah Governmental Immunity Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties, except for indemnification for infringement and indemnification for breach of duty of confidentiality as specified in this section 19.

- c. **Indemnification for Infringement:** Grantee indemnifies and holds the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. If there are any limitations of Grantee's liability, such limitations of liability will not apply to this section 19.c.
- d. **Indemnification for Breach of Duty of Confidentiality:** As permitted by law, Grantee indemnifies, holds harmless, and will defend the State, including anyone for whom the State is liable, from claims related to a breach of the duty of confidentiality, as described in section 18, including any notification requirements, by Grantee or anyone for whom Grantee is liable.

- 20. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Each party recognizes that it has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other party, unless otherwise agreed upon by both parties in writing.
- 21. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. The State may, at its sole discretion, provide approval, which must be in writing. If the State provides approval for advertising or publicity, Grantee shall give recognition and credit to the State of Utah in Advertising or public notice, at least in the form of a public acknowledgement of the receipt of state funds.
- 22. **WAIVER:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- 23. **ATTORNEYS' FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party will be entitled its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action. This provision does not apply to Grantees that are governmental entities.
- 24. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; then (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or the rights of the State must be in writing and attached to this Contract, or the provision will be void.
- 25. **GOVERNING LAW AND VENUE:** This Contract is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract will be brought in a court of competent jurisdiction in the State of Utah. Venue will be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract will not extinguish or prejudice the State's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
- 27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract will not affect the validity or enforceability of any other provision, term, or condition of this Contract, which will remain in full force and effect.
- 28. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B: REPORTING REQUIREMENTS

- 1. PUBLIC FUNDS:** Grantee shall comply with applicable state statutes on reporting and expenditure of public funds. Specifically, UCA 63J-1-220(2)(b) requires the recipient entity to provide the state agency with annual reports and a final report.
- 2. ANNUAL REPORT:** Grantee shall provide annually a written report to the State on or before January 31, 2025. The report must respond to each of the items below in the order specified:
 - a. The actual amount spent, and the time frame this amount was spent.
 - b. The projected spending by December 31, 2024.
 - c. The difference between the appropriated (contracted) and actual amount used.
 - d. An explanation of why the funding was requested or granted and how it was expected to solve or ameliorate an issue.
 - e. An assessment of implementation which includes: (i) what month and year the project, program, or bill was fully implemented, (ii) whether the project or program encountered any factors that caused a delay in implementation and explanation of these factors, and (iii) whether the project or program encountered any factors that caused a change in scope and an explanation of these factors.
 - f. An assessment of accuracy which includes: (i) how much of the appropriation was spent as of the last reporting period, (ii) the date of the last reporting period, and (iii) how much of the appropriation is expected to be spent by December 31.
 - g. An assessment of performance which includes: (i) how the success of the project or program is being measured, and (ii) how successful the project or program has been according to those metrics.
- 3. FINAL REPORT:** With request for final payment, Grantee shall submit a Final Report to the State. The Final Report must address the following:
 - a. Each topic outlined in the Scope of Work, included as attachment D,
 - b. How the Grantee used the funds, and
 - c. The date that the project or program was completed.
- 4. REPORTING CERTIFICATION:** By signing and entering into this Contract with the State, the Grantee certifies that the Grantee shall provide an itemized report at least annually and a final written report detailing the expenditure of the state money as described in UCA 63J-1-220.

ATTACHMENT C: CERTIFICATION

Grantee certifies that Grantee will comply with State and Federal statutes, regulations, policies, guidelines, and requirements for a non-profit entity. Specifically, Utah Code Annotated 51-2a-102(6)(f) and 51-2a-201.5 require a nonprofit organization (NGO) to disclose annually, whether the NGO received a minimum of \$25,000 in combined Federal pass through, State, and local money in both the previous year and the current fiscal year, to the State Agency which provided Federal pass through, State and local money. Additional reporting is required by law to the State Auditor and will vary, depending on the amount of total Federal, State, and local funding received from all sources during an NGO's fiscal year.

The type of report required to the State Auditor is based on the following thresholds: more than \$25,000 but less than \$100,000 requires a fiscal report to the Auditor, more than \$100,000 but less than \$350,000 requires a compilation of its accounts by an independent CPA, more than \$350,000 but less than \$1,000,000 requires a review of its accounts by an independent CPA, more than \$1,000,000 requires an audit by an independent CPA. Definitions of each of these reports are found in UCA 51-2a-102.

Grantee certifies that Grantee met or exceeded or anticipates meeting or exceeding the following dollar threshold in combined revenues of federal pass through, state or local money for the state fiscal year July 1 – June 30.

- \$25,000 or more but less than \$100,000
- \$100,000 or more but less than \$350,000
- \$350,000 or more but less than \$1,000,000
- \$1,000,000 or more

OR

- Grantee certifies that Grantee will not or does not expect to meet or exceed the \$25,000 threshold in combined revenues of federal pass through, state or local money for the fiscal year.

The reporting requirements can be found on the Utah State Auditor website. [<https://auditor.utah.gov/audit-resources/report-grants-to-non-profits/>].

Choose Reporting Requirements for State Entities. [<https://site.utah.gov/auditor/wp-content/uploads/sites/6/2018/05/REPORTING-REQUIREMENTS-FOR-STATE-ENTITIES.pdf>].

ATTACHMENT D: SCOPE OF WORK

OBJECTIVE / PURPOSE STATEMENT / SCOPE OF WORK:

Tremonton City (the “City”) is a growing and vibrant community. The US Census and Tremonton City data show the City’s population growth rate from 9,895 residents in 2020 to 11,840 in 2022. An annual growth rate of approximately 9.8%. The city provides culinary to 4,228 equivalent residential units and secondary water to 1,340 residential units plus commercial businesses and open space location parks.

The City’s primary service areas are within the incorporated limits of Tremonton City. The City does provide water service to a few residences outside of the City. Most of the connections outside of the City limits are related to agreements that the City made when negotiating water line easements through individual property in the distant past.

Tremonton City is pursuing a water project to conserve and develop critical water resources. The Tremonton City ASR and Canal Basin Project is made up of two critical components. First, we are developing an Aquifer and Recharge System (“ASR”). For almost 100 years, the most productive source of culinary water in Tremonton is the North Spring and Wells located on the Deweyville foothills near the Bear River. During the off-season months (October to May) average water demand from this spring is 51.9 million gallons per month. During the summer months (June to September), water demand increases to 105.6 million gallons per month, or a difference of 53.7 million gallons per month.

The plan is to pump excess water in the off-season from the springs back through an existing pipe and aquifer system already owned by the city and then retrieve the water from the aquifer during the summer months decreasing the severity of seasonal fluctuations and increasing the availability of culinary water delivered to Tremonton during high-demand summer months. This will extend the city’s culinary water supply, especially from June through September, and is a cost-effective approach to increasing the city’s culinary water supply and providing water to all Tremonton City residents.

Second, in 2017 the city started an ambitious secondary water project. The city purchased enough water shares from willing sellers so that existing homes can have secondary water for their outdoor irrigation of lawns and gardens. This secondary water program reduces the demand on the culinary system as illustrated above during the peak months. Without a robust secondary system, culinary water demand would be more than 36 million gallons per month during the summer months. New developments/developers are required to provide the city with shares (at their expense) equal to the ground that would be irrigated by households in their development. The intent of the secondary water project is to extend culinary water to more households by using secondary water for outdoor use. All the while keeping to the City’s goal of being good stewards with every water source at its disposal.

The way the canal system is designed, farmers who irrigate from the Bear River Canal system generally use the water at specified times during the week. These times are called “turns” and are designed to ensure everyone is serviced equally. Because homeowners have access to secondary water on demand and generally use the water at night, the canal company requires the city to construct equalization ponds adjacent to the canals where the water is being pumped from. These ponds are designed to fill up when water demand in the canal system is low and then release water from the ponds into the canal system when the demand for water is high thus equalizing the flow in the canal. Completion of the Tremonton City ASR and Canal Basin project will provide a plentiful supply of culinary water and stable secondary water to current and future Tremonton residents and farmers for many years to come.

This project with its two components will create a more stable and reliable culinary and secondary system to the benefit of all citizens of Tremonton. With the aquifer storage system in place, the city will be able to create a more reliable water source to help us navigate through drought years as we have seen for the past several years.

By utilizing aquifer storage, the City can reduce evaporation and water loss by utilizing the confining geologic layers within the well zone to contain the injected water.

The building of the equalization ponds also creates a buffer in the City's secondary water system to mitigate the large swings in use from day to day and hour by hour. The system creates ponds where water is stored and then released back into the canal when the city pumps water for secondary use. Without the reliability and stability, the ponds create in our secondary system our residents will look to culinary water as a Band-Aid which is against city ordinance and would create an enforcement nightmare and strain an already stretched system. With this overall proposed water project, we create stability and reliability for our farmers, residents, and commercial users. The Tremonton City ASR and Canal Basin Project facilitates economic growth and capacity for thousands more residents and businesses.

DELIVERABLES / PERFORMANCE MEASURES:

ASR Project

- Captures 53 million gallons of water per month through the 7-month off-season (371 million gallons total).
- Secures a plentiful supply of water for the residents and industry located in Tremonton.

Equalization Basins

- Allows the use Tremonton City's water shares without impacting users downstream.
- Continues to expand the secondary water system in the City. Without these equalization basins, the canal company will not allow Tremonton to expand the secondary water system throughout the City.

The City expects the Canal Equalization Basins and ASR Project will be completed by April 2024.

BUDGET:

Budget: \$1,692,542.79

The ASR component of the overall project is largely made up of pump stations, piping, and engineering services. As stated above, the aquifer will have water pumped into it for storage during the low months of demand. The canal basins will require the purchase of property to facilitate the construction of water retention basins along the canal. The remainder of the cost will be constructing the basin itself and will incorporate pumping stations and valves to control the flow to and from the canal.

Tremonton City ASR and Canal Basin Project
Cost Estimate



Expenses	Qty	Unit	Unit Price	Total
Purchase of Land Central	4.262	Acres	\$ 20,000.00	\$ 85,240.00
Purchase of Land East Canal	4.309	Acres	\$ 116,036.20	\$ 500,000.00
Central Basin Construction	1	LS	\$ 289,907.79	\$ 289,907.79
East Basin Construction	1	LS	\$ 300,000.00	\$ 300,000.00
Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
Submersible Pump Station	1	EA	\$ 120,000.00	\$ 120,000.00
Automated Valve Control Box/Atmospheric Box	1	EA	\$ 75,000.00	\$ 75,000.00
12-inch PVC Waterline	250	LF	\$ 150.00	\$ 37,500.00
Well injection line	1	EA	\$ 23,000.00	\$ 23,000.00
Well House Modifications	1	LS	\$ 14,000.00	\$ 14,000.00
Engineering Services	1	LS	\$ 149,970.00	\$ 149,970.00
Contingency				\$ 47,925.00
			Total Cost	\$1,692,542.79
Revenues	Qty	Unit	Unit Price	Total
City Funds				\$ 585,240.00
Requested Funds				\$ 1,107,302.79
			Total Cost	\$1,692,542.79

Grantee acknowledges Grantee's responsibility to submit audit reports, respond to legislative or Governor inquiries, and comply with other reporting rules to receive Final payment.

