



BOARD OF TRUSTEES PUBLIC MEETING

Meeting date: January 17, 2024
Time: 6 p.m.
Location: 533 E. Waterworks Dr., St. George, UT 84770
Participants: Board members including Ed Bowler, Chris Hart, Kress Staheli, Kevin Tervort, and Victor Iverson. Adam Bowler and Michele Randall were not present. District staff included Zach Renstrom, general manager; Mindy Mees, secretary; Brie Thompson, Corey Cram, and Brock Belnap; associate general managers; Kay Barnum, accounting manager; Jacob Sullivan, treasurer; Morgan Drake, attorney; and Doug Bennett, water conservation manager. Other meeting attendees are noted on the attached sign-in sheet.

Open and Public Meeting Act (OPMA) Training

Mindy Mees, secretary to the board presented a PowerPoint presentation on Open and Public Meeting Act. The training included information regarding notices for meetings, emergency meetings, open meetings, closed meetings, electronic meetings, public comments, and enforcement requirements.

Consider approval of MOU for Asphalt Reimbursement with Hurricane City on Quail to Cottam Pipeline Project

District project manager Randy Johnson reported that in December 2023, the board awarded the bid for construction of a district pipeline from Quail Creek to Cottam Wells to Feller Enterprises. As the district was working through the design, the district consulted with Hurricane City and discovered there is potential benefit for the city to replace the other half of the road at the same time as the district's construction project. Allowing Hurricane City to participate will be mutually beneficial and will save the city money while not affecting the district's pipeline installation. Mr. Johnson recommended that the Board approve an adjustment to the contract with Feller Enterprises in the amount of \$289,100 to pay for Hurricane City's portion of the road. Hurricane City will reimburse the district for that amount. Mr. Johnson also recommended that the Board approve entering into a memorandum of understanding with Hurricane City for the reimbursement of the extra costs.

Chris Hart made a motion to approve the additional cost of \$289,100, as proposed by Feller Enterprises in their bid to be reimbursed by Hurricane City, also approve entering into an MOU with Hurricane City for the reimbursement of the costs of additional asphalt replacement, the motion was seconded by Kevin Tervort, and all voted aye.

Consider approval of procurement for Sand Hollow Crossroads to 2 MG Tank Pipeline Replacement

District project manager Tony Jones reported that the district is working on a pipeline replacement project between Dixie Springs to Sand Hollow. The project is necessary because there is 6200 feet of HDPE pipe that is starting to fail. The district proposes replacing the failing pipe with ductile iron pipe. At the same time, the district would like to upsize the pipe in anticipation of ongoing development in the area. Mr. Jones recommended that the board approve a contract with the engineering firm Civil Science to work on the project. The district went through the selection committee process and found Civil Science to be the most qualified of the proposed bidders. The bid for the project is \$256,700.

Victor Iverson made a motion to approve the agreement with Civil Science in the amount of \$256,700 for design and engineering on the replacement of 6200 feet of pipe in Sand Hollow area, the motion was seconded by Chris Hart, and all voted aye.

Consider a Resolution Designating Capital Community Bank as a Depository of Funds and Authorizing Signers

District treasurer Jacob Sullivan told the Board that the district is proposing to open a new checking and money market account with Capital Community Bank. Capital Community Bank offers a unique feature that addresses the FDIC coverage limit by spreading the deposits across various institutions. This is a way to ensure that the deposits are covered and insured, since coverage is limited to \$250,000 per institution. Capital Community Bank also has a service called positive pay, which is a fraud prevention measure for checks. With positive pay, the district will provide the bank with a list of checks issued, including check number, amount, and payee. When someone attempts to cash a check that does not match the information provided, the bank flags it for review before processing.

Kress Staheli made a motion to approve the resolution designating Capital Community Bank as a depository of funds and authorizing signers, the motion was seconded by Kevin Tervort, and a roll call vote was taken as follows:

<i>Victor Iverson</i>	<i>Yes</i>
<i>Kress Staheli</i>	<i>Yes</i>
<i>Chris Hart</i>	<i>Yes</i>
<i>Ed Bowler</i>	<i>Yes</i>
<i>Kevin Tervort</i>	<i>Yes</i>

Manager's Report

General Manager Zachary Renstrom asked the district's conservation manager Doug Bennett to provide a conservation update.

Water Conservation update presented by Water Conservation Manager Doug Bennett

Mr. Bennett gave a brief update on the district's water efficiency programs. Mr. Bennett reported that the district has completed approximately 1,078,000 square feet of landscape conversions at a cost of just under two-million dollars. The project has produced an

estimated \$4.9 million dollars of economic activity in the region and saved about 48.5 million gallons per year, or 149-acre feet, of water. After taking into account the state's subsidy of the program, the money spent equates to an average water development cost of just under \$6500 per acre foot, which compares very favorably to the cost of other water development projects. The program currently has 689 current applicants at various stages of progress with a potential additional conversion of 1.1 million square feet of turf to desert friendly landscape.

For municipalities to remain eligible for their citizens to participate in the landscape conversion program, a municipality must adopt the water efficiency standards. So far, the following cities have fully adopted the water efficiency standards: Hurricane, Ivins, LaVerkin, Washington, and Washington County. The following cities are in the process of considering the standards: Toquerville (council is reviewing); St. George (pending scheduling); Santa Clara (pending scheduling).

Mr. Bennett reported he is optimistic that the remaining cities will adopt the water efficiency standards. The district has a March 31, 2024, deadline to remain eligible for participation in the Water Efficient Landscape program

Mr. Bennett told the Board that the district is consolidating its approach to managing the Tonaquint and Red Hills Desert Garden. Tonaquint Park was the district's first water conservation garden 22 years ago and Red Hills came on later. The district is going to manage both gardens jointly under one leadership. The combined efforts will lead to a more significant conservation impact, and boost visitors at Tonaquint Park. Last year 190,000 visitors went through both gardens, 165,000 at Red Hills and 25,000 at Tonaquint Park. A well-managed and engaging visitor experience can influence the desire of people to change their landscaping practices. Educational elements, signage, and interpretation can contribute to the awareness and willingness to adopt water-efficient landscaping.

Mayor Kress Staheli commented that he loves both gardens. Mayor Staheli said that Washington City recently did a renovation and development of the Boilers Park and appreciated the support of the district. Mayor Staheli said the city collaborated with the district to coordinate branding and messaging, including the use of QR codes on plants, to enhance the educational nature of the park.

General Manager Renstrom reported that he was able to spend some time with Utah Governor Spencer Cox after the Economic Summit. The Governor told Mr. Renstrom that the Governor recognizes the excellent work of the district and the Board. Mr. Renstrom gave Governor Cox a tour, and the Governor repeatedly complimented the district. The Governor said that the district is a leader in the state regarding the district's stewardship and responsible approach to treating water. The Governor also stated that he supported the district's work to build the projects necessary to make sure that economic growth continues in Washington County.

Mr. Renstrom also reported that the 2024 legislative session started and there are already twenty active bills dealing with water. Mr. Renstrom suggested the city mayors need to read some of the bills. There are several more that are just numbered but not yet disclosed for review. The district will carefully monitor those bills.

Consider approval of December 6, 2023, board meeting minutes

Victor Iverson made a motion to approve December 6, 2023, minutes, the motion was seconded by Chris Hart, and all vote aye.

The motion was adjourned upon motion.

Mindy Mees

Secretary



Open and Public Meetings Act

Utah Code Annotated § 52-4-101 et seq.

Notice: In General

- 24 hours
- Agenda, date, time and place of meeting:
 - Agenda must be reasonably specific about topics to be considered
 - May only take final action in an open meeting where topic is listed on agenda and included in the advance public notice
- Principal office of the public body
- Utah Public Notice Website
- Newspaper
 - Fulfilled if newspaper/subscribes to the notices on the Utah Public Notice Website (U.C.A. § 63A-16-601(4)(d))
- Post notice of annual meeting schedule as provided in the notice section (date, time, and place)

Utah Code Ann. § 52-4-202



Notice: Emergencies

- Emergency Meeting:
 - Best notice practicable: time, place and topics of meeting
- May only be held if:
 - Attempt to notify all members of public body and majority of members approve the meeting

Utah Code Ann. § 52-4-202



Open Meeting

- Convening of a public body
- Quorum present (simple majority)
- In person or electronically
- To discuss, receive comments from the public, or act upon a matter over which the public body or specific body has jurisdiction or advisory power



Work Meeting/Workshop/Executive Session

Work meetings/workshops and executive sessions are open meetings

Utah Code Ann. §52-4-201(2)



Chance or Social Gathering

A chance gathering or social gathering is not a meeting.

Utah Code Ann. §§ 52-4-103(6); 52-4-201(2)



Minutes

- Date, time, place of meeting;
- Names of members present and absent;
- Substance of all matters proposed, discussed or decided;
- Record of each vote taken by individual;
- Names of persons who provide public comment/testimony and substance thereof;
- Other information that is a record of the proceeding that a member requests entered

U.C.A. § 52-4-203(2)



Recording

- Complete and unedited from beginning to adjournment
- Labeled/identified with date, time, place of meeting

U.C.A. § 52-4-203(3)



Handouts

- Board must require an individual presenting or providing electronic information in the meeting to provide, at the time of the meeting, a copy to the body for inclusion in the public record.

U.C.A. § 52-4-203(4)(d)



Access to Minutes and Records

- Draft minutes are required to be made available to the public within 30 days after the meeting.
- Within 3 business days after approving written minutes, either the minutes and any public materials distributed at the meeting, or a link to these items as posted on the district's website, must be posted on the state public notice website. (Continue to make available at public body's primary office as well.)

