



BOARD OF TRUSTEES PUBLIC MEETING

Meeting date: February 5, 2024
Time: 6 p.m.
Location: 533 E. Waterworks Dr., St. George, UT 84770
Participants: Board members including Ed Bowler, Kress Staheli, Chris Hart, Adam Bowler, and Kevin Tervort. Michele Randall and Victor Iverson were not present. District staff included Zach Renstrom, general manager; Mindy Mees, secretary; Jodi Richins; attorney, Brie Thompson, Corey Cram, and Brock Belnap; associate general managers. Other meeting attendees are noted on the attached sign-in sheet.

Consider approval for project management consulting contract with Brett John

General Manager Zach Renstrom explained that the district is looking at some different options on how to run some projects that are not necessarily in the core function but still need to be done. For example, the district recently received a grant for a pipeline project near the Cottom Well tanks. The district would like to hire an outside project manager to oversee the entire project, including a design engineer, selecting a construction company, managing construction, and bringing the project to the board for approval. If this experiment works well, the district may use outside project managers more frequently. Because of his thirty-year experience with the local community, Mr. Renstrom recommended that the Board approve an hourly rate contract with Brett John to manage the pipeline project.

Chris Hart made a motion to approve the consulting contract with Brett John for project management, the motion was seconded by Kevin Tervort, and all voted aye.

Consider approval of procurement for outside legal counsel

District General Counsel Jodi Richins explained the district is proposing procurement for outside legal counsel with six law firms. The six firms are Parr Brown Gee & Loveless, Snow Christensen & Martineau, Perkins Coie LLP, Parsons Behle & Latimer, Holland Hart, and Jenkins Bagley Sperry, PLLC. They will perform all ranges of legal services for the district. These firms will augment internal resources as the district implements the 20-year plan with its many projects that need contracting and procurement. The District has existing relationships with five of the six firms. Jenkins Bagley Sperry is the only firm that does not currently represent the district in some form.

Kress Staheli made a motion to approve the procurement for outside legal counsel, the motion was seconded by Adam Bowler, and all voted aye.

Consider approval of Anderson Junction property purchase

Project Manager Trinity Stout reported that the District has been working with Rocky Mountain Power to purchase 3.09 acres of land in Anderson Junction that is needed for Chief Toquer Reservoir. The purchase price for the land was negotiated at \$189,000 per acre, with an additional 33% reduction to retain an easement over seventy-five feet on the east side of that property for an overhang easement for future power line.

Kress Staheli made a motion for the District to enter into an agreement with Rocky Mountain Power for the purchase of 3.09 acres with the purchase price of \$545,503, the motion was seconded by Kevin Tervort, and all voted aye.

Consider approval for UDOT's requested land easement near Quail Creek State Park

Associate General Manager Brie Thompson reported UDOT is requesting to purchase a perpetual non-exclusive easement to add a right-hand turning lane to Quail Creek State Park. The easement is on district property that is within the State Park. The requested easement is .358 acres at a proposed purchase price of \$45,700. The appraisal was done by Johnson Appraisal. The appraised value is 75% of the per acre value of \$170,205. District staff have looked at the land and determined that the district does not need it, but the district would still retain the right to put utilities within that area. The district's legal department reviewed the easement and real estate purchase contract and suggested some changes to the contract. District staff recommends that the Board approve UDOT's request subject to the changes suggested by the district's legal counsel.

Chris Hart made a motion to approve the sale of .358 acres of land near Quail Creek State Park for the purchase price of \$45,700 to UDOT subject to the contract changes recommended by district counsel, the motion was seconded by Adam Bowler, and all voted aye.

Consider approval of bid for office remodel

Office Manager Melanie Hansen presented the bid for the office remodel. The primary reasons for the office remodel are focused on improving security on the main floor and creating additional office space. The District issued requests for statements of qualifications to various contractors, and the sole response came from Grass Creek Construction. The District then sent an invitation to bid to Grass Creek Construction, and they responded with a bid.

Ms. Hansen presented an overview of the proposed changes to each floor of the building that would occur in the remodel.

Mayor Staheli commented that he likes the design of the boardroom on the main floor.

In response to a question from Mayor Hart, Mr. Renstrom explained that the main purpose of the remodel is to address security concerns in the lobby and boardroom. But the remodel provides an opportunity to convert under-used space to additional office space to accommodate projected growth.

Kress Staheli commented that Washington City used Grass Creek Construction for a new build. Mayor Staheli said that Grass Creek did an excellent job, were exceptionally good to work with, and have a reputation of being fair and honest.

In response to a question from Chair Ed Bowler, Mayor Hart said that factors such as the disruption caused, time consumption, and current labor market conditions as well as the involvement of various trades and specialized labor can indeed contribute to higher costs of remodel projects. Mayor Hart commented that it was positive that the bid process was conducted in a blind way, with the contractors invited to qualify themselves before bidding.

Kress Staheli made a motion to approve the office interior remodel and the bid is awarded to Grass Creek Construction in the amount of \$1,017,905.66, the motion was seconded by Kevin Tervort, and all voted aye.

Consider approval of P-card for new employee Julia Crystal

General Manager Zach Renstrom explained that the district has a new employee Julia Crystal that will need a purchasing card (P-Card). The district's policy requires Board Approval for the issuance of p-cards to employees. Mr. Renstrom recommended that the Board approve p-cards for Julia Crystal.