RESOLUTION NO. 24-16

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING A MUTUAL WATER SUPPLY AGREEMENT WITH THE BEAR RIVER WATER CONSERVANCY DISTRICT

WHEREAS, Tremonton City (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

WHEREAS, the Bear River Water Conservancy District (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

WHEREAS, 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 District’s water supply; and

WHEREAS, City desires to improve its water resources available to provide culinary water to its population; and

WHEREAS, 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 City; and

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

WHEREAS, 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 District; and

WHEREAS, in October of 1995 City signed a 30-year agreement to purchase 150-acre-feet of water or 48,877,650 gallons per year, at a rate of \$51,750 per year from District; and

WHEREAS, City desires to continue collaborating with District and enter into a new Mutual Water Supply Agreement Exhibit “A”.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council to approve a Mutual Water Supply Agreement with the Bear River Water Conservancy District as shown in Exhibit “A.”

PASSED AND ADOPTED by the Tremonton City Council on the 6th day of February 2024. To become effective upon passage.

TREMONTON CITY CORPORATION
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT “A”

MUTUAL WATER SUPPLY AGREEMENT

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 District shall pay the City the difference in diverted water. Specifically, the District shall pay the City the Wholesale Rate for the quantity of City 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 City Water is diverted.

The initial meter reading for City Water shall be made on the Effective Date of this Agreement. If City Water is used by the District in calendar year 2024, the Wholesale Rate shall be the rate as of the Effective Date.

6. Use of Water. The water made available under this Agreement may only be used by the Receiving Party to supply water to the Receiving Party's customers for the uses typical of the Receiving Party's customers. Under no circumstances may the water provided under this Agreement be sold by the Receiving Party to a customer who is not an end user or retail water supplier.

7. Priority of Agreement. Should the City enter into an agreement with any third party after the Effective Date to sell or otherwise supply water for use outside of the incorporated limits of the City, the rights of said third party under that agreement shall be junior and inferior to the rights of the District or City under this Agreement.

8. Term of Agreement. Except as otherwise provided in this Agreement, the term of this Agreement shall expire on December 31, 2035. However, the Parties may amend or terminate this Agreement at any time upon their mutual written consent. Notwithstanding anything in this Agreement to the contrary, each Party shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the other Party if: 1) the other Party breaches any material provision of the Agreement and fails to cure the same within thirty (30) days of written notice of the breach, or 2) if, due to circumstances beyond the breaching Party's control, the cure cannot be reasonably effectuated within the said thirty (30) days, the breaching Party fails to cure the same within a reasonable period working with due diligence.

Upon termination of this Agreement, the amounts due shall be tabulated and invoiced as soon as is practicable, due and payable within thirty (30) days of receipt of the invoice. The terms in Section 5 and this Section 8 of this Agreement shall survive termination of this Agreement.

9. No Third-Party Beneficiaries/No Joint Venture/No Assignment. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties. This Agreement shall not constitute the creation of an interlocal entity, a joint venture, or a joint undertaking between the City and the District. This Agreement may not be assigned to any third party without the prior written consent of the non-assigning Party.

10. Notices. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when personally delivered or sent by certified or registered United States Mail to the respective addresses of the City and the District as set forth below:

If to the City: Tremonton City
102 S. Tremont Street
Tremonton, UT 84337

If to the District: Bear River Water Conservancy District
102 West Forest Street
Brigham City, UT 84302

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]

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: _____
General Manager

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

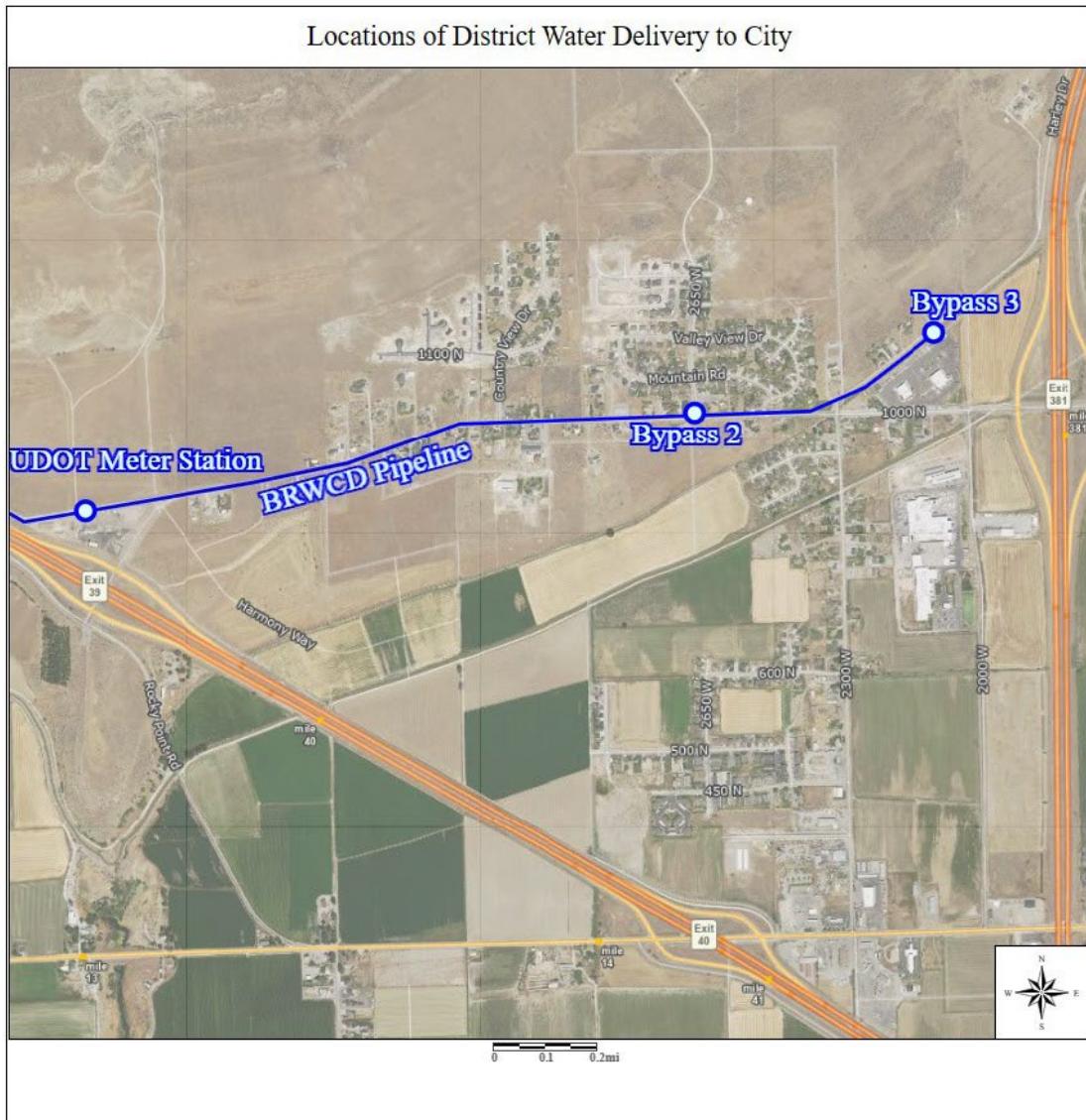


EXHIBIT B

Location of City Water Delivery to District



ORDINANCE NO. 24-04

AN ORDINANCE AMENDING PROVISIONS FROM TITLE 3: CITY GOVERNMENT, PART 3-1024 CREATION OF POSITION OF CITY MANAGER – APPOINTMENT AND QUALIFICATIONS OF MANAGER OF THE REVISED ORDINANCES OF TREMONTON CITY CORPORATION MODIFYING THE RESIDENCY REQUIREMENT OF THE MANAGER

WHEREAS, the Tremonton City Council has adopted the Revised Ordinances of Tremonton City Corporation; and

WHEREAS, it is considered in the best interest of the City from time to time to clarify, update, amend, and modify certain provisions contained within the Revised Ordinances of Tremonton City Corporation; and

WHEREAS, the City Council has determined it necessary to amend Title 3: City Government, Part 3-1024 Creation of Position of City Manager – Appointment and Qualifications of Manager.

NOW, THEREFORE BE IT ORDAINED, the City Council of Tremonton, Utah hereby adopts, passes, and publishes Ordinance No. 24-04 amending provisions from Title 3 City Government, Part 3-1024 Creation of Position of City Manager – Appointment and Qualifications of Manager of the Revised Ordinances of Tremonton City Corporation modifying the residency requirement of the Manager as attached in Exhibit "A."

PASSED AND ADOPTED this 6th day of February 2024. Ordinance to become effective upon adoption.

TREMONTON CITY, a Utah Municipal
Corporation

Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

Publication or Posting Date: _____

Exhibit “A”

3-1024. Creation of Position of City Manager – Appointment and Qualifications of Manager.

- (1) There is hereby created the Position of City Manager of Tremonton, Utah.
- (2) The Mayor of Tremonton City Corporation, by and with the consent and confirmation of the City Council, shall appoint a person to act as City Manager. He or she shall be chosen solely upon the basis of administrative qualifications and need not be a resident of the City of Tremonton or of the State of Utah when appointed. The City Manager shall reside within Tremonton City limits or relocate to live within Tremonton City after assuming the position within a reasonable period of time set by the Mayor as part of the final job offer. The term of employment shall be set by the City Council at the time of appointment, and the contract of employment may contain provisions and methods by which the contract is terminated and by which it is renewed. He or she may be removed with or without cause by a majority vote of the City Council on thirty (30) days notice. (Ord. No. 09-2424-04 passed 4002/6/200924)

STATE OF UTAH)

: ss.

County of Box Elder)

I, LINSEY NESSEN, the City Recorder of Tremonton, Utah, do hereby certify that the above and foregoing is a full and correct copy of Ordinance No. 24-04, entitled "**AN ORDINANCE AMENDING PROVISIONS FROM TITLE 3: CITY GOVERNMENT, PART 3-1024 CREATION OF POSITION OF CITY MANAGER – APPOINTMENT AND QUALIFICATIONS OF MANAGER OF THE REVISED ORDINANCES OF TREMONTON CITY CORPORATION MODIFYING THE RESIDENCY REQUIREMENT OF THE MANAGER**" adopted and passed by the City Council of Tremonton, Utah, at a regular meeting thereof on the 6th day of February 2024, which appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2024.