U.C.A. § 52-4-203(4)(g)



Closed Meeting

- **Individual:** discussion of the character, professional competence, or physical or mental health of an individual;
- **Collective Bargaining**
- **Litigation:** strategy sessions to discuss pending or reasonably imminent litigation;



Closed Meeting

- **Procurement:** evaluation committee, protest officer, procurement appeals panel; discussing information that may not be disclosed pursuant to procurement code
- **Real Property Purchase, Exchange, Lease, Sale** if public discussion of the transaction would disclose value or prevent completing the transaction on best possible terms
 - for sale, must also previously post notice of sale and the terms of sale must be disclosed before they are approved
- **Security Deployment:** personnel, devices or systems
- **Criminal Misconduct:** investigative proceedings regarding allegations of criminal misconduct

U.C.A. §52-4-205



Closed Meeting

- **Colorado River Authority of Utah Meeting** (may be closed if):
 - Purposes is to discuss interstate claim to the use of water in Colorado River; and
 - Failing to Close meeting would:
 - Reveal contents of a protected record;
 - Reveal legal strategy relating to state claim in river;
 - Harm ability of the authority or river commissioner to negotiate the best terms regarding to use of water in river; or
 - Give any advantage to another state or the federal government in negotiations regarding use of water in river.

U.C.A. 52-4-205(2)(f)



Closed Meeting

- Quorum
- Open meeting properly noticed
- Two-thirds of members present vote to close
- Publicly announce in open meeting and include in minutes:
 - Reason(s) for closed meeting
 - Location of closed meeting
 - Vote, by name, of each member either for or against closing the meeting

Utah Code Ann. § 52-4-204(4)



Closed Meeting

- Each matter discussed in the closed meeting must be a matter for which a meeting may be closed
- An ordinance, resolution, rule, regulation, contract, or appointment may not be approved at a closed meeting.

Utah Code Ann. § 52-4-204(2)–(3)



Closed Meeting

- No vote may be taken in a closed meeting (except a vote on motion to end the closed portion of the meeting)
- A motion to end the closed portion may be approved by a majority of the members present.

U.C.A. §52-4-204(3)(b)



Closed Meeting

- Except in certain specified instances:
 - Closed portion must be recorded
 - Complete and unedited
 - Written minutes may be kept
- Recording and any minutes must include:
 - Date, time, and place of the meeting
 - Names of members present and absent; and
 - Names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of closing the meeting.

Utah Code Ann. § 52-4-206(1)–(3)



Closed Meeting

- If exclusively for discussing **security deployment** or **individual**:
 - Person presiding signs sworn statement affirming sole purpose for closing the meeting was for such, and
 - No recording or minutes are kept

Utah Code Ann. § 52-4-206(6)



Electronic Meeting

- To hold an electronic meeting, board must adopt a resolution governing electronic meetings (see Admin Policy 7.9.4)
- Post notice as normally required plus provide notice of electronic meeting to board members at least 24 hours before meeting and a description of how board members will connect
- Must provide an anchor location for the public (except under some circumstances) and may provide an electronic means for public to attend
- Except for a unanimous vote, all votes must be taken by roll call

U.C.A. §52-4-207



Electronic Meeting

Exception to Anchor Location Requirement

- The electronic meeting may be held without an anchor location if:
 - The board chair determines that conducting the meeting with an anchor location presents a substantial risk to health or safety of those who are/would be present; or
 - The normal meeting location has been ordered closed to the public for health or safety reasons.
 - The public body provides a means for members of the public to attend electronically.
- The determination expires 30 days after the date it is made.

U.C.A. §52-4-207



Electronic Meeting

Exception to Anchor Location Requirement (cont'd)

- If the chair determination or closure order is made before the meeting, the public notice must include a statement describing the chair's determination; a summary of the facts upon which the determination is based; and information about how the public may attend electronically;
- If the chair determination is made during the electronic meeting, the chair must announce it during the meeting and state a summary of facts upon which it is made.

U.C.A. §52-4-207



Public Comment

- Not required or prohibited by OPMA
 - Exception: Required where statute requires a public hearing (limited cases)
- May be limited by the public body
- If a “person willfully disrupts the meeting to the extent that orderly conduct is seriously compromised,” the person may be removed. (U.C.A. § 52-4-301)



Public Comment

- At the discretion of the presiding member, a topic raised by the public may be discussed during an open meeting, even if not included in the agenda or advance public notice.
- However, a public body may not take final action on a topic in an open meeting unless the topic is:
 - Listed under an agenda item, and
 - Included with the advance public notice

Utah Code Ann. § 52-4-202(6)



Enforcement

- Actions voidable by court
- Suits to compel compliance, enjoin violations
- Attorney fees awarded to successful plaintiff
- Public disclosure of closed meeting content
- Class B Misdemeanor of knowing or intentional violation of closed meeting provisions

U.C.A. §52-4-301 *et seq.*





Memo

To Zach Renstrom, Board of Trustees
From Randy Johnson
Date January 17th, 2024
SUBJECT SR-318 Asphalt Reimbursement MOU-Hurricane City

Situation

The District is installing a new pipeline around Quail Creek Reservoir in Highway SR-318 as part of the Quail to Cottam Pipeline Project. The District will be replacing half of the roadway as a result of the pipeline installation and construction. Hurricane City would like to utilize the District's contractor to replace the other half of the roadway within the Hurricane City portions of the highway.

Background

Hurricane City expressed interest in arranging a cost reimbursement with the District to replace the remaining half of Highway SR-318 that was not affected by the pipeline project. The District included a bid alternative, Schedule B, in the bid for the project. The Total cost for Schedule B is \$289,100 dollars. This cost of Schedule B was presented to Hurricane City following the bid opening, and the city has elected to participate.

Analysis

District staff prepared a cost reimbursement MOU with Hurricane City to reimburse the District for the bid amount of Schedule B. Hurricane City will reimburse the District for the total cost of Schedule B and any Change orders associated with Schedule B, once the work has been completed, approved and paid for by the District.

Recommendation

Recommended for Board Approval:

- It is recommended that the Board approve an additional cost of \$289,100.00 as proposed by Feller Enterprises in their bid to be reimbursed by Hurricane City.
- It is recommended that the Board approve entering into an MOU with Hurricane City for the reimbursement of the costs of additional asphalt replacement, \$289,100.00, as shown in Schedule B of the bid.

MEMORANDUM OF UNDERSTANDING
Hurricane Waterline in Highway 318

Effective **January 17th, 2024** this Memorandum of Understanding (MOU) is made between Washington County Water Conservancy District (District) and Hurricane City (Hurricane) (jointly referred to as Parties, or separately as Party).

I. AUTHORITY

The statutes authorizing the District to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act), 17B-1-101 *et seq.* (Local District Powers), and 17B-2a-1001 *et seq.* (Water Conservancy District Act).

The statutes authorizing Hurricane to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act) and 10-8-1 *et seq.* (Municipal General Powers).

II. BACKGROUND

The District is constructing the Quail to Cottam Pipeline Project located near the Quail Creek Reservoir in Hurricane City. This pipeline has portions of the alignment that are within Highway 318 which is UDOT and Hurricane City Roadway. The pipeline is mostly located in the shoulder of the road and can be installed by only removing asphalt to the center line of the roadway. The district had discussions with Hurricane City, before going out to bid, about entering into an MOU and cost sharing to replace the asphalt across the entire roadway within the Hurricane City portions of Highway 318. Knowing this the district added an alternate bid (Schedule B) to the construction bid and received a cost to complete this work. The bid was awarded to Feller Enterprises and the cost for schedule B (Shown in exhibit A) was satisfactory to Hurricane City. Hurricane City would like to enter into an agreement to reimburse the district for the cost of schedule B, as shown in the attached Exhibit A, once the work is completed.

III. PROPOSED TRANSACTION

The costs associated with the Hurricane Asphalt will be added to the District's existing contract with Feller Enterprises (Contractor). Hurricane will reimburse the District for the amount specified in the Bid Schedule B (Exhibit A Asphalt Replacement) as work is completed and the Contractor submits partial payment and final payment requests. Hurricane will also reimburse the District for any change orders that have been reviewed and approved by Hurricane. All change orders will be incorporated into the Bid Schedules and the revised Bid Schedules will be considered an attachment to this MOU. Hurricane will provide its own inspector for the final acceptance of roadway.

IV. RESPONSIBILITIES OF PARTIES

To accomplish the Proposed Transaction described above, the Parties respectively agree to pursue in good faith the following:

A. Hurricane City

1. Reimburse the District for the amount specified in the Bid Schedule B as work is completed and approved by the District and Contractor submits partial and final payment requests approved by the District.
2. Reimburse the District for any funds spent on change orders for the Hurricane Asphalt that exceed the costs shown in the attached Bid Schedules
3. Provide inspector for final acceptance of roadway

B. Washington County Water Conservancy District

1. Submit partial payment and final payment requests with payments pertaining to the attached Bid Schedules to Hurricane for review and approval prior to making any payment to Contractor.
2. Coordinate project management with Hurricane City.
3. Pay in full each partial payment and final payment as work is completed and approved.
4. Submit a request for reimbursement to Hurricane after each payment is made.