Chris Hart made a motion to approve the P-card for Julia Crystal, the motion was seconded by Adam Bowler and all vote aye.

Consider approving resolution deeming certain improvements to be part of the System under the RWSA

General Counsel Jodi Richins explained that this resolution is a supplemental resolution to one that was passed by the Board on July 10th of 2023, where the Board authorized the issuance and sale of \$20,000,000 of water revenue bonds. According to Bond Counsel, the district needs to have something to secure those bonds. The bonds will be used to purchase water rights in various locations in the county that are outside of the regional system. The Regional Water Supply Agreement (RWSA) allows for things to be included in the system if the Board designates the assets as part of the system by resolution. The intent of this resolution is to define water rights purchased in areas located outside of RWSA communities as components of the RWSA system for purposes of bonding only.

Adam Bowler made a motion to approve the resolution designating certain improvements to be part of the Regional Water System, the motion was seconded by Chris Hart, and a roll call vote was taken as follows:

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

Manager's report

Mr. Renstrom reported that all reservoirs are essentially 100% full. Currently, there is excess water that is being dumped. If the district had additional reservoirs, it could store more water today. Even though surplus water is being released, it is being used to generate hydroelectricity, providing a source of revenue.

Annual Commitment of Ethical Behavior Form

Mr. Renstrom explained the board members are required yearly to sign the commitment of ethical behavior form, which is part of the district's Fraud Assessment. The policy states that each Board member shall annually make a statement in writing committing to the district's policies regarding conflicts of interest and ethical behavior set forth in the "Ethical Behavior," "Conflicts of Interest Disclosure," and "Prohibited Activities" sections of the district's Personnel Policy and Procedure Manual.

Conflict-of-Interest Disclosure

Mr. Renstrom explained that the conflict-of-interest disclosure needs to be updated in case anything has changed since last year. The conflict-of-interest rules require every Board member who is an officer, director, agent, employee, or the owner of a substantial interest in any business entity which is regulated by or does business with the district to disclose any such position held and the precise nature and value of the member's interest on conflict-of-interest disclosure forms.

Mr. Renstrom distributed the ethical behavior and conflict of interest forms and asked the Board members to return completed forms to the Board's secretary.

Consider approval of January 17, 2024, board meeting minutes

Chris Hart made a motion to approve January 17, 2024, minutes, the motion was seconded by Kevin Tervort, and all vote aye.

In response to a question from Karen Goodfellow with Conserve Southwest Utah regarding the availability of audio recordings of Board meetings, Mr. Renstrom said that in accordance with state law, the district records public meetings and the recordings are available to the public.

The meeting was adjourned upon motion.


Secretary



NON-STANDARD PROCUREMENT STATEMENT

The Washington County Water Conservancy District (district) has determined that a contract for Consulting Project Management Services will be awarded to Black Ridge Consulting Group as a non-standard procurement agreement because pursuant to rules adopted by the district under Utah Code Section 63G-6a-802, making the award through a standard procurement process would be impractical and not in the best interest of the district due to the following circumstance(s):

- The contract is for professional services and will be negotiated on the basis of demonstrated competence and qualification and at a fair and reasonable price. See Utah Code Section 63G-6a-802(1)(c); WCWCD Administrative Policy 5.3.3(d).
- It is not practicable or advantageous for the district to procure the service through a standard procurement process because Black Ridge Consulting Group has specialized knowledge on project management and is familiar with the District's practices, policies, and projects. Black Ridge Consulting Group (Brett John) has 30 years' experience, and was available on short notice. See Utah Code Section 63G-6a-802(1)(c); WCWCD Administrative Policy 5.3.3(e).

Purchase Amount: \$180/hour

Dated this 2nd day of February 2024,

A handwritten signature in blue ink, appearing to read "Zachary Renstrom".

Zachary Renstrom, General Manager

Procurement Notice

The Washington County Water Conservancy District (district) will award a contract for Consulting Project Management Services on or after February 12, 2024 as a non-standard procurement because pursuant to rules adopted by the district under Utah Code Section 63G-6a-802, making the award through a standard procurement process would be impractical and not in the best interest of the district, as set forth in the Procurement Statement. For more information, contact Trinity Stout at 435-673-3617.



Procurement Memo

To Zachary Renstrom, General Manager
From Trinity Stout, Project Manager
Date February 2, 2024
Subject Procurement of Consulting Project Manager Services

Type of Procurement: Non-Standard Procurement of Service

Item Description: Consulting Project Manager Services

Reason for Procurement: The Project Development Department of the Washington County Water Conservancy District (district) needs to procure this service in order to help manage the planning, design, and construction of a new, unanticipated project that was made possible through a grant from the Governors Office of Economic Opportunity.

Proposed Vendor: Black Ridge Consulting Group

Circumstances for Using Non-Standard Procurement: The circumstances for using a non-standard procurement process and choosing this vendor are described in the attached procurement statement.

Purchase Amount: \$180/hour

The notice of the proposed procurement will be posted on the district's website for 7 days prior to entering into an agreement with the proposed vendor. Utah Code § 63G-6a-802(3)(a.)

Contract Type(s): fixed price

Accounting Code: TBD

Approved:

A handwritten signature in black ink, appearing to read "Zachary Renstrom".