Linsey Nessen
City Recorder

RESOLUTION NO. 24-17

A RESOLUTION OF TREMONTON CITY CORPORATION FORMALIZING THE COMPLETION OF IMPACT FEE REIMBURSEMENT TO SIERRA HOMES CONSTRUCTION, INC. & HERITAGE LAND HOLDINGS, LLC FOR THE DEDICATION OF 3.1 ACRES OF REAL PROPERTY AND 3.1 WATER SHARES FOR A REGIONAL STORM DRAIN BASIN FOR THE HARVEST ACRES/VILLAGES DEVELOPMENT BY RECORDING A NOTICE OF COMPLETION AND RELEASE

WHEREAS, on October 6, 2020, the Tremonton City Council adopted Resolution No. 20-39 approving a Pre-Annexation Agreement with Sierra Homes Construction, Inc. and Heritage Land Holdings, LLC (hereafter collectively referred to as “Owner/Developer”) for property described and depicted in Exhibit “A” and Exhibit “B (hereafter referred to as “Property” or “Development”); and

WHEREAS, this Pre-Annexation Agreement included a term wherein the Owner/Developer would dedicate to Tremonton City (the “City”) 3.1 acres of real property and 3.1 shares in the Bear River Canal Company for the development of a regional stormwater basin; and

WHEREAS, the aforementioned regional stormwater basin identified as Project 27 in the City’s Master Storm Drain Plan, adopted by Ordinance No. 14-01 as shown in Exhibit “C”; and

WHEREAS, Section 4.3 of the City’s Master Storm Drain Plan advocates including stormwater basins as park space; and

WHEREAS, as further described in Resolution No. 20-39, the City granted the Owner/Developer’s requested zoning of RM-16 for the Property, in exchange for the Owner/Developer dedicating to the City, land for a public park consisting of 2.4 acres of real property, which is contiguous to the 3.1 acres that the City is acquiring for a Regional Stormwater Drain Basin. Additionally, Owner/Developer, in exchange for receiving the requested zoning, transferred to the City 2.4 water shares in the Bear River Canal Company and approximately 1.69 acres for the continuation of the Central Trail, all without any consideration of impact fee reimbursement; and

WHEREAS, in total, the Owner/Developer conveyed the City 7.19 acres (3.1 acres for the Regional Stormwater Drain Basin and 2.4 for park space) and 5.5 water shares in the Bear River Canal Company to the City and 1.69 acres of real property for the Central Trail as shown in Exhibit “D;” and

WHEREAS, the Owner/Developer’s dedication of real property and water shares provided park space in a location of the City that satisfied the City’s desired park spacing of $\frac{1}{2}$ mile service area as shown in Exhibit “E” and connectivity to this park space through a trail system; and

WHEREAS, within the Pre-Annexation Agreement, the Owner/Developer also agreed to construct a pedestrian crossing over the Central Canal to adjoin the west and east sides of the Development, allowing for internal pedestrian access within the neighborhoods and access to the public park and Central Trail; and

WHEREAS, with all the aforementioned dedications and improvements outlined in Resolution No. 20-39, the City is required to reimburse the Owner/Developer \$20,000 per acre for 3.1 acres and \$5,000 per water share for 3.1 shares, for a total of \$77,500 associated with the Regional Stormwater Basin, because this storm drain basin was included within the City's Ordinance No. 14-01 and Ordinance No. 14-02, as a System Improvement for which impact fees are accessed and collected; and

WHEREAS, in accordance with Utah Code 11-36a-102, "System Improvements" means future public facilities identified in the impact fee analysis under Section 11-36a-304 that are intended to provide services to service areas within the community at large; and

WHEREAS, Utah Code 11-36a-402 requires that cities provide, within their impact fee enactment, a provision that allows a developer to receive a credit against, or proportionate reimbursement of, an impact fee if the developer dedicates land for a System Improvement; and

WHEREAS, Section 4.7 of the City's Impact Fee Ordinance (Ordinance No. 14-02), as amended, allows for a developer to receive reimbursement for the dedication of land for a System Improvement by the City Council; and

WHEREAS, the Owner/Developer's dedication of 3.1 water shares and 3.1 acres of real property for the Regional Stormwater Basin is a System Improvement, and the Owner/Developer would be eligible for Impact Fee reimbursement from the Stormwater Impact Fee; and

WHEREAS, the City's obligation to reimburse the Owner/Developer was to remit payment of the stormwater impact fee received from the Development described in Exhibit "A" within thirty (30) days from receipt of stormwater impact fees, until the total reimbursement amount for the 3.1 acres of real property and 3.1 water shares in the Bear River Canal Company is reimbursed in full to the Owner/Developer; and

WHEREAS, the City has completed the reimbursement of the \$77,500 to the Owner/Developer as documented in Exhibit "F"; and

WHEREAS, Resolution No. 20-39, which outlined the City's obligation to reimburse the Owner/Developer for the dedication of 3.1 acres of real property and 3.1 shares in the Bear River Canal Company, was recorded within the Box Elder County Recorder's Office; and

WHEREAS, the City desires to formalize the completion of its obligation to the Owner/Developer by also recording a Notice of Completion and Release within the Box Elder County Recorder's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Tremonton City Council that Resolution No. 24-17 formalizing the completion of impact fee reimbursement to Sierra Homes Construction, Inc. & Heritage Land Holdings, LLC for the dedication of 3.1 acres of real property and 3.1 shares in the Bear River Canal Company for a Regional Storm Drain Basin for the Harvest Acres/Village Development which is more fully detailed in the Pre-Annexation Agreement approved by Resolution No. 20-39 by recording a Notice of Completion and Release within the Box Elder County Recorder's Office as contained in Exhibit "G."

Adopted and passed by the governing body of Tremonton City Corporation this 6th day of February 2024.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

Exhibit "A"- Legally described "Property" or "Development"

Part of the the Northeast Quarter of Section 15, Township 11 North, Range 3 West of the Salt Lake Base and Meridian described as follows:

Commencing at the Northeast Corner of Section 15, Township 11 North, Range 3 West of the Salt Lake Base and Meridian monumented with a Rail Road Spike, thence S87°25'45"W 740.25 feet along the north line of the Northeast Quarter of said Section 15, thence S04°19'10"E 173.09 feet to the POINT OF BEGINNING and running

thence S 04° 19'10" E 727.01 feet;
thence N 85° 40'50" E 66.00 feet;
thence S 04° 20'07" E 905.27 feet to a right of way monument at station 37+00 33' left;
thence S 10° 08'49" E 301.68 feet;
thence S 04° 06'22" E 265.12 feet;
thence along the right of way line of Interstate 15 the next five courses:
1) thence N 57° 00'22" W 39.23 feet;
2) thence N 64° 33'03" W 76.16 feet;
3) thence N 57°00'22" W 1,692.20 feet;
4) thence N 51° 30'30" W 104.38 feet to a right of way monument at station 2515+00 150' right;
5) thence N 57° 00'22" W 605.38 feet;
thence N 03° 36'11" E 875.16 feet;
thence N 87° 25'45" E 365.07 feet;
thence S 02° 34'15" E 143.50 feet;
thence N 87° 25'45" E 310.00 feet;
thence N 02° 34'15" W 143.50 feet;
thence N 87° 25'45" E 609.28 feet; (601 feet, By Record);
thence S 02° 34'15" E 140.01 feet;
thence N 87° 25'45" E 505.46 feet to the point of beginning, containing 67.57 acres, more or less.

Exhibit "B"- Depiction of described "Property" or "Development"

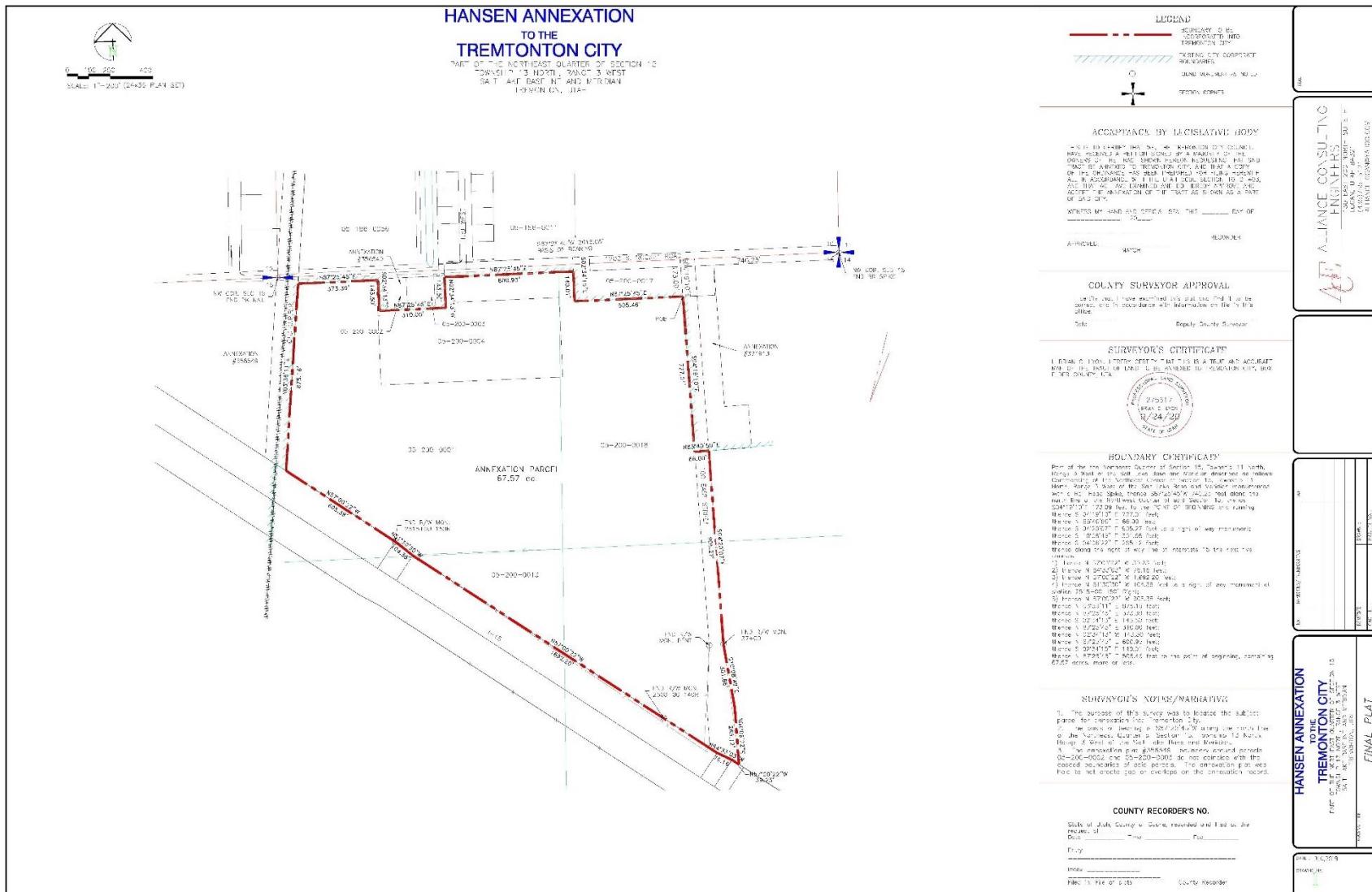
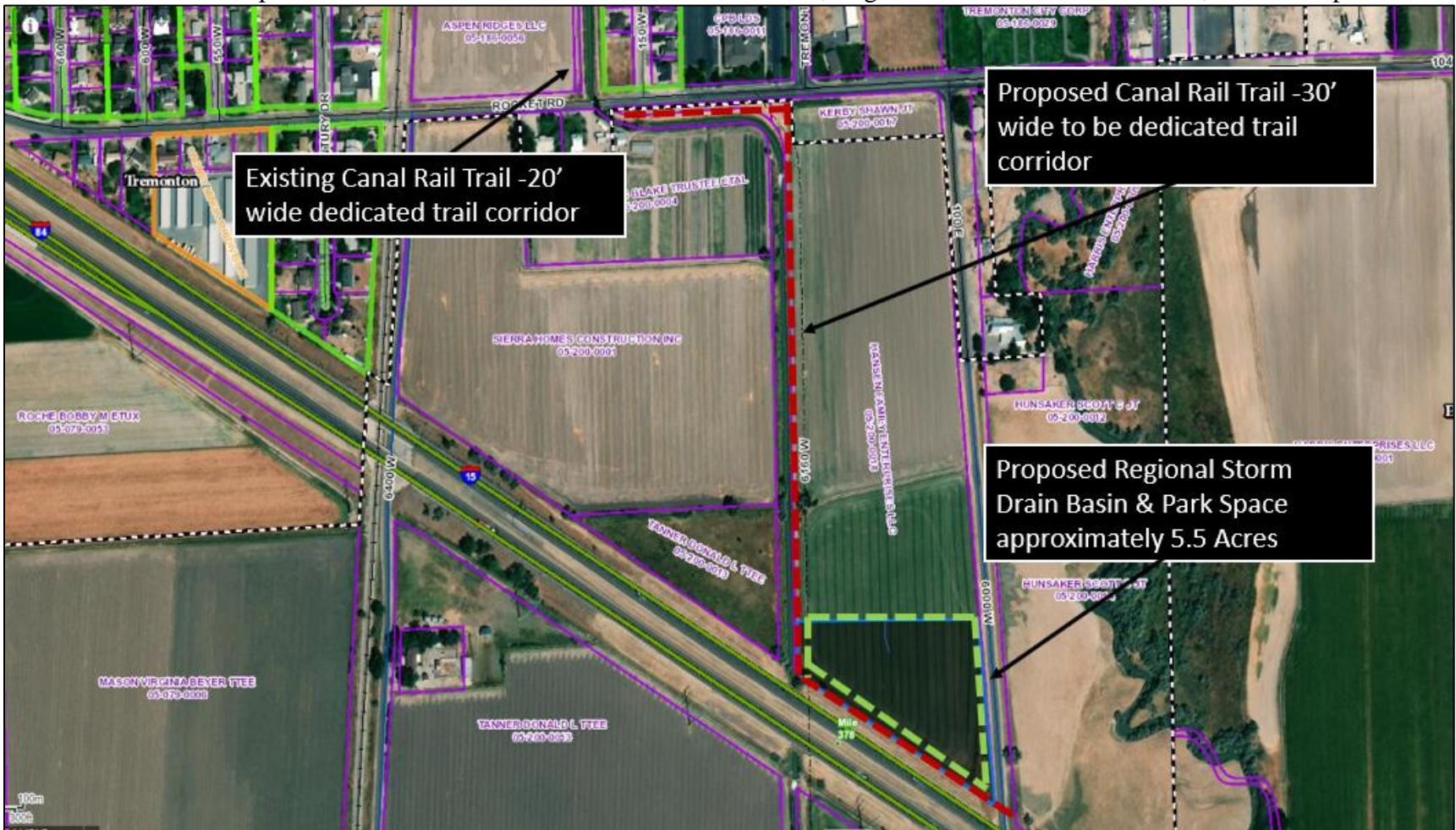