VI. GENERAL

1. Amendment. This MOU may be amended through written agreement of all Parties.
2. Termination. Any Party may end its participation in this MOU for any reason and at any time by providing written notice to the other Parties. If not terminated earlier, this MOU will end when all of the Parties have fulfilled their respective commitments described above or **December 31, 2025**, whichever occurs first.
3. Other Agreements. Nothing in this MOU limits any Party from entering into other agreements with one another or with third parties.
4. Release. The Parties agree to release one another from any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, expenses whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought) and other liabilities of every kind, nature and description arising out of performance under this MOU. This release shall survive any termination of this MOU. However, if a third party were to challenge anything arising out of the performance under this MOU, each Party will bear its own costs and incur any liabilities imposed by the third-party action.
5. No Third-Party Beneficiaries. Nothing in this MOU is intended to create any rights, duties, or obligations by the Parties to any person or entity not a party, and this MOU shall not be

deemed to give rise to any right by any person or entity not a party against any Party to this MOU. Nothing in this MOU is intended to nor shall be deemed to relieve or discharge the obligation or liability of any person or entity not a party to this MOU.

6. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

7. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.

8. Immunity and defenses retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

9. Enforceability. The Parties agree that this MOU does not create any contractual, or any other legal obligations meant to be enforceable by operation of law.

10. Counterparts. This MOU may be executed in counterparts.

11. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this MOU.

12. Laws and Regulations. Any and all actions performed pursuant to this MOU will comply fully with all applicable Federal, State and local laws and regulations.

13. Points of Contact. Each Party designates below a primary point of contact (“POC”) to coordinate all matters concerning the carrying out of activities under this MOU. Any modifications to the POC will be provided in writing to the other parties. The contacts for work related to the project are:

Party	Point of Contact	Address	Telephone	e-mail
District	Randy Johnson	533 East Waterworks Dr. St. George, UT 84770	435.673.3617	Randy@wcvcd.org
Hurricane City	Arthur LeBaron	147 North 870 West Hurricane, UT 84737	435-635-2811	arthur@cityofhurricane.com

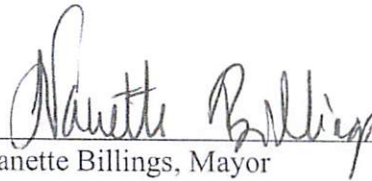
14. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A: Bid Schedule Summary

Entered into and effective on the date first written above:



Zachary Renstrom, General Manager
Washington County Water Conservancy District

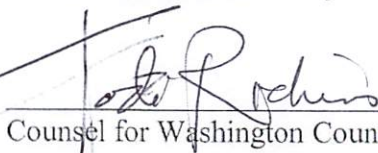


Nanette Billings, Mayor
Hurricane City

APPROVED AS TO FORM:



Counsel for Hurricane City



Counsel for Washington County Water Conservancy District

Exhibit A

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT



BID SCHEDULE SUMMARY - LOW BIDDER

QUAIL TO COTTAM PIPELINE PROJECT

Washington County Water Conservancy District

Bids Were Opened On: November 30, 2023

BASE BID - BID SCHEDULE A				Feller Enterprises	
Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization, Demobilization, and Administrative Items	1	LS	\$120,000.00	\$120,000.00
2	Traffic Control	1	LS	\$71,435.96	\$71,435.96
3	Survey Control and Staking	1	LS	\$11,057.94	\$11,057.94
4	Stormwater Pollution Prevention Plan	1	LS	\$7,860.89	\$7,860.89
5	24-inch CL 350 Ductile Iron Pipe (Install)	19,227	LF	\$30.55	\$587,384.85
6	11.25" CL 350 24-inch Ductile Iron Fitting (Install)	26	EA	\$260.62	\$6,776.12
7	22.5" CL 350 24-inch Ductile Iron Fitting (Install)	10	EA	\$273.73	\$2,737.30
8	45" 24-inch CL 350 Ductile Iron Fitting (Install)	12	EA	\$273.73	\$3,284.76
9	90" 24-inch CL 350 Ductile Iron Fitting (Install)	8	EA	\$260.62	\$2,084.96
10	12-inch CL 350 Ductile Iron Pipe	86	LF	\$157.08	\$13,508.88
11	90" 12-inch CL 350 Ductile Iron Fitting	2	EA	\$1,285.84	\$2,571.68
12	10-inch CL 350 Ductile Iron Pipe	180	LF	\$122.52	\$22,053.60
13	11.25" 10-inch CL 350 Ductile Iron Fitting	1	EA	\$903.24	\$903.24
14	22.5" 10-inch CL 350 Ductile Iron Fitting	1	EA	\$905.09	\$905.09
15	45" 10-inch CL 350 Ductile Iron Fitting	2	EA	\$906.02	\$1,812.04
16	90" 10-inch CL 350 Ductile Iron Fitting	1	EA	\$1,022.68	\$1,022.68
17	8-inch CL 350 Ductile Iron Pipe	240	LF	\$95.33	\$22,879.20
18	90" 8-inch CL 350 Ductile Iron Fitting	1	EA	\$672.54	\$672.54
19	24" X 12" CL 350 Ductile Iron Tee (Install)	1	EA	\$677.61	\$677.61
20	24" X 10" CL 350 Ductile Iron Tee (Install)	2	EA	\$677.61	\$1,355.22
21	4-inch Sch 80 Drain/Blowoff Pipe	400	LF	\$56.82	\$22,728.00
22	4-inch CL 350 Ductile Iron Drain Pipe	450	LF	\$91.50	\$41,175.00
23	4-inch Combination Air Valve Assembly, See C/2660, Portion of Materials Provided by Owner	18	EA	\$11,098.56	\$199,774.08
24	Major Drain Assembly, See C/2672, Portion of Materials Provided by Owner	7	EA	\$3,709.15	\$25,964.05
25	Fiber Optic Conduit	19,400	LF	\$1.92	\$37,248.00
26	Fiber Optic Pull Box	20	EA	\$2,358.85	\$47,177.00
27	Split Case Pipe Encasement	3	EA	\$22,735.73	\$68,207.19
28	6-inch HDPE Temporary Water Main	1	LS	\$60,890.92	\$60,890.92
29	Water Service Connection, Open Cut for Lateral, See C/2638, Portion of Materials Provided by Owner	4	EA	\$3,511.41	\$14,045.64
30	Water Service Connection, Jack and Bore with 2" Casing, See C/2638, Portion of Materials Provided by Owner	3	EA	\$27,244.75	\$81,734.25
31	SR-318 Jack and Bore with 8-inch Steel Casing	1	LS	\$33,198.67	\$33,198.67
32	SR-318 Jack and Bore and 36" Casing	1	LS	\$51,325.55	\$51,325.55
33	Hydrant Connection, STA 69+00	1	EA	\$3,504.05	\$3,504.05
34	Hydrant Connection, STA 118+50	1	EA	\$3,504.05	\$3,504.05
35	External Joint Restraint on Hurricane Waterline, STA 38+70	2	EA	\$4,964.29	\$9,928.58
36	Tracer Wire Valve Box	20	EA	\$475.40	\$9,508.00
37	Temporary Water Service Connection, STA 68+00	1	LS	\$9,723.13	\$9,723.13
38	Quail Creek WTP PRV Vault	1	LS	\$93,360.28	\$93,360.28
39	Harrisburg PRV Vault	1	LS	\$102,846.83	\$102,846.83
40	Backup Hurricane City Connection Meter Vault	1	LS	\$84,022.39	\$84,022.39
41	Harrisburg Pipe Bridge Crossing	1	LS	\$81,962.37	\$81,962.37
42	12-inch D50 Riprap Stabilization	50	CY	\$48.68	\$2,434.00
43	18-inch D50 Riprap Stabilization	75	CY	\$48.68	\$3,651.00
44	Geotextile Fabric	400	SY	\$7.72	\$3,088.00
45	Bollard	11	EA	\$2,174.95	\$23,924.45
46	Alignment Grading (STA 11+50 to 13+00)	1	LS	\$4,722.36	\$4,722.36
47	10-inch Waterline Abandonment with Flowable Fill	1	LS	\$47,081.28	\$47,081.28
48	Access Road Widening and Intersection Raising (STA 32+50 to 39+00)	1	LS	\$13,027.61	\$13,027.61
49	Raise Existing Manholes	3	EA	\$2,443.70	\$7,331.10
50	Raise Existing Valve Boxes	4	EA	\$475.40	\$1,901.60
51	Remove and Reinstall Existing Gate STA 39+70	1	LS	\$3,329.47	\$3,329.47
52	Remove and Reinstall Fence Near Utah DNR Office	1	LS	\$3,502.95	\$3,502.95
53	Remove and Reinstall Road Sign in Harrisburg (STA 182+60)	1	LS	\$509.94	\$509.94
54	UDOT Asphalt Replacement	9,800	SY	\$53.43	\$523,614.00
55	Hurricane City Asphalt Replacement	7,300	SY	\$57.24	\$417,852.00

56	Flowable Fill Trench Backfill as Directed by Engineer	120	CY	\$134.44	\$16,132.80
57	Trench Stabilization Material as Directed by Engineer	50	CY	\$30.65	\$1,532.50
58	24-inch Double Offset Butterfly Valve (Install), See C/2662	3	EA	\$1,694.02	\$5,082.06
59	45° 12-inch CL 350 Ductile Iron Fitting	2	EA	\$1,088.14	\$2,176.28
60	12" x 12" CL 350 Ductile Iron Tee	1	EA	\$1,808.58	\$1,808.58
				Bid Schedule A Price:	\$3,045,514.57

ALTERNATE BID - BID SCHEDULE B				Feller Ent.	
Item No.	Description	Quantity	Unit	Unit Price	Amount
1B	Full Road Replacement of Hurricane City Portion of SR-318 (Approx STA 131+00 to 169+50)	4900	SY	\$59.00	\$289,100.00
				Bid Schedule B Price:	\$289,100.00



Procurement Memo

To Zachary Renstrom, General Manager
From Tony Jones, Project Manager
Date January 12, 2024
Subject Procurement of Engineering Services

Type of Procurement: Design Professional Procurement for Engineering and Construction Management Services

Item Description: Replacing approximately 6200 feet of HDPE pipe with Ductile Iron pipe (DIP) in the Sand Hallow area.