Zachary Renstrom, General Manager

AGREEMENT
(Consulting Project Manager)

This Agreement is made and entered into effective on the 6 day of February 2024, by and between the Washington County Water Conservancy District, a political subdivision of the state of Utah (the “District”), and Black Ridge Consulting Group, LLC, a Utah limited liability company (“Contractor”).

RECITALS

WHEREAS, the District desires to engage a consultant to provide consulting project management services; and

WHEREAS, the Contractor has been selected to perform consulting services to the District as more fully set forth in the Scope of Work, a copy of which is attached hereto and incorporated herein 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 Contractor will perform the services described on 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 Contractor at the rate of one hundred eighty dollars (\$180) per hour, pursuant to monthly invoices submitted by the Contractor. The Contractor will only invoice actual accrued costs. Reasonable out-of-pocket expenses shall be paid as authorized in advance by the District. Copies of receipts for out-of-pocket expenses submitted for payment must be attached to the invoice.. The District will remit payment to the Contractor 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 Contractor that exceeds the amounts specified in the cost estimate, for any specified line item or cumulatively, without an approved addendum to the scope of work and cost estimate.

b. Withholding payment.

The District may, at its option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All 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 Contractor 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 within two (two) years from the date set forth above, provided, however, that an extension of thirty (30) days 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. Contractor 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 Contractor 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 Contractor 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 Contractor by the District. The Contractor 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 Contractor.

5. **Subcontracts.** Unless otherwise provided by the terms of this Agreement, Contractor 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. When authority to subcontract is granted, Contractor 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 Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used. Contractor shall submit the name of each subcontractor which Contractor 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 Contractor in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. The Contractor 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, which shall not be unreasonably withheld. Subject to applicable State and Federal laws, regulations, and contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information.

7. **Confidentiality of Records.** The Contractor 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 Contractor'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 Contractor 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 Contractor to disclose information other than as is set forth in this section, prior to doing so, Contractor shall apply to the District for written permission to make such disclosure.

8. **Record Keeping, Audits, and Inspections.** The Contractor and any Subcontractors 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 Contractor 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. **Payment.** Under no circumstances shall the District authorize payment to the Contractor that exceeds an amount specified in this Agreement without an approved amendment to the Agreement. The District may, at its option, withhold final payment under the Agreement until receipt of all final reports and deliverables.

11. **Recitals.** The Recitals contained in this Agreement are incorporated into the Agreement.

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

13. **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.

14. **Authorization.** Each individual executing this Agreement does 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 where he or she so signs.

15. **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.

16. **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 Utah.

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

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

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

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

26. **Equal Opportunity Clause.** The Contractor 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 or disabilities. Also, the Contractor agrees to abide by any law or executive order that prohibits sexual harassment in the work place.

27. **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.

28. **Assignment.** No rights or obligations of the Contractor 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 Contractor's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

29. **Indemnity Clause.** Contractor agrees to unconditionally and absolutely defend, 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 arising out of the performance of this Agreement but not for claims arising from the District's sole negligence. This indemnification obligation shall survive any termination of this Agreement. The right of indemnification provided herein shall be in addition to any rights to which the District may otherwise be entitled.

30. **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 Contractor, 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, GENERAL MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

BLACK RIDGE CONSULTING GROUP, LLC
ATTN. BRETT JOHN
2519 WEST 1920 NORTH CIRCLE
ST. GEORGE, UT 84770

31. **Term.** The term of this Agreement shall be two (2) years, commencing on the date the Agreement is made, as set forth above, and terminating two (2) years from that date or at such time as all work set forth above is completed, whichever is earlier.

32. **Termination.** Unless expressly stated otherwise herein, 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 to be without prejudice to any claim for damages or other remedy for such breach. 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.

33. **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.

34. **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.

35. **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.


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

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

Exhibit A: Scope of Work

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

BLACK RIDGE CONSULTING GROUP

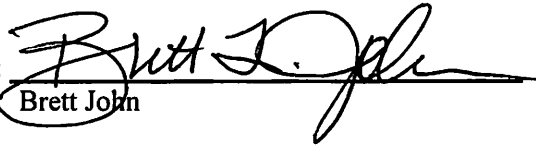
By: 
Brett John

Exhibit A
SCOPE OF WORK

Background:

The Washington County Water Conservancy District recently was awarded a Water Infrastructure Grant through the Governor's Office of Economic Opportunity. The Grant is effective from January 1, 2024 through December 31, 2025.

The proposed water infrastructure project entails running a new, larger diameter pipeline north to south along the frontage road on the western side of I-15 between the Town of Leeds and Anderson Junction. The pipeline will provide redundancy for the existing pipeline on the opposite side of the interstate. This redundancy will allow for uninterrupted service if repair or replacement is needed along this section of the distribution system.

Scope of Work:

The Consulting Project Manager (PM) will work on behalf of the Washington County Water Conservancy District (WCWCD) to procure, lead and manage a team of technical experts to meet the overall project's goals and objectives and will serve as the single point of contact for stakeholder issues. The PM is accountable for the successful planning, execution, monitoring, and closing of the project. As a consultant to the WCWCD, the PM is expected to follow all applicable District Policy and State Code when procuring design, professional, and construction services. Access to all District procurement and contract templates, policies and procedures necessary for the project will be provided. Training on all aforementioned items will be provided as requested to ensure compliance with District Policy and State Code.