Exhibit "C" -Figure 4.4.2 from the Stormwater Master Plan



Exhibit "D"- Proposed Continuation of the Canal Rail Trail Corridor, Regional Stormwater Drain Basin, and Park Space



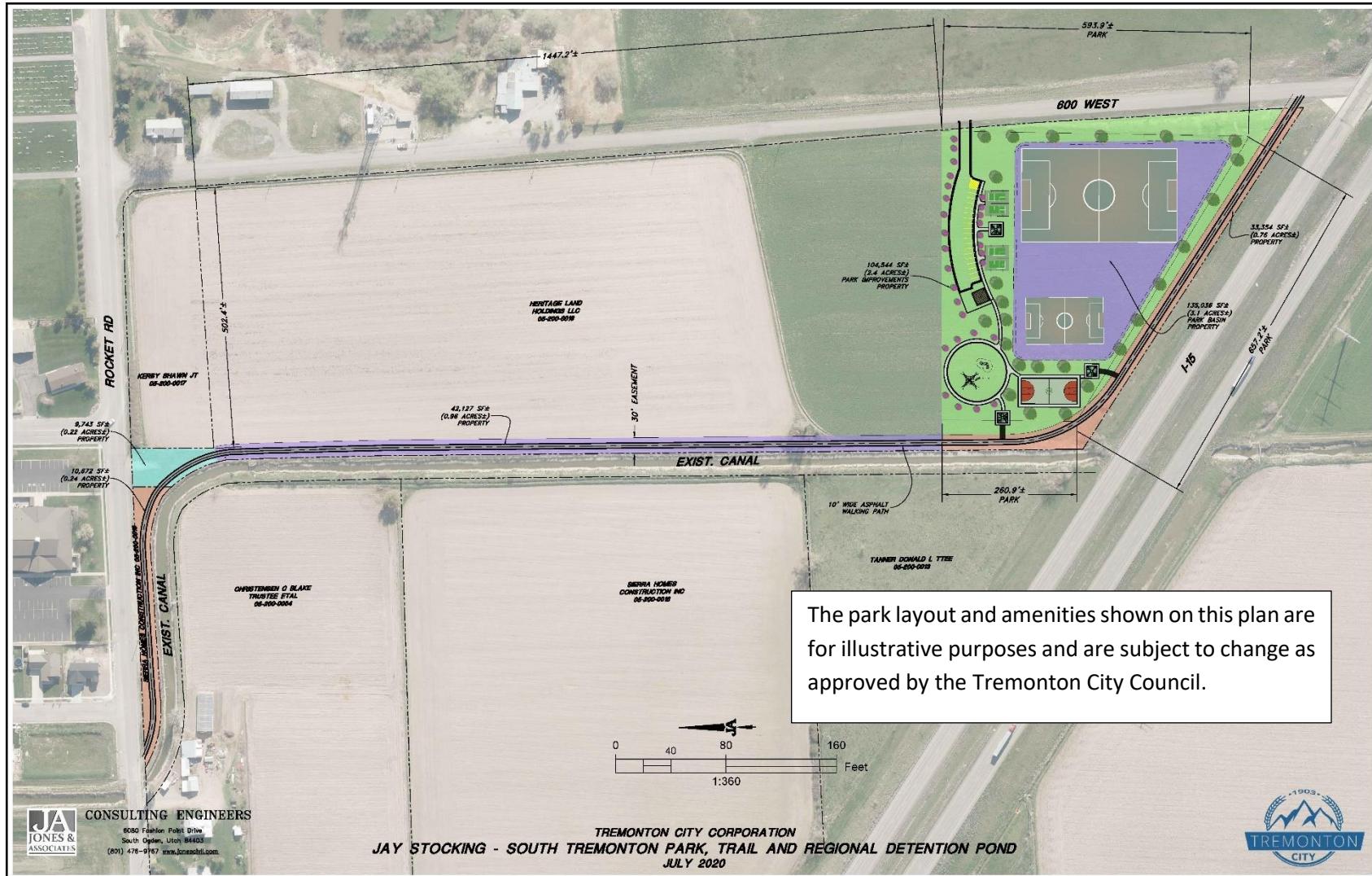


Exhibit "E" - Tremonton City Park Proximity Analysis

Tremonton City Park Proximity Analysis

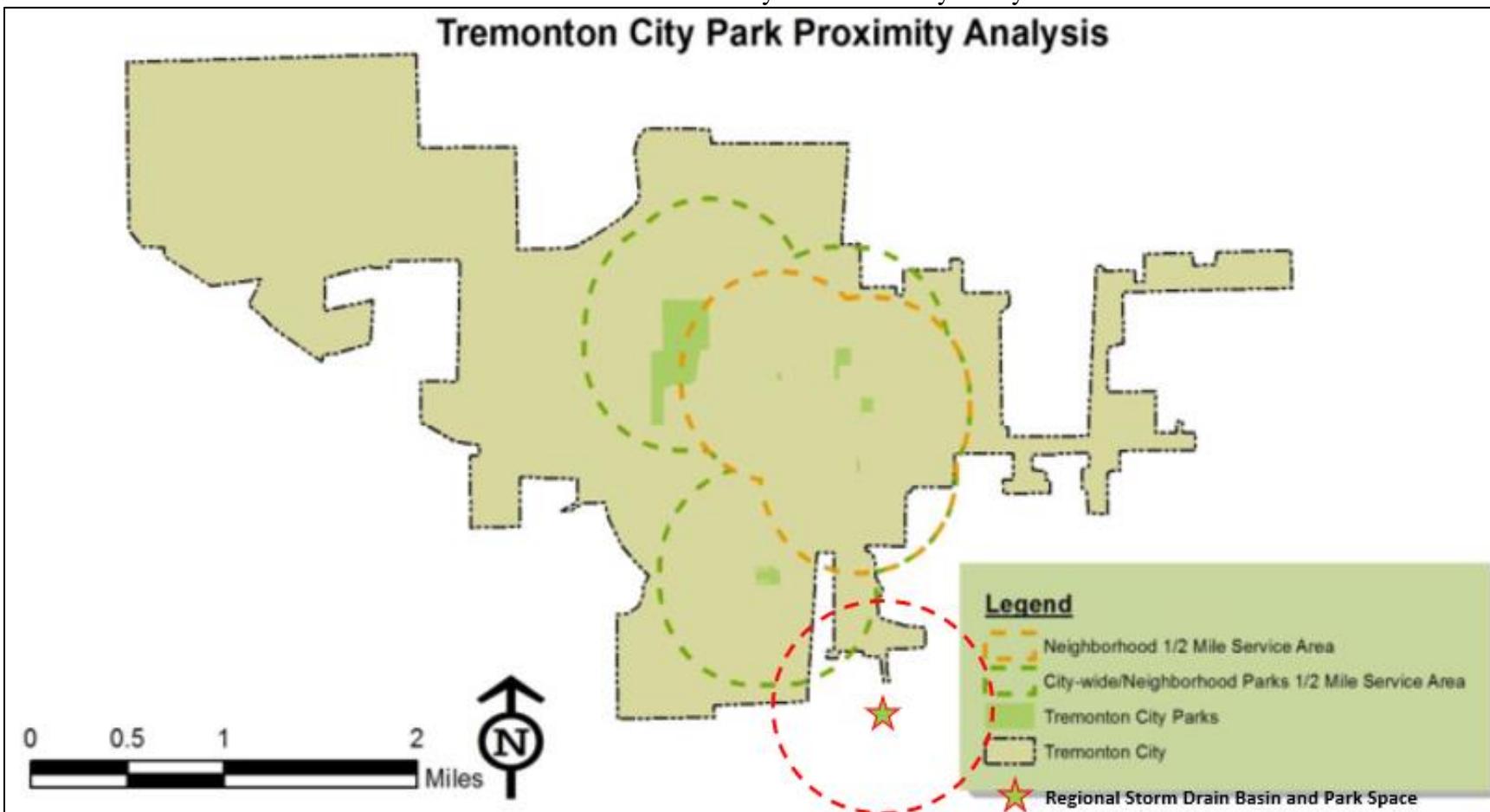


Exhibit “F”