Reason for Procurement: The Project Development Department of the Washington County Water Conservancy District (District) needs to procure this service because this is a degrading HDPE transmission line that carries chlorinated water, and where the District is beginning to have costly pipe failures along this section of the system. Based on the District's previous experience of having chlorinated water running in a HDPE pipe, it can be assumed that these failures will continue to occur at an accelerated rate unless replaced with DIP. A secondary reason for this procurement is to enlarge the pipeline to accommodate future growth on the west side of Hurricane, UT.

Review of Design Professionals: The following design professionals submitted statements in response to the District's Request for Statements of Qualifications. Civil Science was the highest scoring design professional with which a satisfactory contract was negotiated at a price fair and reasonable to the District.

1. Civil Science: This design professional was determined to best meet the needs of the District because they were graded highest by the selection committee on the criteria outlined in the request for Statements of Qualifications. A satisfactory contract was negotiated with this design professional at a price fair and reasonable to the District.
2. Alpha Engineering: This design professional did not score as high as the successful design professional.
3. AE2S Engineering: This design professional did not score as high as the successful design professional.

4. Horrocks Engineering: This design professional did not score as high as the successful design professional.
5. Rosenberg Engineering: This design professional did not score as high as the successful design professional.
6. Jones & DeMille: This design professional did not score as high as the successful design professional.
7. Alliance Consulting: The design professional did not score as high as the successful design professional.

Purchase Amount: \$256,700

Contract Type(s): Fixed price

Accounting Code: 20-7564-742

Approved:

Zachary Renstrom, General Manager



AGREEMENT
(SH Crossroads to 2MG Tank Pipeline Replacement)

This Agreement is made and entered into effective on the 17 day of January, 2024, by and between the Washington County Water Conservancy District, a political subdivision of the State of Utah (“District”), and Civil Science (“Engineer”), a Utah corporation.

RECITALS

WHEREAS, the District desires to engage an engineer to provide design and construction; and

WHEREAS, the Engineer has submitted a statement of qualifications and has been selected to perform engineering services for the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Scope of Work.

The Engineer will perform the services described in the Proposed Scope of Work (Exhibit A) in consultation with the District and others whom the District may identify from time to time.

2. Payment.

The District shall pay the Engineer in accordance with the Fee Proposal, included in Exhibit A, pursuant to monthly invoices submitted by the Engineer. The Engineer will only invoice actual accrued costs. The District will remit payment to the Engineer within 30 days of invoice receipt, subject to the following:

a. Limits of payment.

Under no circumstances shall the District make a payment to the Engineer that exceeds the amounts specified in the Fee Proposal, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and Fee Proposal.

b. Withholding payment.

The District may, at its option, withhold ten percent (10%) of any amount due if, due to the fault of the Engineer, the work is not satisfactory to the District or if the work falls behind schedule, which amount(s) withheld will be disbursed to the Engineer within 30 days of the Engineer rectifying the cause for withholding to the District’s satisfaction. The District may also, at its

option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

c. Penalties.

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Engineer shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

3. Commencement and Completion.

The work covered by this Agreement shall be completed in accordance with the schedules set forth in Proposed Scope of Work (Exhibit A), provided, however, that an extension may be requested for good cause shown.

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be produced in both hard copy and electronic formats, including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet.

2. Compliance with other contracts. The Engineer shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement.

3. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.

4. Independent Contractor. Both parties hereto agree that the Engineer shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Engineer shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Engineer by the District. The Engineer shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Engineer.

5. Subcontracts. The Engineer shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. Presently approved subcontractors associated with this project include *. When authority to subcontract is granted, the Engineer agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the Subcontractor were the Engineer referred to herein. The Engineer is responsible for

contract performance whether or not subcontractors are used. The Engineer shall submit the name of each subcontractor which the Engineer intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

6. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Engineer in performance of this Agreement shall vest in the District. The Engineer may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District. Subject to applicable State and Federal laws, regulations, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information.

7. Confidentiality of Records. The Engineer shall establish, maintain, and practice procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Engineer's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Engineer shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Engineer to disclose information other than as is set forth in this section, prior to doing so, the Engineer shall apply to the District for written permission to make such disclosure.

8. Record Keeping, Audits, and Inspections. The Engineer and any Subconsultants shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds and shall make available for audit and inspection all such records relating to contract services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, for a period of five (5) years from the date of termination of this Agreement or for such period as is required by any other paragraph of this Agreement, whichever is longer. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Agreement, or to cost and expenses of this Agreement as to which exception has been taken by the District, shall be retained by the Engineer until disposition has been made of such disputes, litigation, claims, or exceptions.

9. Sales Tax Exemption. The District's sales and use tax exemption number is 12562246-002-STC. The tangible personal property or services being purchased are being paid from public funds and used in the exercise of the District's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this or another government entity, unless otherwise expressly stated in the Agreement.

10. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.

11. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.

12. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.

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

14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth District Court of the State of Utah.

16. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.

17. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied

herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

18. Time is of the Essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

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

20. Partial validity. If any portion of this Agreement shall be held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible:

- a. The remainder of this Agreement shall be considered valid and operative, and,
- b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

21. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this Agreement.

22. No Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no third party shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

23. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal and State laws and regulations.

24. Boycott Restrictions. Pursuant to Utah Code Annotated Section 63G-27-201, Engineer certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. Engineer agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. Engineer agrees to notify the District in writing if it begins engaging in an economic boycott.

25. Equal Opportunity Clause. The Engineer agrees to abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age, disabilities, or other legally protected category. Also, the Engineer agrees to abide by any law or executive order that prohibits sexual harassment in the workplace.

26. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives, and the obligations of the parties shall not merge with any document of title.

27. Assignment. No rights or obligations of the Engineer under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject to immediate cancellation by the District upon the Engineer's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

28. Indemnification. Pursuant to Utah Code Annotated Section 63G-6a-1203, the Engineer agrees to indemnify, save harmless, and release the District and all its officers, agents, volunteers, and employees from and against any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, expenses whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought) and other liabilities of every kind, nature and description caused by, resulting from, or incurred due to the Engineer's breach of contract, negligence, recklessness, or intentional misconduct, or the negligence of the Engineer's subcontractor. This paragraph shall survive any termination of this Agreement. The rights provided in this paragraph shall be in addition to any rights to which the District may otherwise be entitled.

29. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Engineer, as the case may be, when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. ZACHARY RENSTROM
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

CIVIL SCIENCE
ATTN. CODY HOWICK
1453 SOUTH DIXIE DRIVE #150
ST. GEORGE, UTAH 84770

30. **Term.** This Agreement shall terminate without further action of any party when all of the terms hereof shall have been fully performed.

31. **Termination.** This Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given to the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. Such termination is to be without prejudice to any claim for damages or other remedy for such breach. This Agreement may also be terminated without cause by either party, in advance of the specified expiration date, upon ninety (90) days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

32. **Default.** Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.

33. **Waiver.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.

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

35. **Sovereign Immunity.** Nothing in this Agreement shall be construed to waive the sovereign immunity of the District.

36. **Exhibit.** The following exhibits attached hereto are incorporated herein by this reference. If there is any conflict or inconsistency between the terms of this Agreement and the Exhibits, this Agreement governs.

Exhibit A: Proposed Scope of Work, including Fee Proposal, dated January 10, 2024.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

**WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

By: 
Zachary Renstrom, General Manager

CIVIL SCIENCE

By: _____
Cody Howick, Sr. Project Manager

Exhibit A

January 11, 2024

EXHIBIT A

Washington County Water Conservancy District
Attn: Tony Jones, Project Manager
533 East Waterworks Dr.
St. George, UT 84770

RE: SH Crossroads to 2MG Tank Pipeline Replacement
Professional Services Proposal

Dear Mr. Jones,

Civil Science (CS) is pleased to submit this proposal for professional services for the Project referenced above. We appreciate the opportunity to provide these services to you and the District (District) and are focused to provide the highest quality work, in a timely manner, and are committed to developing a successful project and relationship.

PROJECT UNDERSTANDING

The District owns and operates a culinary transmission line that feeds and distributes water from a 2MG tank on the northwest side of Sand Hollow Reservoir that runs through Dixie Springs subdivision. They are looking remove approximately 6,200 feet of HDPE pipe and replace with 24" Ductile Iron Pipe (DIP) as shown in the figure below. The District has asked for assistance with utility coordination and installation of approximately 2,600 of fiber conduit along the alignment. The District recently issued a SOQ for the work, evaluated the submittals, and is recommending CS for fee negotiation.





SCOPE OF WORK

Based on the Project Understanding outlined above, CS will provide the following services where tasks will include:

Design Survey – This phase generally includes the setting of survey control and completion of base mapping for the design phase of the project. Specific tasks may include:

1. Review existing site, existing survey and data already completed.
2. Install control points for establishment of horizontal and vertical control as well as control for future use during the construction phase.
3. Collect drone aerial survey for collection of natural ground points that are exposed and not densely vegetated.
4. For areas within hardscape, asphalt and that have dense vegetation, we will utilize traditional GPS equipment for collection of critical points for the design.
5. Process survey data and prepare base map for the Project with basic linework, symbols, elevations, aerials, contours, utilities and mapping.