In order to deliver the project successfully, the anticipated tasks of the PM include, but are not limited to:

- Coordinate with District Staff for overall planning, schedule, and strategy of the project
- Procure and manage Design Professional to provide design and bid services
- Procure and manage Construction Management Services, including testing services
- Procure and manage Construction Services
- Track Scope, Schedule and Budget of each contract procured throughout the project
- Track grant requirements and work with District Staff to ensure compliance
- Attend regularly scheduled design meetings
- Coordinate bid process with District Staff
- Attend regularly scheduled construction meetings
- Communicate changes in scope, schedule, budget and quality
- Coordinate with District Staff throughout project as necessary
- Other tasks as generally required to successfully deliver the project



Procurement Memo

To Zachary Renstrom, General Manager
From Jodi Richins, General Counsel
Date January 23, 2024
Subject Procurement of Outside Legal Counsel

Type of Procurement: Request for Proposals for Service

Item Description: The district is seeking legal representation for all facets of district work, including but not limited to water law counsel, project and procurement counsel, and general administrative and operations counsel.

Reason for Procurement: The Washington County Water Conservancy District (district) needs to procure this service because its need for legal services is expanding as the number of district projects, facilities, and related administrative work grow.

Review of Vendors: The following firms submitted proposals in response to the district's Request for Proposals. The firms all submitted competitive proposals and the evaluation committee recommends that the district retain all six firms in various capacities.

1. Parr Brown Gee & Loveless (90.6)
2. Snow Christensen & Martineau (90)
3. Perkins Coie LLP (89.6)
4. Parsons Behle & Latimer (87.8)
5. Holland Hart (86)
6. Jenkins Bagley Sperry, PLLC (58.4)

Purchase Amount: Ongoing

Contract Type(s): Billable hours

The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the above contract types. The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting principles, and the use of the above contract types is in the best interest of the district, taking into consideration the criteria set forth in Utah Code Annotated, Section 63G-6a-1205.

Accounting Code: 10-4000-310, 10-400-703, and various project codes

Approved:

Z-DRU 1-23-2024

Zachary Renstrom, General Manager

Procurement of Outside Legal Counsel



REQUEST FOR PROPOSALS PROCUREMENT STATEMENT

The Washington County Water Conservancy District (district) issued a request for proposals for Outside Legal Counsel.

The evaluation committee evaluated the proposals based on the evaluation criteria set forth in the request for proposals. The evaluation committee recommends that the district retain all six firms to each represent the district in various capacities as directed by district general counsel, including but not limited to water law counsel, project and procurement counsel, and general administrative and operations counsel.

This approach provides the best value to the district because each firm submitted competitive proposals demonstrating that it can help the district meet its needs for legal representation.

Dated this 23 Day of January, 2024.

APPROVED:

A handwritten signature in blue ink, appearing to read "Zachary Renstrom", written over a horizontal line.

Zachary Renstrom, General Manager

SBAR Agenda Item #

S

Situation:

The District has been working with Rocky Mountain Power (RMP) to purchase 3.09 acres of land in Anderson Junction that is needed for the future Chief Toquer Reservoir. An original appraisal for the property came in at \$210,000/acre.

RMP is simultaneously working to purchase land from the District for a substation in Virgin. An earlier board meeting established that the sale of the land in Virgin is contingent on the successful purchase of land in Anderson Junction.

B

Background:

Originally, RMP requested to retain a blanket easement over the entire parcel. There was disagreement between parties on value of the retained easement. After working with RMP engineering and planning, the easement has been reduced to only cover 75 ft on the east side and to only be an overhang easement.

The purchase price for the land was negotiated down to \$189,000/acre, with an additional 33% discount for the retained easement.

A

Assessment:

The following summary table shows the acreage and proposed purchase price for consideration and approval:

Appraised Price Per Acre	\$	210,000
Proposed Price Per Acre	\$	189,000
	Land Amount	Purchase Price/ Value \$
Purchase	3.09 ac	\$ 584,010
Retained Easement (33% Discount)	.61 ac	\$ (38,507)
	Total Purchase Price	\$ 545,503

R

Recommendation:

Approve the purchase of 3.09 land from Rocky Mountain Power in Anderson Junction, with RMP retaining an overhang easement for future powerline on the eastern boundary for \$545,503.

Subject	UDOT Easement Request near Quail Creek State Park
Prepared by	Trevor Brown
Date	February 2, 2024

Situation

The Utah Department of Transportation (UDOT) is requesting to purchase a perpetual, non-exclusive easement on district property to add a turning lane to Quail Creek State Park. The requested easement is 0.358 acre, and the proposed purchase price is the appraised value of \$45,700.

Background

UDOT is requesting the easement to widen State Route 318 and add a right-hand turning lane into Quail Creek State Park. UDOT commissioned an appraisal from Johnson Appraisal and is proposing to purchase the easement for the appraised value of \$45,700. The appraised value is 75% of the per acre value of \$170,205. UDOT may use its power of eminent domain if it is unable to acquire the property by negotiation.

The proposed easement is perpetual and non-exclusive. The district would retain the right to grant access to build, install, and maintain public utilities within the easement but would convey all rights to change the vertical distance or grade of land within the easement.