Tremonton City Harvest - Storm Drain Basin and Water Shares Contract to Purchase Land						
55-24-100 - \$3,570.54 each individual unit/multi-units are based on acreage						
Date	Permit No.	Address	Amount	Date Paid	Total Paid	Check #
1/26/2022	TRE211116240	1265 S 300 W.	\$1,499.00			
1/26/2022	TRE211210259	1275 S 300 W	\$1,499.00			
2/18/2022	TRE220218024	274 West 1250 South	\$1,499.00			
4/12/2022	TRE220413067	236 West 1250 South	\$3,570.54			
4/13/2022	TRE220415069	227 West 1200 South	\$3,570.54			
4/29/2022	TRE220502083	1251 South 240 West	\$3,570.54			
6/1/2022	TRE220603125	1267 South 240 West	\$3,570.54	10/12/2022	\$15,781.16	139302
5/8/2023	TRE23-013	249 West 1200 South	\$3,570.54			
5/8/2023	TRE23-014	1262 South 240 West	\$3,570.54	8/25/2023	\$7,141.08	141474
5/15/2023	TRE23-017	256 West 1250 South	\$3,570.54			
10/6/2023	TRE23-076	1315 South 110 West	\$3,570.54			
10/10/2023	TRE23-077	116 West 1300 South	\$3,570.54			
10/10/2023	TRE23-078	178 West 1300 South	\$3,570.54			
10/19/2023	TRE23-080	126 West 1300 South	\$3,570.54			
11/6/2023	TRE23-089	273 West 1200 South	\$3,570.54			
11/7/2023	TRE23-091	265 West 1300 South	\$3,570.54			
11/7/2023	TRE23-090	231 West 1300 South	\$3,570.54			
12/7/2023	TRE23-102	1225 South 38 E, 32 E, 26 E, 20 E, 14 E, 8 E	\$23,015.44	1/5/2024	\$51,579.76	142507
		Total payments on contract	\$77,500.00			
		Balance remaining on contract	\$0.00			

P:>8. Shawn W>Developer contract - balance calculation - Strom Drain and Park Space

VENDOR: 14985 HERITAGE LAND HOLDINGS, LLC ✓

1/28/2022 137439 **137439**

TREMONTON CITY CORPORATION			AMOUNT	GL ACCOUNT #
DATE	INVOICE #	DESCRIPTION		
1/26/2022	3191 ✓	IMPACT FEE REIMBURSEMENT	2,998.00 ✓	55-39-755 ✓

Total Amount: \$2,998.00

VENDOR: 11650 SIERRA HOMES ✓

10/12/2022 139302 **139302**

TREMONTON CITY CORPORATION			AMOUNT	GL ACCOUNT #
DATE	INVOICE #	DESCRIPTION		
10/05/2022	6923 ✓	IMPACT FEE REIMBURSEMENT	15,781.16 ✓	55-24100 ✓

Total Amount: \$15,781.16

141474

TREMONTON CITY CORPORATION

141474

Seven Thousand One Hundred Forty-one and 08/100 Dollars

SIERRA HOMES
470 NORTH 2450 WEST
TREMONTON UT 84337

8/25/2023

\$**7,141.08**



NON-NEGOTIABLE NON-NEGOTIABLE
NON-NEGOTIABLE NON-NEGOTIABLE

Vendor: 11650 SIERRA HOMES

01/05/2024 142,507 142507

TREMONTON CITY CORPORATION	DATE	INVOICE #	DESCRIPTION	AMOUNT	GL ACCOUNT #
	12/07/2023	11822	IMPACT FEE REIMBURSEMENTS 5/15/23 - 12/7/23	51,579.76	55-24100

Total Amount: \$51,579.76

Exhibit “G”

**After recording, please return to:
TREMONTON CITY
102 SOUTH TREMONT STREET
TREMONTON, UTAH 84337**

NOTICE OF COMPLETION AND RELEASE FOR THE COMPLETION OF IMPACT FEE
REIMBURSEMENT TO SIERRA HOMES CONSTRUCTION, INC. & HERITAGE LAND
HOLDINGS, LLC FOR THE DEDICATION OF 3.1 ACRES OF REAL PROPERTY AND 3.1
WATER SHARES FOR A REGIONAL STORM DRAIN BASIN FOR THE HARVEST
ACRES/VILLAGES DEVELOPMENT AS FURTHER DESCRIBED IN RESOLUTION NO. 20-39

I, Jay Stocking, identified as Owner/Developer in "THE SIERRA HOMES CONSTRUCTION, INC & HERITAGE LAND HOLDINGS, LLC PRE-ANNEXATION AGREEMENT FOR PARCEL NUMBERS 05-200-0001 COMPRISING 24.38 ACRES AND A PORTION OF PARCEL NUMBER 05-200-0018 COMPRISING APPROXIMATELY 26.2 ACRES LOCATED SOUTH OF 1200 SOUTH (ROCKET ROAD), NORTH OF INTERSTATE 15 BETWEEN 100 EAST AND 300 WEST" (hereafter "Agreement") with Tremonton City hereby acknowledge the full payment of \$77,500, associated with the Owner/Developer's dedication of 3.1 water shares within the Bear River Canal Company and 3.1 acres of real property for the Regional Stormwater Basin within the Hansen Annexation (now known as the Harvest Village/Harvest Acres Development) and further, acknowledge that all the conditions contained in the Agreement related to the reimbursement real property and water shares for the Regional Stormwater Basin of have been completed and release Tremonton City of all claims and demands contained in the Agreement, and acknowledge that Tremonton City owns the parcel attached in Exhibit "1" free and clear of any encumbrance from myself.

WITNESS, the hand, this ____ day of _____, 2024.

By: _____
Jay Stocking, President for Sierra Homes Construction Inc.

Owner/Developer Acknowledgment

State of Utah)
County of Box Elder)
§

On this _____ day of _____, in the year 2024, before me _____
a notary public, personally appeared Jay Stocking, and proved on the basis of satisfactory evidence to
be the person(s) whose name(s) subscribed to this instrument, and acknowledge executing the same.

Notary Public

By: _____
Jay Stocking, Manager for Heritage Land Holdings, LLC

Owner/Developer Acknowledgment

State of Utah)
§
County of Box Elder)

On this ____ day of _____, in the year 2024, before me _____
a notary public, personally appeared Jay Stocking, and proved on the basis of satisfactory evidence to
be the person(s) whose name(s) subscribed to this instrument, and acknowledge executing the same.

Notary Public

EXHIBIT “1”

Acres 7.19
Parcel Number 05-200-0025

OwnerName TREMONTON CITY CORPORATION

Legal NE/4 & NE/4 OF SE/4 OF SEC 15, T 11N, R 03W, SLBM: LYING WEST OF COUNTY ROAD & EAST OF BEAR RIVER CANAL R/W (REMAINDER DESCRIPTION).

LESS: [05-200-0017] TRACT DEEDED TO SHAWN KERBY JT (ENT# 405676). THAT PART OF THE FOLLOWING DESCRIPTION LYING INSIDE TREMONTON CITY LIMITS: NE/4 & NE/4 OF SE/4 OF SEC 15, T 11N, R 03W, SLBM: LYING WEST OF COUNTY ROAD & EAST OF BEAR RIVER CANAL R/W.

LESS: [05-200-0020, 0021] THAT PART OF THE FOLLOWING DESCRIPTION LYING SOUTH OF THE INTERSTATE 15: NE/4 & NE/4 OF SE/4 OF SEC 15, T 11N, R 03W, SLBM: LYING WEST OF COUNTY ROAD & EAST OF BEAR RIVER CANAL R/W.

RESOLUTION NO. 24-18

A RESOLUTION OF TREMONTON CITY CORPORATION RATIFYING AN INTERAGENCY AGREEMENT WITH THE DEPARTMENT OF WORKFORCE SERVICES FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$200,000 FOR A GROUNDWATER RECHARGE SYSTEM

WHEREAS, Tremonton City desires to improve its water resources available to provide culinary water to its population; and

WHEREAS, Tremonton City has implemented both conservation measures and constructed a pressurized secondary water system using canal water as the water source; and

WHEREAS, these measures have successfully extended the city's culinary water supply, especially during July and August, the peak months of culinary water use; and

WHEREAS, a promising and cost-effective approach to increasing the city's culinary water supply is developing an Aquifer Storage and Recovery (ASR) project; and

WHEREAS, an ASR project injects an aquifer with culinary water during low-demand times, winter months to extract water during higher demands months of June through September; and

WHEREAS, the ASR process replenishes the aquifer and builds up a recharge mound by utilizing the confining geologic layers within the well zone to contain the injected water; and

WHEREAS, Tremonton City owns Fish Springs, which during the months of October through April, when the culinary water demand is low, the water is not being used and flows into the Bear River; and

WHEREAS, the City would like to construct an ASR project that injects this spring water into the city's Cedar Ridge Well; and

WHEREAS, John Files, a groundwater geologist, indicated that the ground strata and structure in the Cedar Ridge Aquifer are favorable for an ASR project where the City's Cedar Ridge Well is located; and

WHEREAS, the scope of work to construct an ASR project using Fish Springs and the water source and the Cedar Ridge Well as the aquifer storage and recovery is as follows:

- Acquire necessary permits from the Utah Division of Water Rights to recharge the Cedar Ridge Aquifer. The aquifer is located on the Deweyville mountain foothills at approximately 12100 North and 3630 West.
- Construct a submersible pump station at the East Bench 2 million gallon reservoir currently owned by the city.

- Construct 250 feet of 12-inch pump line from the East Bench 2 million gallon reservoir to the East Spring atmospheric box connection.
- Retrofit piping at Cedar Ridge well to accommodate the injection of water from the city's springs during low-demand periods (October to April) and extract water during high demand (June - September).

WHEREAS, to reduce the cost of constructing an ASR project Mayor Lyle Holmgren organized an effort to submit an application for a Community Development Block Grant (CDBG); and

WHEREAS, Tremonton City's application was successful in the CDBG regional rating and ranking process, and Aquifer Storage and Recovery (ASR) for the Cedar Ridge Well was awarded a total of \$200,000; and

WHEREAS, on May 2, 2023, Tremonton City facilitated a public hearing on the Community Development Block Grant (CDBG) Second Public Hearing to allow all citizens to provide input concerning the project that was awarded under the 2023 Community Development Block Grant Program; and

WHEREAS, the FY 2024 budget the \$200,000 in revenue from the CDBG (see 51-36-501 Grants (CDBG)) and the estimated expense of \$468,000 (see 51-70-750 Water Construction); and

WHEREAS, the Department of Workforce Services sent the City Manager and Mayor an Interagency Agreement formalizing the Community Development Block Grant for the Aquifer Storage Recovery (ASR) which was electronically signed by these aforementioned City Officials.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the interagency agreement with the Department of Workforce Services for a Community Development Block Grant (CDBG) in the amount of \$200,000 for a Ground Water Recharge System is hereby ratified as contained in Exhibit "B."

PASSED AND ADOPTED by the Tremonton City Council on the 5th day of December 2023. To become effective upon passage.