Utility Mapping & Coordination – This phase generally includes mapping and coordination with utility companies throughout the design process. Specific tasks may include:

1. Request mapping from utility owners near or adjacent to the project limits. This request will be made through blue stakes by the District.
2. Complete mapping of utilities based upon requested mapping from utility owners and apparent points collected in the field with GPS equipment.
3. Locate existing stormwater and wastewater utilities and collect inverts.
4. Locate existing water utilities and collect valve elevations.
5. Coordinate with utility owners throughout the design to understand potential impacts and mitigations required by the Project specifically Hurricane City Water Department to ensure consumers water needs are met throughout the project.
6. Coordinate with Hurricane City throughout the design process for JUC approvals.

Geotechnical Investigation – This phase generally includes geotechnical engineering services and investigation for the Project. Specific tasks may include:

1. **Geotechnical Investigation** – In order to characterize subsurface soil conditions, including groundwater and bedrock elevation that may be encountered during construction of the proposed pipeline, Landmark proposes to investigate 8 locations along the alignment. Due to the alignment being located within the roadways, we propose it be investigated with a truck-mounted drill rig. A 10-inch diameter core of the asphalt pavement will be drilled prior to boring with the drill rig. Investigations will be conducted to a depth of 7 feet below the existing ground surface, or until refusal on competent bedrock, depending on subsurface conditions. Investigation locations will be backfilled immediately upon completion of sampling and logging. Investigations in the asphalt pavement will be patched with cold patch the depth of the asphalt. Blue Stakes will be notified of the investigation locations to have utilities located prior to the field investigation. We anticipate that no lane closures will be needed to complete our investigation and therefore our proposed fee does not include cost for traffic control such as flagging. Standard traffic control signs and cones will be provided by Landmark. We anticipate





that a Hurricane City Encroachment permit will be required for this investigation; although, we do not expect a bond to be required and that a fee will be assessed, as we have experienced on similar projects.

2. Laboratory Testing – We anticipate that laboratory testing will include mechanical gradations and Atterberg Limits for soil classification and determine suitability of the soils to be used as backfill for the trenches. We will conduct laboratory soil resistivity, pH, and soluble sulfate content will be determined on 2 samples to aid in determining the corrosion potential of the soils.
3. Geotechnical Investigation Report – Landmark Testing & Engineering will issue a final report that will include:
 - a. Site map showing the project layout with investigation locations.
 - b. Investigation logs that will include sampling method, sample locations, soil descriptions and classifications, depth to water (if encountered), and depth of bedrock (if encountered).
 - c. Soil/bedrock classification and terminology chart for the logs.
 - d. Site geology of the soils along the pipeline and irrigation alignments.
 - e. Results of laboratory tests.
 - f. Soil resistivity and corrosion potential.
 - g. Trench excavation equipment recommendations.
 - h. Trench backfill recommendations.
 - i. Earthwork recommendations including excavation requirements, use of on-site materials earthwork specifications, and compaction requirements.

Engineering Design – This phase generally includes completion of engineering design and preparation and of a bid package for the improvements to be issued for public bid. Specific tasks may include:

1. Meet with the District as required to review goals, objectives, scope and schedule for the Project. It is anticipated that these meetings will occur at project kickoff, 30%, 60%, 90% and final design reviews.
2. Provide project management including accounting, internal coordination meetings, progress reporting, active communication, informal weekly coordination via phone calls, emails, screen share with the District and/or stakeholders.
3. Provide project coordination with stakeholders for the Project including Hurricane City, Ash Creek Special Service District, Hurricane Power and others as the District sees fit through the design.
4. Collect and review data pertinent to the design, including as-builts supplied by the District for the existing waterline.
5. Prepare project design criteria for the project that summarizes all design concepts, sizing, material capacities, and analyses for preliminary engineering design (30%). This document may be in an outline form as part of the final construction drawings or in memorandum form and will include a request to the District for concurrence with its contents.
6. Evaluate utilities, utility corridors, and project components to establish alignment and profile for the Project based on the project design criteria. Coordinate and plan for connections to existing utilities, and surrounding infrastructure. Provide calculation as necessary.





7. Provide and complete engineering calculations and accomplish detail design, finalize incorporation into the contract documents, construction drawings, and specifications to show the character and scope of work to be performed by contractors on the Project.
 - a. Construction drawings are anticipated to include: cover sheet, general sheets, survey control plan, demolition plan, plan and profile sheets, and detail sheets.
 - b. Special provision specifications are anticipated to supplement the District's standard specification if needed.
8. Prepare and provide bidding documents for the project for both a material bid and labor bid that will include a bid schedule and measurement and payment.
9. Prepare and provide contract documents to supplement the Districts standards as required.
10. Prepare and provide an engineer's opinion of cost for 30%, 60%, 90% and final design
11. Submit final bid packages to the District and stakeholders for final review.
12. Address up to one (1) round of comments from the District and stakeholders and prepare final documents for signature and reproduction.

Bid Phase Services – The bid phase generally includes assisting the District with securing an agreement with a contractor for the work contemplated in the bid package, specific tasks may include:

1. Receive requests from suppliers and/or contractors, distribute plans and maintain plan holders list.
2. Answer bid phase questions received by contractors and/or suppliers.
3. Prepare and issue addenda as necessary to clarify, correct or modify the bid package.
4. Evaluate and determine the acceptability of "or equal" and substitute materials.
5. Provide assistance in review of the bids with prospective suppliers and/or contractors and their qualifications.
6. Issue a bid tabulation and recommendation for award.
7. Participate in a pre-bid meeting and bid opening.
8. Assist in reviews of bonds and insurance with awarded supplier and/or contractor.

Construction Phase Services – The construction phase generally includes assisting the District with administration of the construction contract following execution of the agreement with a contractor. The District will perform half time of the day-to-day inspection services and may need assistance with technical reviews, observations, and recommendations on an as-needed basis. The construction period is assumed to be 4 months or 120 days. Specific tasks may include:

1. Participate in a pre-construction meeting and answer questions relative to expectations of the contractor, clarify drawings and specifications, etc.
2. Attend and conduct weekly progress meetings, as requested.
3. Administer contract documents, preparation of change orders, work change directives, field orders etc.
4. Receive, review and determine acceptability of any submittals including schedules that the Contractor is required to submit.
5. Provide clarifications and/or interpretations to the Contract Documents, Drawings, and Specifications and answer questions related to the work.
6. Issue and prepare Work Change Directives requiring minor changes in the work.





7. Recommend and prepare Change Orders, as appropriate.
8. Review and approve or take other appropriate action with respect to shop drawings, samples, submittals and other required shop drawings, samples, and other required Contractor submittals.
9. Review certificates of inspections, tests, and approvals.
10. Review and prepare Contractor's application for payments and accompanying supporting documentation with assistance from City staff.
11. Prepare and issue punchlists, notices of defective work, and Notice of Substantial Completion as required with assistance from City staff.
12. Prepare and issue Notice of Final Acceptance and recommend final payment to the Contractor.
13. Provide periodic site visits as the engineer of record to review site conditions and status of work, and review compliance of work completed with the requirements of the drawings and specifications, as requested.
14. Provide half-time construction inspection / observation of the work at the site during construction of the Project.
15. Provide construction staking for the proposed waterline alignment.
16. Provide contract record drawings based upon information provided by the District's inspector and the contractor's as-builts and other project closeout documents.

Construction Material Testing – Provide construction materials testing for construction of the project. We intend on using Landmark Testing and Engineering to complete this portion of the work and the fees are based on the following assumptions:

1. Project duration of 4 months with an estimate of 100 feet of trench per day and a maximum of one site visit per day. Typical work week is Monday – Friday, 6:30am to 5:00 pm
2. Typed copies of testing and inspection will be distributed weekly or within 24 hours upon request.
3. Fees based on estimated number of trips as shown and similar projects with the District and Landmark's Rates are shown below:

Soils Technician, Hours	128	\$ 60.00
Moisture Density Relationship, Each	4	\$ 135.00
Sieve Analysis, Each	4	\$ 67.00
Atterberg Limits, Each	4	\$ 62.00
Concrete Technician, Hours	9	\$ 60.00
Concrete Cylinders, Set of 4	3	\$ 76.00
Asphalt Technician, Hours	10	\$ 60.00
Asphalt Content/ Gradation	2	\$ 135.00
Mileage	1,700	\$ 0.75
Project Manager, Hours	12	\$ 95.00
Administrative Assistant, Hours	3	\$ 40.00
Final Report, Each	1	\$ 250.00



FEE PROPOSAL

CS proposes to complete the Scope of Work outlined above as follows:

Phase Description	Fee	Fee Type	Comments
Design Survey	\$10,800	Lump Sum	
Utility Mapping & Coordination	\$9,900	Lump Sum	
Geotechnical Investigation	\$8,100	Lump Sum	Performed by Landmark Testing & Engineering
Engineering Design	\$129,600	Lump Sum	
<i>Subtotal</i>	<i>\$158,400</i>	<i>Lump Sum</i>	
Bid Phase Services	\$15,000	Hourly	Based on one (1) material bid and one (1) construction labor bid
Construction Phase Services	\$68,200	Hourly	Based on 120 day or 18 weeks construction period ~ 560 man hours
Construction Material Testing	\$15,100	Hourly	Performed by Landmark Testing & Engineering
<i>Subtotal</i>	<i>\$98,300</i>	<i>Hourly</i>	
Total	\$256,700		

Professional fees shown are not to exceed unless upon written authorization from the District. Professional services rendered for the Hourly Fee Type will be completed by CS at the rates and fees given in the attached Exhibit B. A detailed work breakdown structure is attached as Exhibit C including line item costs and hourly rates of the personnel anticipated for the Project.