The proposed easement is on property within the state parks boundary. The district has reviewed the easement with the state park, and it is supportive of it.

The district's legal department has reviewed the easement and real estate purchase contract and proposes changes to the contract.

Assessment

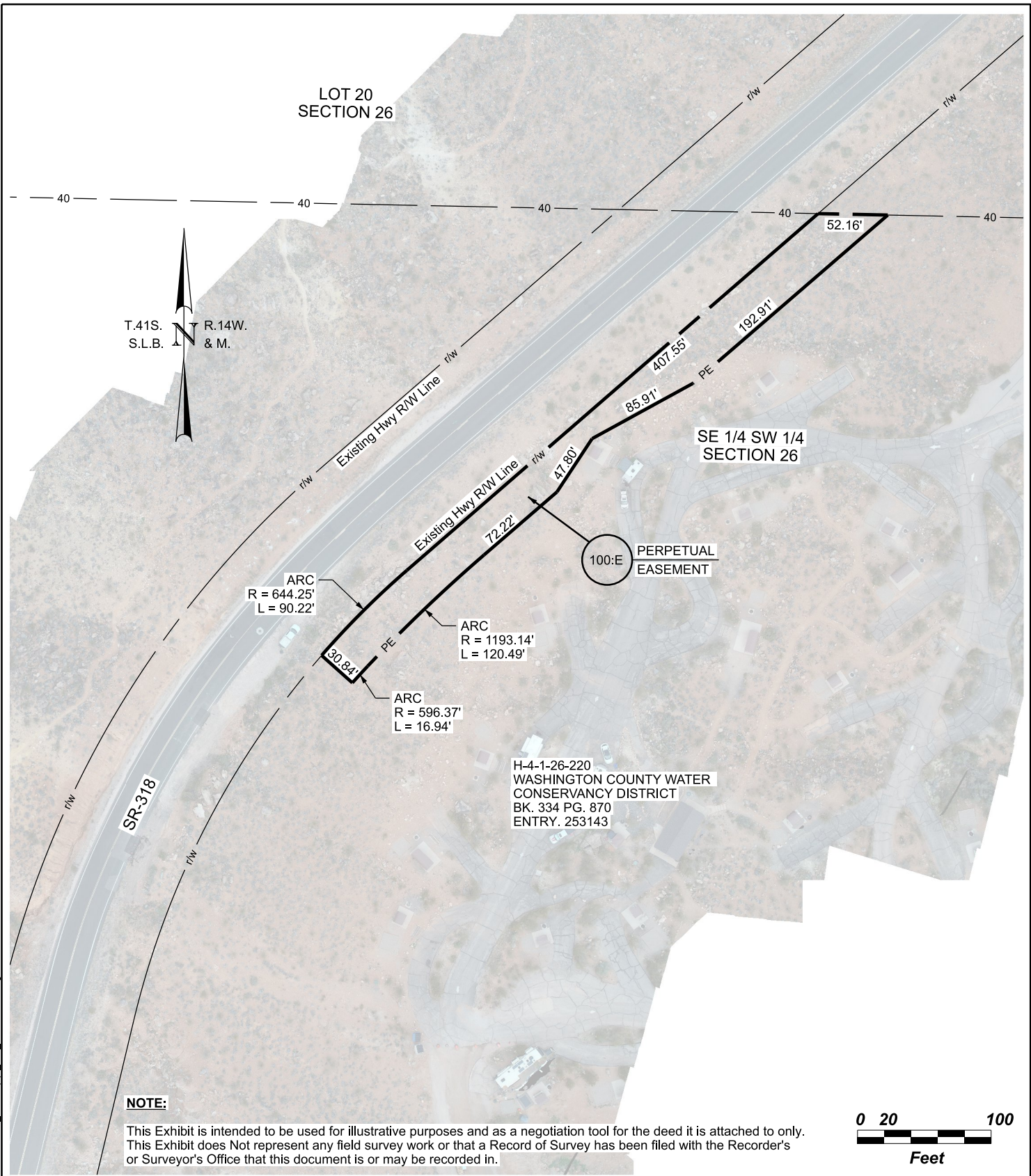
District staff assessed the easement and determined it would not negatively impact District operations or any current or planned projects.

The appraisal was performed by a reputable appraiser who has done work for the District in the past, and the property valuation is reasonable.

Adding a turning lane into Quail Creek State Park will make the road safer and be a benefit to the public.

Recommendation

District staff recommend the board of directors approve the conveyance of the requested easement near Quail Creek State Park to UDOT at a negotiated price, not less than \$45,700, and subject to the contract changes proposed by legal counsel.



NOTE:

This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does Not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.



DGN File: IP_PWP:00576059/20489_S-0318(6)1_100_Exhibit-Aerial.dgn

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
100:E	WASHINGTON COUNTY WATER CONSERVANCY DISTRICT	0.358	15,574	NONE	389.895	PERPETUAL	PERPETUAL
SHEET NO. 100-EXHIBIT PARTIAL SUMMARY NO. 01F		PROPERTY OWNER: WASHINGTON COUNTY WATER CONSERVANCY DISTRICT					
PROJECT SR-318; QUAIL CREEK SP TURN LANE		PROPERTY ADDRESS: SR-318 MP 1.654					
PROJECT NUMBER S-0318(6)1 PIN 20489		UTAH DEPARTMENT OF TRANSPORTATION CIVIL SCIENCE					

27-JUL-2023



Procurement Memo

To Zachary Renstrom, General Manager
From Melanie Hansen, Office Manager, Impact Fee Administrator
Date January 29, 2024
Subject Procurement of Office Interior Remodel

Type of Procurement: Invitation for Bids for Service

Item Description: Construction Interior Office Remodel

Reason for Procurement: The General Office Department of the Washington County Water Conservancy District (district) needs to procure this service to add more offices, expansion of accounting department, security purposes, changes to board room, and relocation of fish tank equipment.