TREMONTON CITY CORPORATION
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A"

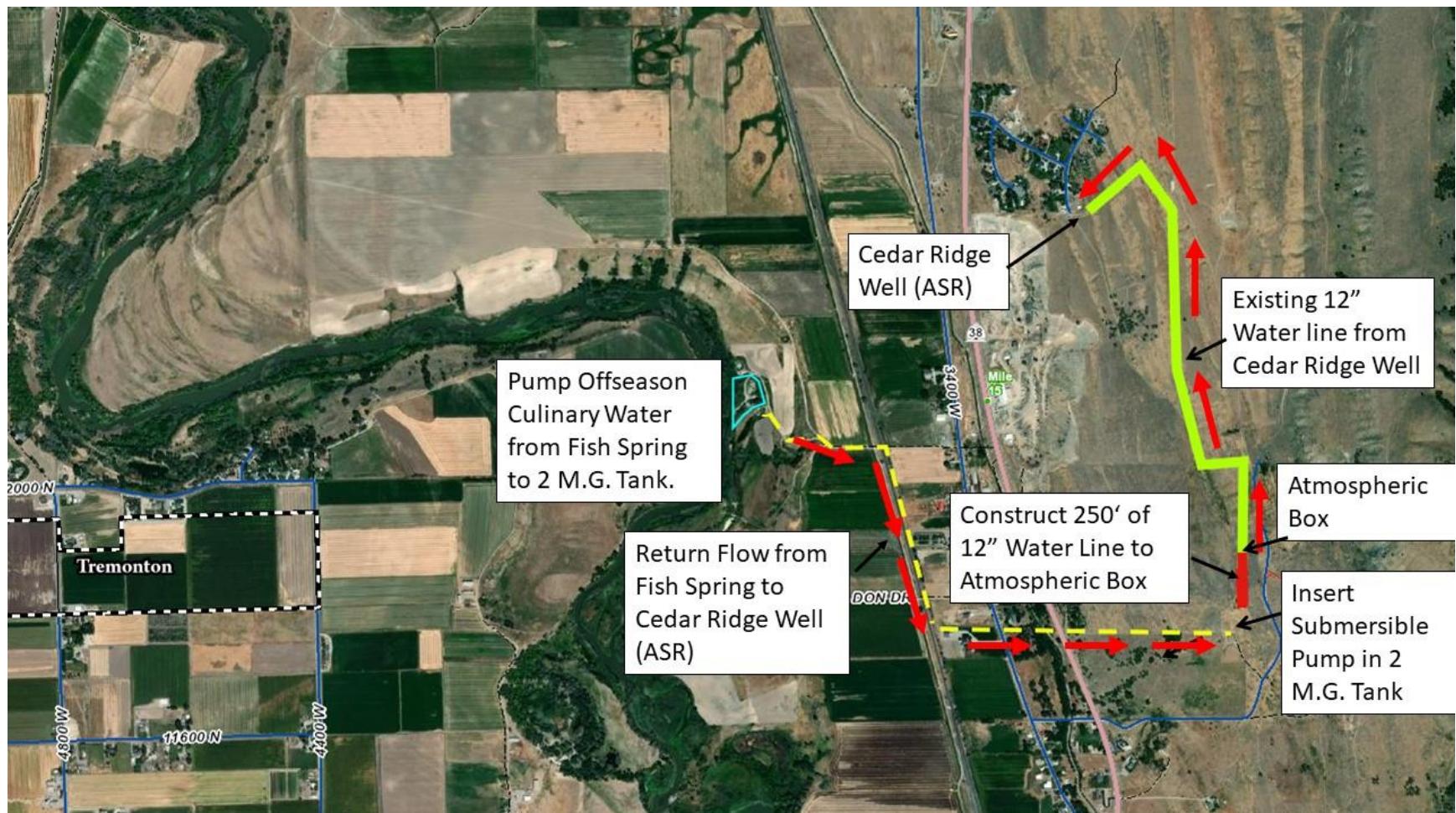


EXHIBIT “B”



INTERAGENCY AGREEMENT

Community Development Block Grant

Ground Water Recharge System

This Interagency Agreement is entered into by and between the **Utah Department of Workforce Services**, 140 East 300 South, Salt Lake City, UT 84111, hereinafter referred to as the **Department** or **DWS**, and the following, hereinafter referred to as Grantee or Contractor.

Organization: **Tremonton City**

Address: **102 South Tremont Street**

City, State Zip: **Tremonton, UT 84337**

Vendor Number:	20325G	Commodity Code:	99999	UEI#:	VCMHLKAT61H3
Contractor Type:	Government	Subrecipient/Contractor: Subrecipient			

Funding Source: Community Development Block Grant (CDBG), CFDA #14.228

PURPOSE

Tremonton City has been awarded funding for Deweyville Mountain Aquifer Recharge System.

PERIOD OF PERFORMANCE

This Agreement shall be effective **July 1, 2023** through **December 31, 2024**. This Agreement shall remain in effect unless terminated sooner in accordance with the terms and conditions herein.

CONTRACT COSTS

Grantee shall be paid up to a maximum of **\$200,000.00** for costs authorized under this Interagency Agreement. All expenditures and activities must be in accordance with all Attachments herein and must occur within the grant period. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

STATE FISCAL YEAR BILLING DEADLINE

DWS must receive billing for services for the month of June no later than **July 15th**, due to the DWS fiscal year end. Billings **submitted after this date may be denied**.

ATTACHMENTS

Attachment A: State of Utah Standard Terms and Conditions for Services

Attachment B: DWS Interagency Supplemental Terms and Conditions

Attachment C: Scope of Work

Attachment D: Budget

Attachment E: Federal Subaward Funding and Reporting Requirements

RATIFICATION

It is understood and agreed that the effective date of this Agreement is the date of commencement of services as provided in the Period of Performance paragraph above, and that any and all appropriate costs within budget incurred by the Grantee between said effective date and the date on which this Agreement is fully executed are hereby approved and ratified for payment.

CONTACTS

DWS

Sarah Moore
Program Specialist
140 East 300 South
Salt Lake City, UT 84111
801-834-4609
smmoore@utah.gov

GRANTEE

Shawn Warnke
City Manager
102 South Tremont Street
Tremonton, UT 84337
435-257-9504
swarnke@tremontoncity.org

SIGNATURE AND ACKNOWLEDGEMENT

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

ATTEST: TREMONTON CITY


Lyle Holmgren [Nov 20, 2023 10:16 AM ET]

11/20/2023

Signature

Date

Lyle Holmgren

Mayor

Print Name and Title

ATTEST: UTAH DEPARTMENT OF WORKFORCE SERVICES


Robert McDonald [Nov 22, 2023 10:03 AM ET]

11/22/2023

Casey Cameron, Executive Director

Date

RECEIVED AND PROCESSED
BY DIVISION OF FINANCE

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

- 1. DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
- 2. GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
- 4. RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
- 5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": INTENTIONALLY DELETED**
- 6. CONFLICT OF INTEREST: INTENTIONALLY DELETED**
- 7. INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
- 8. INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent

with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE: INTENTIONALLY DELETED**
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED**
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that

the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.
If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.

34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.

35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED

39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.

41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.

43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B
DEPARTMENT OF WORKFORCE SERVICES
INTERAGENCY SUPPLEMENTAL TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:**
 - a. CONTRACTOR certifies, through the execution of the Contract, that none of its owners, directors, officers, or employees are employees of DWS. CONTRACTOR will not hire or subcontract with any person having such conflicting interest(s).
 - b. CONTRACTOR will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
 - c. CONTRACTOR certifies, through the execution of the Contract that none of its owners, directors, officers, or employees working under this Contract, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
 - d. CONTRACTOR shall not use Contract funds to make any payments to an organization which has in common with CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.
2. **CITING WORKFORCE SERVICES IN PROGRAM PROMOTION:** CONTRACTOR agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve the advertising and publicity.
3. **IMPOSITION OF FEES:** CONTRACTOR will not impose any fees upon clients provided services under this Contract except as authorized by DWS. The State of Utah and DWS will not allow CONTRACTOR to charge end users electronic payment fees of any kind.
4. **HUMAN-SUBJECTS RESEARCH:** CONTRACTOR shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.
5. **CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS**
 - a. **Assignment:** Notwithstanding DWS's right to assign the rights or duties hereunder, this Contract may not be assigned by CONTRACTOR without the written consent of DWS. Any assignment by CONTRACTOR without DWS's written consent shall be wholly void.
 - b. If CONTRACTOR enters into subcontracts the following provisions apply:
 - i. **Duties of Subcontractor:** Regardless of whether a particular provision in this Contract mentions subcontractor, a subcontractor must comply with all provisions of this Contract including, insurance requirements and the fiscal and program requirements. CONTRACTOR retains full responsibility for the Contract compliance whether the services are provided directly or by a subcontractor.
 - ii. **Provisions Required in Subcontracts:** If CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).

6. MONITORING:

- a. DWS shall have the right to monitor CONTRACTOR'S performance under this Agreement. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DWS which will include but is not limited to CONTRACTOR'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that CONTRACTOR is in default (not in compliance with the Agreement), CONTRACTOR may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between CONTRACTOR and DWS.
- c. CONTRACTOR understands that DWS may conduct customer-satisfaction surveys. CONTRACTOR agrees to cooperate with all DWS-initiated customer feedback.
- d. **EVALUATIONS:** DWS may conduct reviews, including but not limited to:
 - i. **PERFORMANCE EVALUATION:** A performance evaluation of Grantee's and Subcontractors' work.
 - ii. **REVIEW:** DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.

7. CODE OF CONDUCT (attached if applicable): CONTRACTOR agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.

8. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:

- a. At all times during this Contract, CONTRACTOR, and all services performed under this Contract, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
- b. CONTRACTOR is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders.
CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
- c. By accepting this Contract, the CONTRACTOR assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Contract:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

d. CONTRACTOR also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

- i. If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained CONTRACTOR will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
- ii. The CONTRACTOR shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.

9. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.

10. **ACCOUNTS AND PAYMENTS AT TERMINATION:** Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to CONTRACTOR for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Contract relieve the CONTRACTOR of any liability to DWS for any damages or claims arising under this Contract.

11. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

12. **WARRANTY:** Grantee warrants, represents, and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any

payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

13. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
14. **BILLINGS AND PAYMENTS:** Payments to CONTRACTOR will be made upon receipt of itemized billing for authorized service(s) supported by appropriate documentation. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billing for services for the month of June must be received no later than July 15th due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for goods or services furnished by CONTRACTOR which are not specifically authorized by this contract. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
15. **PAYMENT RATES (Does not apply to contracts with DWS set rates or fee-for-performance rates):** Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term unless rate change is specifically stated in the contractual terms.
16. **PAYMENT WITHHOLDING:** CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of DWS, CONTRACTOR'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
17. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** CONTRACTOR agrees that if during or subsequent to the CONTRACTOR'S CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Contract and adjust the payments. To be eligible for reimbursement, CONTRACTOR expenditures must be adequately documented. Upon written request, CONTRACTOR will immediately refund to DWS any overpayments, as determined by audit or DWS. CONTRACTOR further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other contracts with CONTRACTOR until recoupment of overpayment is made.
18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS'S right to terminate this Contract.
19. **FINANCIAL/COST ACCOUNTING SYSTEM:** CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in

the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.

20. DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:

- a. Federal cost principles determine allowable costs in DWS Contracts. CONTRACTOR may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. Compliance with Federal Cost Principles: For CONTRACTOR'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular CONTRACTOR depend upon CONTRACTOR'S legal status.