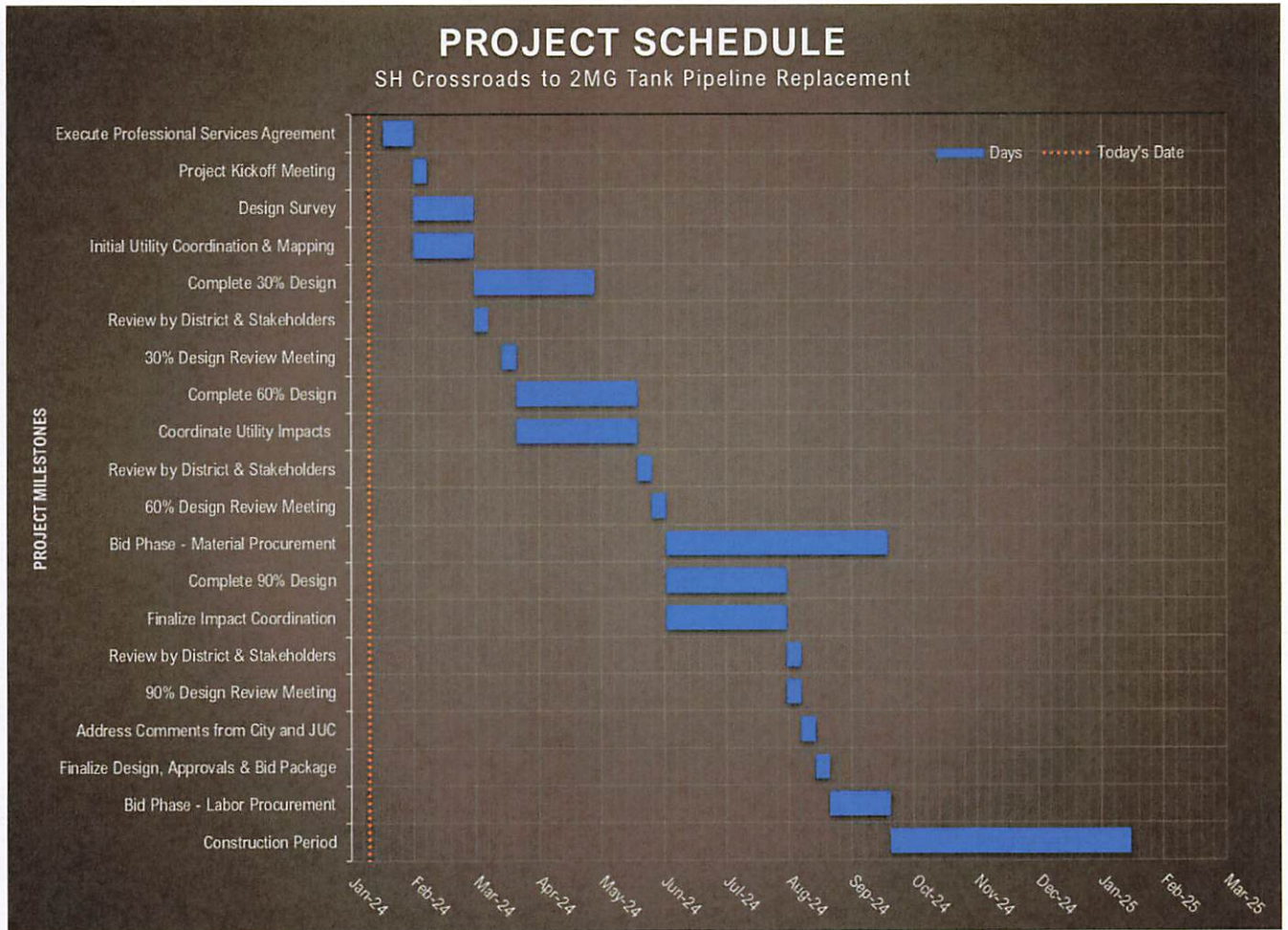


SCHEDULE

CS understands the importance of maintain a project schedule and we are confident in our ability to provide these services according to the District’s desires. We anticipate completion of the following milestones for the project:

1. Material Bid and Procurement – October 2024
2. Completion of Design & Construction Documents – September 2024
3. Construction Period – October 2024 to February 2024

Also, upon award we can meet with the District to further discuss timelines and schedule and adjust as necessary.



3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P | (801) 768-7200 | F | (801) 768-7201

1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
P | (435) 986-0100

405 Main Street, Ste. 975
Salt Lake City, UT 84111
P | (801) 768-7200





ASSUMPTIONS / EXCLUSIONS

The following assumptions / exclusions apply to the terms and condition of this proposal:

1. Based on preliminary engineer's opinion of cost, the overall project cost is approximately \$3M see attached Exhibit D.
2. Construction Drawings are anticipated to have approximately 30 sheets and details will be updated from the Leeds Pipeline project for this Project.
3. Agency fees related to the permitting will be paid for by the District.
4. The contractor will be required to provide all temporary controls (SWPPP, traffic control, etc.) as part of the construction contract and therefore is not included in the engineering design.
5. Sizing of the waterline and associated pressure ratings will be based upon the District's direction, no hydraulic analysis to water model or verify line size is assumed.
6. Subsurface utility investigation will be conducted based on a level B, which includes a request for mapping, utilities as apparent in the field and a request for blue staking from the District. No level A investigation (vertical exploration or potholing) is anticipated and will be left to the Contractor / District.
7. Completing property surveys, property plats, property descriptions, easements, rights-of-way and abstracting. It is assumed all improvements fall within an existing easement / right-of-way.
8. All temporary construction permitting such as UPDES, encroachment permits, building permits, etc. shall be completed by the contractor and shall be part of the final bid package and construction cost.
9. CS may use sub-consultants and others as may be required to complete a portion of the Scope of Work outlined above upon approval from the District.
10. Advertisement of the project and the associated fees shall be paid for and completed by the District.
11. Assistance with bid protests, rebidding, or renegotiating contract for construction, materials, equipment, or services are specifically excluded.
12. Searching out property owners and negotiating for easements, land or rights-of-way, etc.
13. Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
14. Where this is a maintenance project for the District, no coordination or project approval is assumed with UDEQ as was the case on the prior project.

If the District chooses to move forward with the Project, we would recommend execution of a contract based on this Proposal in a format agreeable to both parties. We appreciate the opportunity to work with the District on this and other projects. Please call me at (435) 773-3120 with any questions or concerns.

Respectfully,



Cody Howick, PE
Office Manager, Associate



Exhibit B – CS Standard Hourly Rates and Fee Schedule (UT01/2023)

LABOR RATES – Services provided by CS personnel will be invoiced at the hourly rates identified below:

Labor Category	Hourly Labor Rate ¹	Labor Category	Hourly Labor Rate ¹
Technician I	\$85.00	Survey I	\$84.00
Technician II	\$95.00	Survey II	\$99.00
Technician III	\$109.00	Survey III	\$115.00
Technician IV	\$123.00	Survey IV	\$137.00
Technician V	\$136.00	Survey V	\$159.00
Technician VI	\$171.00	Survey VI	\$169.00
Engineer I	\$109.00	Sr. Survey	\$215.00
Engineer II	\$129.00	Survey Crew – 1-Man	\$134.00
Engineer III	\$146.00	Survey Crew – 2-Man	\$204.00
Engineer IV	\$160.00	Landscape Architect I	\$89.00
Engineer V	\$171.00	Landscape Architect II	\$107.00
Engineer VI	\$192.00	Landscape Architect III	\$124.00
Sr. Engineer	\$229.00	Landscape Architect IV	\$141.00
Admin I	\$70.00	Sr. Landscape Architect	\$159.00
Admin II	\$87.00	Visual Designer	\$136.00
Admin III	\$106.00	Project Manager I	\$141.00
Admin IV	\$134.00	Project Manager II	\$159.00
Admin V	\$156.00	Project Manager III	\$178.00
Admin VI	\$219.00		

DIRECT REIMBURSABLE RATES:

Mileage	\$ 0.655 /mile (IRS std.)
Full Day Per-Diem (as necessary and agreed upon)	\$ 59 /person/day (IRS std.)
Partial Day Per-Diem (as necessary and agreed upon)	\$ 44.25 /person/day (IRS std.)
Lodging (as necessary and agreed upon)	\$ Cost/Night + 15% Mark Up
Outside Consultants / Subconsultants	\$ Cost + 15% Mark Up
Other Expenses or Direct Costs Occurred	\$ Cost + 15% Mark Up

TIME CHARGES: Time reporting for all office personnel is based upon actual time in office. Time reporting for all field work is based upon actual field work plus travel time to and from assigned office location. Time billed in 15 minutes increments.

AUDIT PRIVILEGES: All job audit privileges of CLIENT will extend only to review, and approval of monthly invoices submitted by CS to CLIENT. Invoices prepared and submitted by CS will include copies of source documents of all expenditures including: time, travel, subcontracts, supplies, equipment, materials, or premiums. The CLIENT may review, debate, or qualify items for payment at the time of invoice review and approval and payment of invoice. CLIENT waves post job audit privileges beyond invoice approval. CS will not retain job related support documents or any other billing documents beyond the periodic period, review period, and collection by CS of invoices submitted.

ESTIMATES: Estimates are provided to the CLIENT for budgeting purposes only and are not an agreement by CS to perform the services for a lump-sum, fixed fee, or not to exceed price unless otherwise provided for in the contract. CS reserves the right to change rates used on rate-based reimbursable contracts.