Review of Bidders: Grass Creek Construction prequalified through the multiple-stage procurement process and submitted the only bid of \$1,017,905.66.

Purchase Amount: \$1,017,905.66

Contract Type(s): fixed price

Accounting Code: 65 70000 000

Approved:

A handwritten signature in blue ink, appearing to read "Z. Renstrom", is written over a horizontal line.

Zachary Renstrom, General Manager

BID BOND

We, the undersigned, Grass Creek Construction, Inc. as Principal, and United States Fire Insurance Company as

Surety, are hereby held and firmly bound unto Washington County Water Conservancy District as Owner in the penal sum of **5% of amount of bid** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this 19th day of January, 2024. The Condition of the above obligation is such that whereas the Principal has submitted to Washington County Water Conservancy District a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Office Remodel.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver the Agreement and shall furnish a bond for the faithful performance of the Work, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

THEN this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto

affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER

Grass Creek Construction, Inc. _____ (Seal)

Bidder's Name and Corporate Seal

By: _____

Signature

Spencer Richins

Print Name

President

Title

Attest: _____

Signature

Tisha Hiatt, Witness as to Bidder

Title

SURETY

United States Fire Insurance Company

Surety's Name and Corporate Seal

By: _____

Signature (Attach Power of Attorney)

Michelle Morrison

Print Name

Attorney-in-Fact

Title

Attest: _____

Signature

Nicole Stillings, Witness as to Surety

Title



IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

11563

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Melinda C. Blodgett, R.C. Bowman, Sarah Dragt, Sandra M. Engstrum, R.W. Frank, Ted Jorgensen, Joshua R. Loftis,
Michelle Morrison, Brian J. Oestreich, Nicole Stillings, Rachel Thomas, Lin Ulven, Nathan Weaver, Colby D. White, Emily White,
Graydon Dotson, Jay D. Freiermuth

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

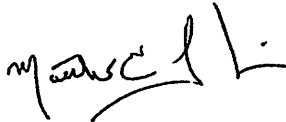
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



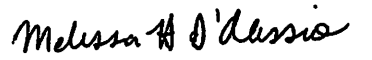
Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

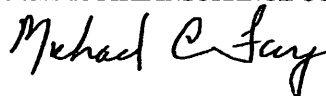



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 19th day of January 20 24

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



BID SCHEDULE

Proposal of Grass Creek Construct (Bidder), organized and existing under the laws of the State of UT doing business as Grass Creek Construction * to the Washington County Water Conservancy District (Owner).

In compliance with the Invitation for Bids, Bidder hereby proposes to perform all Work associated with the Office Remodel in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

If awarded the contract to construct the Project, Bidder hereby agrees to commence Work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within 150 [days] ([#]) days. Bidder further agrees to pay as liquidated damages, the sum of \$TBD [amount] for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

Bidder acknowledges receipt of the following Addendum:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

Office Remodel

Bidder agrees to perform all the Work described in the Contract Documents for the following unit or lump sum prices.

All bids shall be checked for mathematical errors by the Contractor. If errors have been made in the extension of the figures, it will be assumed that the unit prices are correct, and the total amounts will be revised to reflect the corrections. Award of the contract will be made to the qualified Bidder with the lowest responsive and responsible bid.

BID SCHEDULE

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
Please See Attached TOTAL COST OF BID SCHEDULE					\$ 1017905.00

ATTEST:

(Seal - If Bid is by Corporation)

RESPECTFULLY SUBMITTED:

Grass Creek Construction
1263 Hillcrest Dr.
Washington, UT 84780
Address


Signature

Jeremy Taggart
Name

Estimator
Title



THIS ESTIMATE IS BASED OFF PLANS DATED AS OF: ___/___/___

Superintendent:
Contract Type:
Grading Permit In Hand:
Building Permit In Hand:

1263 E. Hillcrest Drive, Unit A, Washington, Ut 84780		Estimate Legend	
Project Name:	WCWCD Remodel	Allowance Figure	ENTER DATA INTO ALL ORANGE CELLS IN THIS UPPER SECTION
Project Address:		Low Risk Figure	
Project Contact:		High Risk Figure	

CC #	Cost Code Name	Estimate	Est's Notes
Total:	\$0.00		
Weight:	0.00%		

1000 GENERAL REQUIREMENTS

Total:	\$77,595.00		
Weight:	7.62%		

2000 SITE CONSTRUCTION

2220	Site Demolition	\$29,910.00	
2600	Drainage and Containment	\$50,000.00	Allowance for Storm drain Relocation
2760	Paving Specialties		Eco. Pan
Total:	\$79,910.00		
Weight:	7.85%		