Table 1: Cost Principles

Subrecipient	Federal Cost Principles
State/Local/Indian Tribal Governments	
College or University	2 CFR 200 Subpart E
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

c. Compensation for Personal Services - Additional Cost Principles:

In addition to the cost principles in the federal circulars concerning compensation for personal services, the following cost principles also apply:

- i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
- ii. Employees who are compensated from one or more contracts or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
- iii. If total work time exceeds 40 hours and CONTRACTOR wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) A perpetual time record must be maintained and 2) Prior written approval must be obtained from DWS'S Finance- Contracting Division.
- iv. Compensation for Personal Expenses: DWS will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

- d. Third-Party Reimbursement and Program Income: CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than

“necessary and reasonable costs to perform the services” as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

21. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. CONTRACTOR with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.
22. **CHANGES IN BUDGET (cost reimbursement contracts only):** The budget attached hereto shall be the basis for payment. CONTRACTOR may not make any adjustment in budgeted funds from Category III, “Program Expenses” to either Category I, “Indirect Expenses” or Category II, “Direct Administrative Expenses” or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. CONTRACTOR may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
23. **WORKFORCE SERVICES JOB LISTING:** CONTRACTOR must post employment opportunities with DWS for the duration of the Contract.
24. **GRIEVANCE PROCEDURE:** CONTRACTOR agrees to establish a system whereby recipients of services provided under this Contract may present grievances about the operation of the program as it pertains to and affects said recipient. CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. CONTRACTOR will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, CONTRACTOR will notify DWS contract owner of the grievance and its disposition of the matter.
25. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** CONTRACTOR shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.
26. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this contract, for any purpose not directly connected with the administration of DWS’S or CONTRACTOR’S responsibilities with respect to this contract is prohibited except as required or allowed by law. CONTRACTOR shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. CONTRACTOR shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by CONTRACTOR or anyone for whom the CONTRACTOR is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

ATTACHMENT C
SCOPE OF WORK

Construction
Tremonton City

I. Purpose/Background

Tremonton City has been awarded funding for Deweyville Mountain Aquifer Recharge System. The Grantee's project shall meet the identified Community Development Block Grant (CDBG) National Objective, and meet other urgent community needs when existing conditions pose a serious and immediate threat to the health or welfare of the community. The purpose of the CDBG program is to assist in developing viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income (LMI).

II. Grantee Responsibilities

The Grantee will adhere to the solicitation documents provided in the CDBG 2023 application for the approved project. The Grantee must request prior written approval promptly from the awarding agency for any revisions to *Attachment D - Budget* or to this Scope of Work whenever the following applies:

- A. The revision results from changes to this Scope of Work or the objective of the project or program.
- B. The need arises for additional funds to complete the project.
- C. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable Office of Management and Budget (OMB) cost principles listed in 2 CFR 200, subpart E.

III. Outcomes/Deliverables

The Grantee will:

- A. Acquire necessary permits from the Utah Division of Water Rights to recharge the Cedar Ridge Aquifer. The aquifer is located on the Deweyville Mountain foothills at approximately 12100 North and 3630 West.
- B. Construct a submersible pump station at the East Bench 2-million-gallon reservoir currently owned by the city.
- C. Construct 250 feet of 12-inch pump line from the East Bench 2-million-gallon reservoir to the East Spring atmospheric box connection.
- D. Retrofit piping at Cedar Ridge well to accommodate the injection of water from the city's springs during low demand periods (October to April) and extract water during high demand (June - September).
- E. Engineer and design the project, including but not limited to field surveying, final design, bidding and construction support.
- F. Meet the requirement of HUD Matrix Code: 03J - Water/Sewer Improvements.

IV. Monitoring

- A. The Grantee shall permit the State the right of compliance reviews which may include but not limited to, desk reviews, site visits, technical assistance, and expenditure reviews.
- B. Criteria to be used in monitoring performance includes compliance with this Agreement and the Federal and State objectives established for the Small Cities CDBG program as specified in Title I of the Housing and Community Development Act of 1974 as amended and the Monitoring Checklist for Construction in Section I in the Utah Community Development Block Grant Grantee Handbook.

V. Services and Project Reporting Requirements

The Grantee shall provide the services specified in this Scope of Work and comply with Federal regulations pertaining to the Small Cities CDBG program. The Grantee shall submit a performance report upon request to the State in a format designed by the State.

VI. Budget

- A. Allocable expenditures shall be allowed within the budget line items as they pertain to the activities approved at the time of contracting. The activity for which payment is being made complies with the statutory and regulatory provisions in effect at the time the costs are paid for with CDBG funds, and that the project costs are reasonable. To the extent practicable, CDBG funds are not substituted for non-Federal financial support, and are distributed on a pro rata basis with other finances provided to the project.
 1. Compliance with mandatory duplication of benefits requirements by developing, implementing, and maintaining adequate procedures and to prevent any duplication of benefits for assisted activities.
 2. Claims for Reimbursement will be entered into the WebGrants 3 system only after the contract is executed and the agreement is in Underway status, following the steps provided in the CDBG Grantee Handbook, Financial Management section. Costs may not be incurred before the State provides appropriate review of, and Environmental clearance for, all activities related to the project, regardless if CDBG is paying for those activities. Claims are expected to be entered no less than quarterly while the project is active.
 3. If a new system for invoicing is utilized, DWS will notify the Grantee of the process for submitting claims for reimbursement.
- B. All costs incurred during the period of performance, but before the contract is executed, are the recipient's risk, and the State is not required to reimburse such costs if for any reason the recipient does not receive a State contract, or if the contract is less than anticipated and inadequate to cover such costs. For pre-award costs the Grantee must receive written approval from the State CDBG office, for specific types of costs. No costs shall be incurred for activities listed at 24 CFR 570.482(f)(4).
- C. Budget change requests to the State CDBG office should be made before over-expenditure of individual budget line items are incurred. Claims for reimbursement will be returned for corrections if the claim for reimbursement includes amounts over 10% of the budgeted line item. Changes in Budget line items require updated budget and written pre-approval from DWS. Inclusion of additional types of budget line items may not be made within the contracting period.
- D. The Grantees who have not expended contract funds 30 days prior to the end of the contract period may request a contract extension. An extension of the contract will require an amendment as referenced in *Attachment A – State of Utah Standard Terms and Conditions for Services*. Any amendment to extend the contract is at the discretion of DWS.

VII. Additional Requirements

A. Housing and Urban Development Act

The Grantee shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 75) and Minority and Women Owned Business Enterprises (Disadvantaged Business Enterprises Title 40, Part 33) to ensure that employment and other economic opportunities generated by the CDBG program, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low (80% AMI) to very low-income (30% AMI) persons, and Disadvantaged Business Enterprises.

B. Continuing Resolution

In the event that funding for this program is provided through Federal Continuing Resolution, the State shall be responsible to expend only those funds actually provided to the State by Continuing Resolution and is under no further obligation to the Grantee or any subcontracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The State may determine the method for distributing and expending funds provided by Federal Continuing Resolution.

C. Environmental Review Compliance

The Grantee shall comply with the National Environmental Policy Act of 1969 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, the Environmental Review Procedures of the CDBG program at 24 CFR Part 58, and the Housing and Community Development Amendments of 1981 as amended.

D. Lead-Based Paint

The Grantee shall comply with 24 CFR Part 35 (Lead-Based Paint poisoning Prevention in Certain Residential Structures), 42 USC Ch. 63A (Residential Lead-Based Paint Hazard Reduction Act of 1992) as amended, and 40 CFR Part 745 (Renovation Repair & Painting).

E. Criteria Documentation

The Grantee shall collect and analyze data pertaining to the manner in which work performed under this contract has (or will) meet the following CDBG National Objective:

1. Benefit low and moderate income families;
2. Aid in the prevention or elimination of slums or blight; and/or
3. Meet other urgent community development needs when existing conditions pose a serious and immediate threat to the health or welfare of the community.

F. Assurances That Other Sources of Project Funds are Secured

The Grantee, prior to the commencement of expenditures authorized by this agreement, shall provide to the State evidence that other sources of funds to be used for work described in this Scope of Work (if any) have been secured and are immediately available to the Grantee to perform the services and construct the facilities described herein.

G. Acquisition, Relocation and Residential Anti-Displacement

All real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. The Grantee certifies that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by this agency on 03/07/1995.

H. Citizen Participation

The Grantee certifies that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a)(2). Specific information regarding this requirement (publications, notices) can be found in the Grantee's application file.

I. Program Costs Recovery

The Grantee certifies that we will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1)

CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of Acquisition, Relocation and Anti-displacement.

J. Excessive Force Certification

The Grantee certifies that we will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act). The Grantee will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

K. Change of Use

The Grantee certifies that the jurisdiction will comply with all requirements of 24 CFR Part 570, specifically Sections 488; 489 J, requiring all assisted housing units maintain affordability standards until 5 years following the date of closeout of this contract with the State.

L. Generation of Program Income

The Grantee may retain program income up to \$35,000 only if (1) such income was realized after the initial disbursement of the funds received by the Grantee, (2) the Grantee satisfactorily demonstrates that the program income will be applied to continue the activity from which income was derived, and (3) the State gives explicit written permission to retain and use the income.

M. Build America, Buy America (BABA) Act

BABA applies to projects utilizing any Federal funds totaling \$250,000.00 or more in relation to Construction. BABA requirements are mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. All iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

ATTACHMENT D
BUDGET

Budget Per Year

Year	Budget Category	CDBG Funds	Other Funds	Total
2023	Construction	\$200,000.00	\$167,425.00	\$367,425.00
2023	Engineering	\$0.00	\$149,970.00	\$149,970.00
		\$200,000.00	\$317,395.00	\$517,395.00

Source of Other Funds

Type	Source	Status	Amount
Local	Tremonton City Water Fund	Funds Pending	\$317,395.00
			\$317,395.00



ATTACHMENT E
FEDERAL SUBAWARD FUNDING AND
REPORTING REQUIREMENTS

State of Utah
Department of Workforce Services

SUBRECIPIENTS awarded \$30,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

NOTE: For State Government Entities and Component Units of the state, only the Federal Award Information and Subaward Information sections are required to be completed.

FEDERAL AWARD INFORMATION (Completed by DWS Fiscal Grant Manager)

CFDA# and Name: #14.228 Community Development Block Grant

Federal Award Identification Number (FAIN): B-23-DC-49-0001

Federal Awarding Agency: U.S. Department of Housing & Urban Development (HUD)

Federal Award Issue Date: 02/27/2023 Is Federal Award for R&D? YES NO

SUBAWARD INFORMATION (Completed by DWS Contract Owner/Contract Analyst/Fiscal Grant Manager)

Agreement number: 24-DWS-0019

Project name and description:

Ground Water Recharge System: Tremonton City has been awarded funding for Deweyville Mountain Aquifer Recharge System.