¹ Rates change annually at beginning of year and may change on other occasions



	Hours	Total	Labor	Expense	Subconsul	Engineer VI	Engineer IV	Engineer III	Engineer III	Engineer II	Engineer I	Survey VI	Survey III	Man	Technician IV	Technician II
						\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	27	\$ 3,800	\$ 3,647	\$ 131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 507	\$ 460	\$ 2,680	\$ -	\$ -
	22	\$ 3,000	\$ 2,890	\$ 66	\$ -	\$ -	\$ -	\$ 292	\$ -	\$ -	\$ -	\$ 338	\$ 920	\$ 1,340	\$ -	\$ -
	30	\$ 4,000	\$ 3,994	\$ -	\$ -	\$ -	\$ -	\$ 292	\$ 1,460	\$ -	\$ -	\$ 338	\$ 920	\$ -	\$ 984	\$ -
	22	\$ 3,200	\$ 3,212	\$ -	\$ -	\$ -	\$ -	\$ 3,212	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	32	\$ 4,300	\$ 4,276	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 676	\$ 920	\$ 2,680	\$ -	\$ -
	18	\$ 2,400	\$ 2,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,460	\$ -	\$ -	\$ 8	\$ 920	\$ -	\$ -	\$ -
	0	\$ 8,100	\$ -	\$ -	\$ 8,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ct Data (30%)	12	\$ 2,000	\$ 1,936	\$ 66	\$ -	\$ 768	\$ -	\$ 1,168	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stakeholders (30%)	40	\$ 5,800	\$ 5,736	\$ 33	\$ -	\$ 1,536	\$ -	\$ 3,504	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
nteria (30%)	49	\$ 6,700	\$ 6,712	\$ -	\$ -	\$ 192	\$ 640	\$ 1,752	\$ -	\$ 4,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ment & Profile (30%)	89	\$ 12,100	\$ 12,072	\$ 33	\$ -	\$ 192	\$ 640	\$ 1,752	\$ -	\$ 4,128	\$ -	\$ 32	\$ 4,128	\$ -	\$ 40	\$ 5,360
	52	\$ 7,000	\$ 6,976	\$ -	\$ -	\$ -	\$ 4	\$ 584	\$ -	\$ 1,032	\$ -	\$ 8	\$ 1,032	\$ -	\$ -	\$ 40
	10	\$ 1,300	\$ 1,324	\$ -	\$ -	\$ -	\$ -	\$ 292	\$ -	\$ 1,032	\$ -	\$ 8	\$ 1,032	\$ -	\$ -	\$ -
ts (30%)	6	\$ 1,000	\$ 968	\$ -	\$ -	\$ 384	\$ -	\$ 584	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	10	\$ 1,300	\$ 1,324	\$ -	\$ -	\$ -	\$ -	\$ 292	\$ -	\$ 1,032	\$ -	\$ 8	\$ 1,032	\$ -	\$ -	\$ -
iders	18	\$ 2,900	\$ 2,904	\$ -	\$ -	\$ 1,152	\$ -	\$ 1,752	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ly Mitigation	64	\$ 9,700	\$ 9,608	\$ 98	\$ -	\$ 3,072	\$ -	\$ 5,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	102	\$ 13,900	\$ 13,880	\$ 33	\$ -	\$ 384	\$ 640	\$ 2,336	\$ -	\$ 5,160	\$ -	\$ 40	\$ 5,160	\$ -	\$ -	\$ 40
	62	\$ 8,600	\$ 8,520	\$ 33	\$ -	\$ 384	\$ 640	\$ 2,336	\$ -	\$ 5,160	\$ -	\$ 40	\$ 5,160	\$ -	\$ -	\$ -
	220	\$ 29,300	\$ 29,318	\$ -	\$ -	\$ 384	\$ 640	\$ 2,920	\$ -	\$ 7,740	\$ 872	\$ 2	\$ 338	\$ -	\$ 984	\$ 16,080
	55	\$ 7,200	\$ 7,178	\$ -	\$ -	\$ 192	\$ -	\$ 2,336	\$ -	\$ 4,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	55	\$ 7,200	\$ 7,178	\$ -	\$ -	\$ 192	\$ -	\$ 2,336	\$ -	\$ 4,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	55	\$ 7,200	\$ 7,178	\$ -	\$ -	\$ 192	\$ -	\$ 2,336	\$ -	\$ 4,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Manual	55	\$ 7,200	\$ 7,178	\$ -	\$ -	\$ 192	\$ -	\$ 2,336	\$ -	\$ 4,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	10	\$ 1,300	\$ 1,324	\$ -	\$ -	\$ -	\$ -	\$ 292	\$ -	\$ 1,032	\$ -	\$ 8	\$ 1,032	\$ -	\$ -	\$ -
	12	\$ 1,900	\$ 1,936	\$ -	\$ -	\$ 768	\$ -	\$ 1,168	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	24	\$ 3,200	\$ 3,232	\$ -	\$ -	\$ -	\$ -	\$ 1,168	\$ -	\$ 2,064	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	62	\$ 7,400	\$ 7,374	\$ 33	\$ -	\$ 768	\$ -	\$ 2,336	\$ -	\$ 3,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	64	\$ 7,600	\$ 7,548	\$ 33	\$ -	\$ 768	\$ -	\$ 2,336	\$ -	\$ 3,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stakeholders	12	\$ 1,900	\$ 1,936	\$ -	\$ -	\$ 768	\$ -	\$ 1,168	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stakeholders, etc.	44	\$ 7,400	\$ 6,792	\$ 590	\$ -	\$ 1,536	\$ -	\$ 5,256	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	146	\$ 18,500	\$ 18,496	\$ -	\$ -	\$ 768	\$ -	\$ 7,008	\$ -	\$ 72	\$ 7,848	\$ -	\$ 460	\$ 2,412	\$ -	\$ -
1/2 time)	360	\$ 40,400	\$ 39,240	\$ 1,179	\$ -	\$ -	\$ -	\$ 39,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ 15,100	\$ -	\$ -	\$ 15,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	1784	\$ 256,700	\$ 231,089	\$ 2,328	\$ 23,183	\$ 14,400	\$ 2,560	\$ 56,648	\$ 2,920	\$ 44,892	\$ 54,064	\$ 2,197	\$ 4,600	\$ 9,112	\$ 1,968	\$ 32,160

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
SH CROSSROADS TO 2MG TANK PIPELINE REPLACEMENT
 January 11, 2024



EXHIBIT D - ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	1	LS	\$ 205,000.00	\$ 205,000.00
2	Project Sign & Record Documents	1	LS	\$ 5,000.00	\$ 5,000.00
3	Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00
4	Temporary Controls	1	LS	\$ 20,000.00	\$ 20,000.00
5	Coordination	1	LS	\$ 10,000.00	\$ 10,000.00
6	Connections, Disinfection, & Testing	1	LS	\$ 25,000.00	\$ 25,000.00
7	Remove Existing Pipe	6200	LF	\$ 8.00	\$ 49,600.00
8	Asphalt Removal and Replacement	2500	SY	\$ 65.00	\$ 162,500.00
9	Install 24" DIP	6200	LF	\$ 275.00	\$ 1,705,000.00
10	Install 1-1/4" Conduit w/ Boxes	2600	LF	\$ 7.00	\$ 18,200.00
11	Pavement Marking Paint	1	LS	\$ 5,000.00	\$ 5,000.00
				Subtotal	\$ 2,255,300.00
				Contingency & Items Not Estimated	20% \$ 451,060.00
				Construction Total	\$ 2,706,360.00
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey		LS	\$ 10,800.00	\$ 10,800.00
2	Utility Mapping & Coordination		LS	\$ 9,900.00	\$ 9,900.00
3	Geotechnical Investigation		LS	\$ 8,100.00	\$ 8,100.00
4	Engineering Design	4.37%	LS	\$ 129,600.00	\$ 129,600.00
5	Bid Phase Services		HR	\$ 15,000.00	\$ 15,000.00
6	Construction Phase Services		HR	\$ 68,200.00	\$ 68,200.00
7	Construction Material Testing		HR	\$ 15,100.00	\$ 15,100.00
8	Miscellaneous Services		EST	\$ 5,000.00	\$ 5,000.00
				Subtotal	8.8% \$ 261,700.00
				PROJECT TOTAL	\$ 2,968,060.00

Disclaimer:

This Engineer's Opinion of Cost (EOC) is made on the basis of Engineer's experience, qualifications, general familiarity with the construction industry and represents the Engineer's best judgement as an experienced and qualified professional. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer.

Notes:

- 1 - Quantities shown in the EOC are purely estimates based off a concept design. Quantities may be refined as design progresses.
- 2 - Unit costs are our best estimates based on similar projects. These costs are not guarantees. A number of factors may affect these costs when ultimately priced by a contractor.
- 3 - The EOC does not include fees that may be charged by the Owner such as impact fees, building permit fees, review fees, etc.
- 4 - LS = Lump Sum; EA = Each; SF = Square Feet; SY = Square Yard; AC = Acre; LF = Linear Feet; CY = Cubic Yard; TON = Ton; GAL = Gallon; DAY = Day; HR = Hour; EST = Estimate

**RESOLUTION
GOVERNMENTAL ENTITY**



GOVERNMENTAL ENTITY NAME AND ADDRESS

Washington County Water Conservancy Dis
533 E Waterworks Dr.
St. George, UT 84770

Initial Resolution.

DATE OF RESOLUTION	ACCOUNT NUMBER	Tax Identification Number
January 17, 2024	DD 51022887	XX-XXX8867

By signing below, I certify to CCBank ("Financial Institution") that: I am the Certifier of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of Utah; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on January 4, 2024 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 01
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01
- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.



AUTHORIZED SIGNER'S POWERS. Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Entity, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.







WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.