3000 Concrete Work

3100	Concrete Forms & Access.	\$5,257.02	3 Bollards
3265	Concrete Saw cutting	\$3,500.00	
3300	Cast-in-Place Concrete	\$4,200.00	
3361	Concrete Pumping	\$1,200.00	
Total:	\$14,157.02		
Weight:	1.39%		

4000 Masonry

5000 Steel

6000 Wood & Plastics

6050	Lumber Supply	\$3,562.72	
6100	Rough Carpentry	\$4,500.00	
6200	Interior mouldings and trim	\$18,000.00	Baseboard to match
6220	Finish Carpentry Labor	\$47,125.00	Window Grids
6411	Architectural Grade Cabinetry	\$22,900.00	
6415	Countertops	\$12,950.00	
Total:	\$109,037.72		
Weight:	10.71%		

7000 Thermal & Moisture Protection			
7200	Insulation	\$12,765.00	
7240	EIFS	\$4,200.00	
7400	Roofing & Siding Panel	\$2,700.00	
7600	Flashing & Sheet Metal	\$1,200.00	
Total:	\$20,865.00		
Weight:	2.05%		
8000 Doors & Windows			
8050	Door Installation	\$11,750.00	
8100	Door Hardware	\$8,250.00	
8150	Metal Doors & Frames	\$1,500.00	
8200	Wood & Plastic Doors	\$42,500.00	Cherry Wood Doors
8400	Entrances & Storefronts	\$27,538.00	
Total:	\$91,538.00		
Weight:	8.99%		
9000 Finishes			
9250	Gypsum Board	\$121,749.00	
9300	Tile	\$45,233.10	
9500	Ceiling	\$0.00	INC 9250
9600	Flooring	\$0.00	Inc 9250
9900	Paints & Coatings	\$46,328.00	Includes Stain
Total:	\$213,310.10		
Weight:	20.96%		
10000 Misc. Specialties			
11000 Misc. Equipment			
12000 Misc. Furnishings			
12490	Window Treatment	\$14,807.69	
Total:	\$14,807.69		
Weight:	1.45%		
13000 Misc. Special Construction			
14000 Conveying Systems			
15000 Mechanical			
15300	Fire Protection	\$2,400.00	
15400	Plumbing	\$28,664.00	
15500	HVAC	\$84,547.21	
15990	Test & Balance	\$4,000.00	
Total:	\$119,611.21		

Weight:	11.75%		
16000 Electrical			
16100	Electrical Work	\$167,001.07	JBI Electrical
16400	Low Voltage Distribution	\$0.00	Inc 16100
Total:	\$167,001.07		
Weight:	16.41%		
17000 Soft Costs			
	Profit and Overhead	\$90,783.28	
	Contractor Contingency	\$0.00	
	Bonding	\$17,765.00	
	Builders Risk Insurance	\$1,524.57	
	TOTALS	\$1,017,905.66	
CC#	CC Name	Estimate	Est. Notes



Office Remodel

Reasons for Office Remodel

- Security – main floor
- Add additional office spaces



Request for Statement of Qualifications

- Sent out Request for Statement of Qualifications to several contractors
- Received only 1 back from Grass Creek Construction

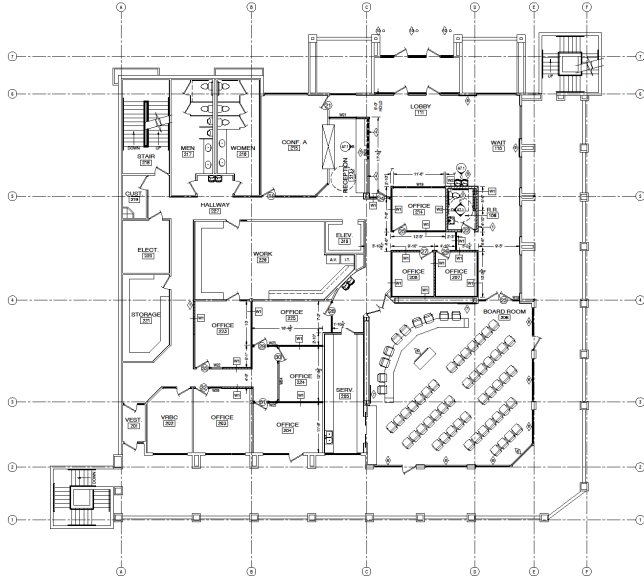


Grass Creek Construction

- Invitation to Bid was sent to Grass Creek Construction
- Bid Bond and Schedule (Estimate)



Main Floor Plan



NEW MAIN FLOOR PLAN
SCALE 1/8" = 1'-0"

KEYED NOTES

- 1. PROVIDE FINISHES AS SHOWN OR AS NOTED OTHERWISE AND VERIFY ALL FINISHES WITH THE CLIENT AND THE CONTRACTOR.
- 2. VERIFY ALL FINISHES WITH THE CLIENT AND THE CONTRACTOR BEFORE PROCEEDING WITH THE WORK.
- 3. VERIFY ALL FINISHES WITH THE CLIENT AND THE CONTRACTOR BEFORE PROCEEDING WITH THE WORK.
- 4. VERIFY ALL FINISHES WITH THE CLIENT AND THE CONTRACTOR BEFORE PROCEEDING WITH THE WORK.
- 5. VERIFY ALL FINISHES WITH THE CLIENT AND THE CONTRACTOR BEFORE PROCEEDING WITH THE WORK.
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- 8. VERIFY ALL FINISHES WITH THE CLIENT AND THE CONTRACTOR BEFORE PROCEEDING WITH THE WORK.
- 9. VERIFY ALL FINISHES WITH THE CLIENT AND THE CONTRACTOR BEFORE PROCEEDING WITH THE WORK.
- 10. VERIFY ALL FINISHES WITH THE CLIENT AND THE CONTRACTOR BEFORE PROCEEDING WITH THE WORK.