Start date of award: 07/01/2023 End date of award: 12/31/2024

Amount of federal funds obligated by this action: \$200,000.00

Total amount of federal funds obligated: \$200,000.00

Total amount of the federal award committed: \$200,000.00

Subrecipient has a: Federal NICRA: Yes No -OR- de Minimis: Yes No

Indirect Cost Rate: N/A – No indirect costs allowed under this contract

Indirect Cost Rate Base:

See above

SUBRECIPIENT INFORMATION

UEI number: VCMHLKAT61H3

Name of Subrecipient: Tremonton City

Business Address: 102 South Tremont Street

City: Tremonton State: UT Zip+4: 84337

Subrecipient principal place of performance (if different from above)

Address: _____

City: _____ State: _____ Zip+4: _____

Equal Opportunity Employer/Program

Auxiliary aids (accommodations) and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

**TREMONTON CITY
CITY COUNCIL MEETING**
February 6, 2024

TITLE:	Review of Calendar and Review of Past Assignments
FISCAL IMPACT:	Not applicable
PRESENTER:	Marc Christensen

February 20 City Council

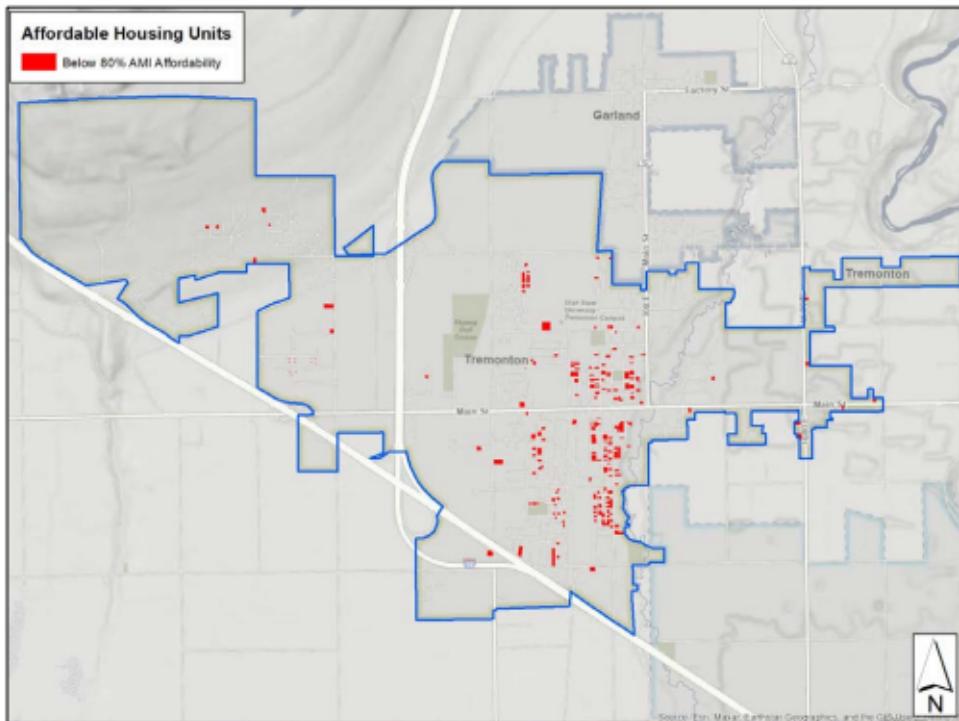
March 5 No City Council – Attend local Caucus Night

March 19 City Council

April 17-19 ULCT Midyear Conference



The next map shows the locations of the units affordable at 80 percent A.M.I. or below throughout the City and indicates that there are affordable units spread throughout the entire City.



Source: Box Elder County Assessor's Offices, Utah AGRC, ZPFI

Rental Properties – Multi-Family Complexes

Rental rates in Tremonton place most of the current units in the affordability range, with almost 50% of these units in the upper threshold of affordability. This means that while there are still some available units for households under 50% of A.M.I., many still do not have access to affordable rental units. These rental units are important for households that do not have down payment savings, would have trouble with loan approval, or simply for those not wishing to make a large commitment to purchasing a home. Households that are 50% of A.M.I. are often those with the highest need for affordable housing.

Combined Supply and Demand

The table below shows the estimated number of cumulative units at each affordability threshold of all housing types – SFR, Condo, Duplex, and Apartments – and how those units match up with the current demand of households within the City. This is done by first showing the total number of affordable units within the City and then comparing those units with the number of households within each A.M.I. threshold. The difference shows the shortage (or surplus) of units needed within the City. There is a total of 766 affordable units and 1,541 low- to moderate-income households. There is not an adequate supply of housing for those making less than 80 percent of A.M.I.

Table 16: Affordable Housing Unit Availability by Income Threshold in Tremonton

Affordability	Cumulative Total Affordable Housing Units Available	Cumulative Percentage of Affordable Units	Cumulative Number of Households at Income Level	Cumulative Percentage of Households at Income Level	Current Cumulative Surplus (Shortage)
30% of A.M.I.	86	2.54%	346	10.21%	(260)
50% of AMI	146	4.31%	797	23.53%	(651)
80% of AMI	766	22.62%	1,541	45.51%	(775)

Tremonton currently has a shortage of 775 housing units that are affordable to those making less than 80% of A.M.I. With expected growth over the next five years in the City, there will be an increased need for affordable housing units. Table 18 shows the 5-year projection for the number of total households compared to the projected total number of low to moderate income households in Tremonton. The difference in these numbers indicates a projected need for a total of 997 additional affordable low to moderate income housing units, with 775 units associated with the shortage estimated in 2022 and 222 additional units for the projected need in the City by 2027.

Table 17: 5-Year Projection for Number of Housing Units Needed in Tremonton

Year	Projected Total Households	Projected Total Moderate-Income Households	Surplus of Affordable Units (Deficit)
2022	3,386	1,541	(775)
2023	3,483	1,585	(819)
2024	3,581	1,630	(864)
2025	3,678	1,674	(908)
2026	3,776	1,718	(952)
2027	3,873	1,763	(997)

Financial Resources

Listed below are various funding resources associated with affordable housing development. They are from a variety of state, federal, and local sources.

State Sources

Critical Needs Housing

The Critical Needs Housing Fund's most useful application to the City of this appropriation is grants to be matched against other funding sources for accessibility design and down payment assistance. These funds must be used to serve those with income at or below 125 percent of the federal poverty guideline.

Olene Walker Housing Loan Fund

The Olene Walker Housing Loan Fund (OWHLF) is the State's primary source of housing assistance, providing funding for the rehabilitation and development of affordable and special needs housing. Funds are available for individual use for very low-income, low-income, and moderate-income persons as defined by H.U.D. There are several programs within this fund of special interest to the City:

Current Housing Supply

The majority of housing units in Tremonton are owner-occupied, single-family residences. Tremonton currently has 3,386 housing units, according to Box Elder County Assessor's office. Approximately 82 percent of those units are categorized as single-family residences (SFRs). The median value for SFRs in Tremonton in 2022 is \$390,084, according to the County's assessed market values, and the average lot size is 0.29 acres.

Table 6: Number of Parcels and Units by Housing Type in Tremonton*

Summary	Total Number of Housing Type	Percentage of Housing Type	Avg. Parcel Size (acres)	Median Value
Multi-Family Residential	606	17.9%	N.A.	Not available
Single-Family Residential	2,780	82.1%	0.29	\$390,084
TOTAL	3,386			

Source: Box Elder County Recorder and Assessor Offices

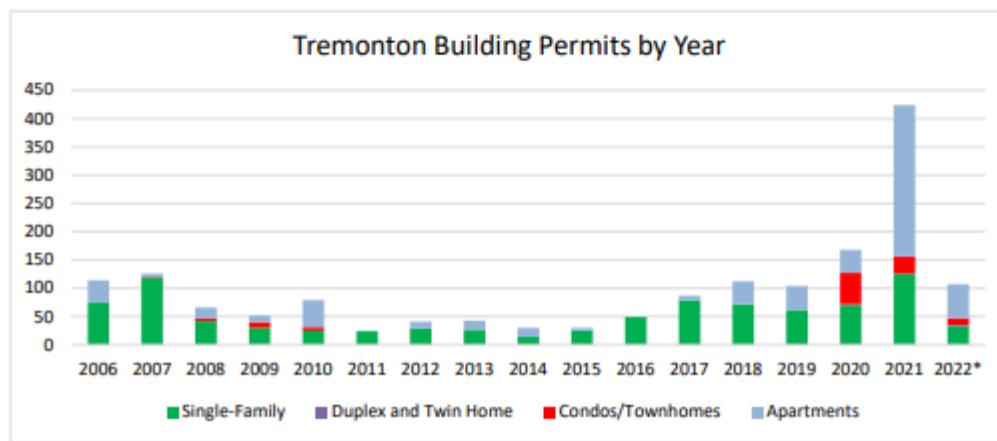
* Types are as categorized and grouped, determined by the parcel database.

Tremonton Moderate Income Housing

October 2022



In addition to the 3,386 dwelling units already built and listed in the Assessor's parcel database, an additional 107 building permits have been approved through June 2022.¹⁰ The following graph shows that the building single-family residences have been steady since the recession recovery. This corresponds with the consistent population growth in the City. The building permits also show the variety in housing types built each year, showing efforts by the City to provide more housing diversity.



Source: University of Utah BEBR – Tremonton Building Department

*Through June 2022



January 17, 2024

Tremonton City

Re: King Trucking - Canal Bank Road

Dear Tremonton City,

King Trucking owns a vacant 11-acre subdivided lot in Box Elder County on the east side of Canal Bank Road (12190 Canal Bank Road, TI # 06-060-0120). The Bear River Canal borders the property on the south - the Canal is basically the dividing line between Tremonton City (on the south) and Box Elder County (on the north). The owner Brandt King advanced a site plan along with a neighboring property to the north (Hancock) Trucking. Extensive grading was performed on both sites and the Hancock Trucking building and site were completed. The King site was designed, but delayed. Since that time, the approval has expired - upon seeking to reapply the County advised that a party that appears annex-able due to contiguity next to a municipality must first attempt to annex, and receive a denial response, prior to applying through Box Elder County.

Attached are three drawings:

- (1) Recorded King Subdivision Plat showing northerly Hancock Trucking lot and southerly King Trucking lot.
- (2) Because the Hancock Trucking and King Trucking sites have been so interconnected, attached is Hancock Trucking site plan.
- (3) King Trucking site plan

The sites are in Box Elder County, have Garland City culinary and fire protection water, and might be within Tremonton City's sphere of influence.

There are various matters:

Access

Canal Bank Road is a former highway road that is now under County jurisdiction - it's partly maintained by the County and Garland City. The Hancock and King sites have a pivotal center road 12200 South that is targeted to be public as it serves the two lots and potentially could serve more lots to the east on the Hancock and King properties.

Water

Hancock and King helped finance a major 8-inch Garland watermain southward extension. There wasn't (isn't) another water provider in the area. Accordingly, the sites are on Garland's water system for culinary water and fire protection.

Sewer

Hancock is on an on-site septic system, King is similarly slated to install and utilize an on-site septic system. Tremonton's sewer is somewhat distant in 1000 North Street and connecting would involve installing a sewer main under the Bear River Canal (which requires approximately 4 feet of cover below the Canal bottom).

Storm Drainage

Both sites utilize on-site drainage retention. It would be difficult to discharge into a Tremonton City storm drainage system, especially with the presence of the Bear River Canal.

Given the circumstances and utility constraints, it's difficult to see a viable Tremonton City pathway - a denial letter thereby allowing development in the County would be viewed favorably by the owner.

Respectfully,
HANSEN & ASSOCIATES, Inc.



Jim Flint, PE / PLS