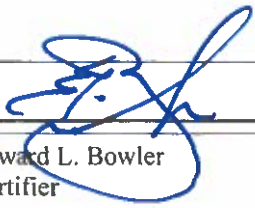


DESIGNATION OF AUTHORIZED SIGNERS

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
Brock R. Belnap Associate General Manager		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
Edward L. Bowler Member		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
Melinda A. Mees Executive Assistant and Records manager		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
Zachary Renstrom General Manager		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
Jodi Richins General Counsel		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
Jacob Sullivan Treasurer/Budget and Finance Manager		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.



 1.17.24

Edward L. Bowler
Certifier

Date





Water Efficiency Program Update

January 17, 2024

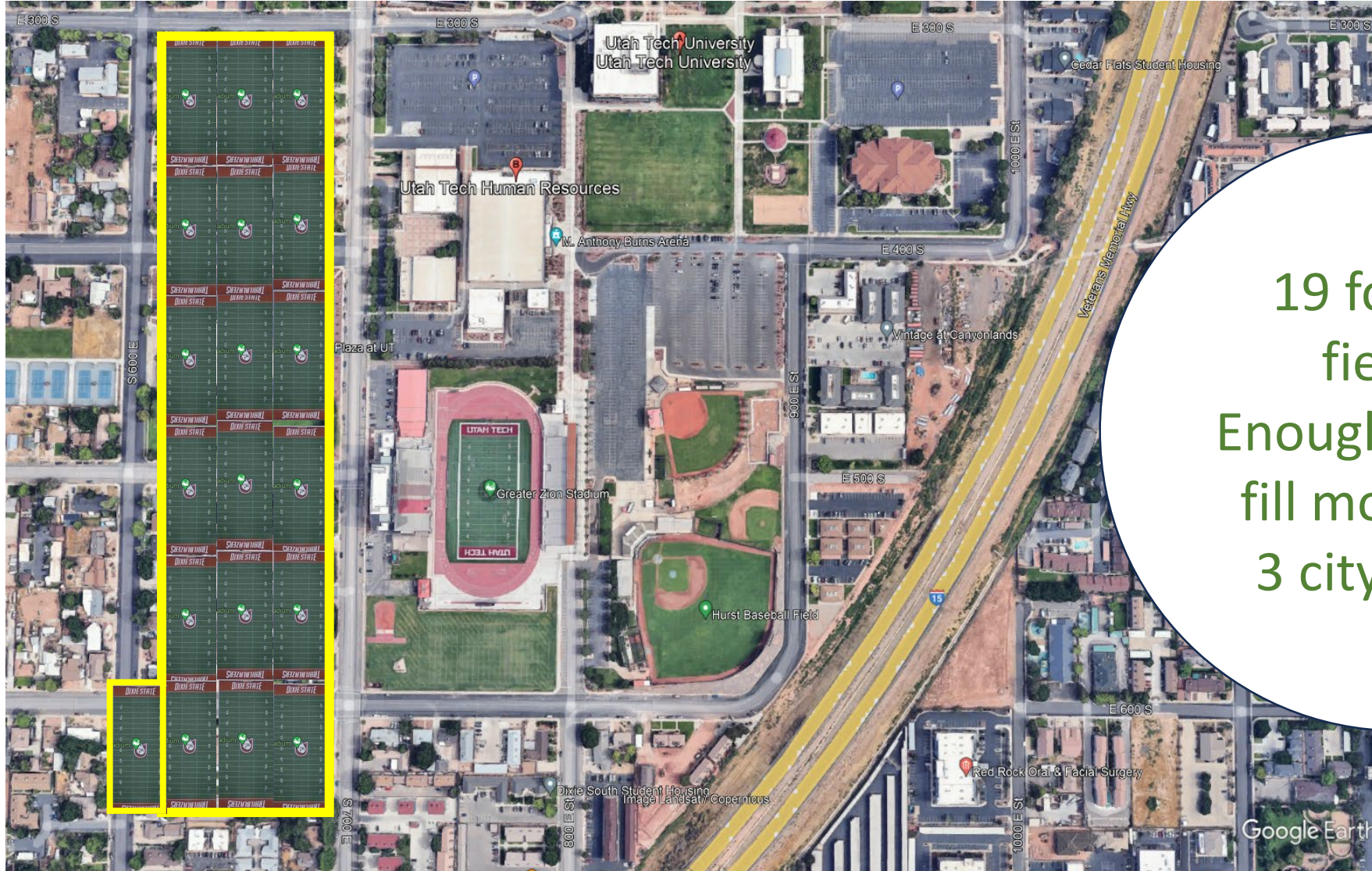
Program Progress



- 1,078,000 square feet of conversion
- \$1.95M expended (\$4.9M economic activity)
- 48.5 million gallons annual savings (149 Acre-foot).
- Average water development cost of \$6,473 per acre-foot (after state subsidy).
- 689 Projects in progress (1.1 M square feet potential).



Program Progress



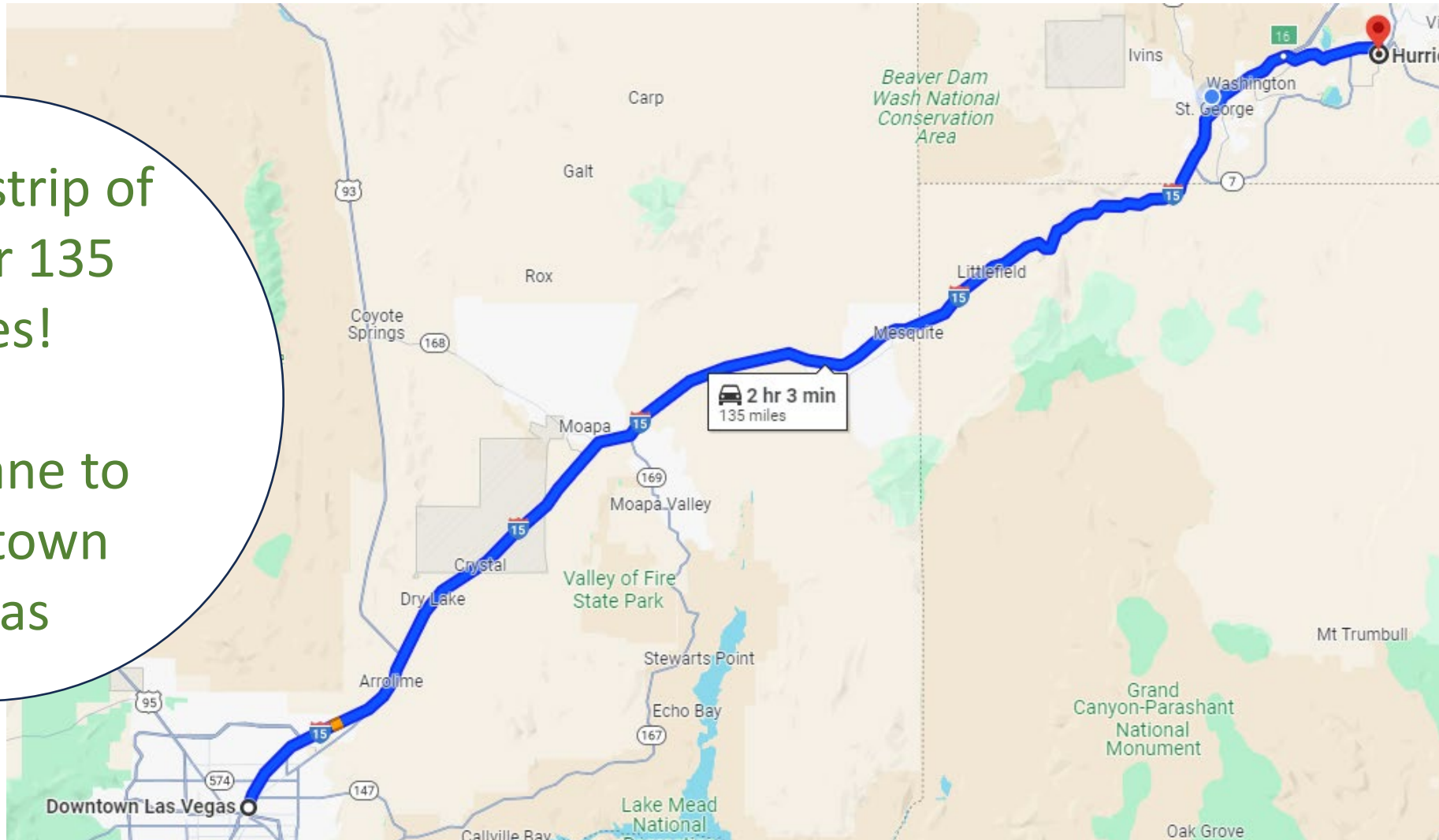
19 football fields:
Enough lawn to fill more than 3 city blocks



Program Progress

An 18" strip of
sod for 135
miles!

Hurricane to
downtown
Vegas



Water Efficiency Standards Update



- **Hurricane City** – Fully adopted
- **Ivins** - Fully adopted
- **La Verkin** - Fully adopted
- **Washington City** – Fully adopted
- **Washington County** – Fully adopted

March 31 Deadline for WELP eligibility

- **Toquerville** – Adoption tonight.
- **St. George** – Pending scheduling.
- **Santa Clara** - Pending scheduling.



Gardens Consolidation



- Conjunctively manage both gardens.
- Optimize staff resources.
- Improve conservation impact.
- Diversify work experience & expertise for all team members.
- Evaluate capital improvements.
- Amplify visitor experience.
- Strengthen the district's presence.



QUESTIONS?

Doug Bennett

Conservation Manager

Washington County Water Conservancy District

435-673-3617

doug@wcwcd.org