LEGEND

- 1. FINISH SCHEDULE
- 2. FINISH SCHEDULE
- 3. FINISH SCHEDULE
- 4. FINISH SCHEDULE
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KEYED NOTES

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03/13/23
REV.
2008
DATE
1/8" = 1'-0"
SCALE
M
DATE
JLM
DATE
03/13/23

M
RW
DESIGN ASSOCIATES INC.
ARCHITECTURE & CONSULTING SERVICES

78 EAST 100 SOUTH
ST. GEORGE, UT 84770
(435) 638-2377 (435) 673-3880 FAX
WWW.MRWDESIGN.COM

NEW MAIN FLOOR PLAN
INTERIOR REMODEL FOR WWCSD
553 WATERWORKS DR.
ST. GEORGE, UT 84770

A2.7
OF SHEETS



St. George, Utah

February 5, 2024

The Board of Trustees (the “Board”) of the Washington County Water Conservancy District, Utah, met in regular public session at the regular meeting place of the Board in St. George, Utah, on Tuesday, February 5, 2024, at the hour of 6:00 p.m., with the following members of the Board being present:

Ed Bowler	Chair
Adam Bowler	Boardmember
Chris Hart	Boardmember
Victor Iverson	Boardmember
Michele Randall	Boardmember
Kress Staheli	Boardmember
Kevin Tervort	Boardmember

Also present:

Zach Renstrom	General Manager
Mindy Mees	Secretary

Absent: Michele Randall and Victor Iverson

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Secretary presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this February 5, 2024, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Adam Bowler and seconded by Chris Hart, was adopted by the following vote:

AYE: Kress Staheli, Chris Hart, Adam Bowler, Ed Bowler & Kevin Tervort

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT (THE “DISTRICT”), DEEMING CERTAIN IMPROVEMENTS TO BE A PART OF THE “SYSTEM” UNDER THE REVISED REGIONAL WATER SUPPLY AGREEMENT DATED AS OF JANUARY 1, 2019; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Board of Trustees (the “Board”) of the District desires to finance certain improvements, including, but not limited to, (a) the purchase of water rights for the purpose of providing water to certain rural areas of Washington County, Utah, such as the municipalities of Enterprise, New Harmony and Apple Valley, and (b) related improvements (collectively, the “Project”); and

WHEREAS, on July 10, 2023, the Board adopted a resolution (in part) authorizing the issuance and sale of not more than \$20,000,000 aggregate principal amount of Water Revenue Bonds, Series 2024 (the “Bonds”) to finance the Project; and

WHEREAS, the Board held a public hearing with respect to the Bonds on August 7, 2023; and

WHEREAS, the District previously entered into a Revised Regional Water Supply Agreement dated as of January 1, 2019 (the “RWSA”) with the Municipal Customers (as defined therein) which provides that the District is authorized to issue District Debt (as defined therein) to finance or refinance Capital Facilities (defined below); and

WHEREAS, the RWSA defines Capital Facilities (in part) as “facilities of a capital nature, including District Water Supplies (defined in the RWSA), that are to be a part of the System (defined below)”;

WHEREAS, the RWSA defines System as “all water collection, conservation, development, storage, treatment, supply, transportation and distribution facilities, hydroelectric generating, transmission and distribution facilities, and related facilities, (i) currently owned or operated by the District, (ii) to be hereafter owned or operated by the District, unless specifically excluded from the System by resolution of the Board, and (iii) District-Operated Facilities, provided, however, that any of the Great Basin Facilities shall not be deemed to be a part of the System unless specifically included by resolution of the Board”;

WHEREAS, the Project fits within the definition of “Great Basin Facilities” under the RWSA; and

WHEREAS, the Board desires to deem the Project to be a part of the System under the RWSA solely for the purpose of issuing the Bonds.

NOW, THEREFORE, it is hereby resolved by the Board of Trustees of the Washington County Water Conservancy District as follows:

Section 1. The Recitals hereto are incorporated by reference and are part of this Resolution.

Section 2. Pursuant to the RWSA, the Board hereby deems the Project to be a part of the System under the RWSA solely for the purpose of issuing the 2024 Bonds.

Section 3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this February 5, 2024.

(SEAL)



By: _____

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the end.

Chair Ed Bowler

ATTEST:

By: _____

A handwritten signature in blue ink, appearing to be "Mindy Mees" with a stylized flourish.

District Secretary Mindy Mees

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

I, Mindy Mees, the duly appointed and qualified District Secretary of the Washington County Water Conservancy District, Utah (the "District"), do hereby certify according to the records of the Board of Trustees of the District (the "Board of Trustees") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Board of Trustees held on February 5, 2024, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said District, this February 5, 2024.

(SEAL)

By: 
District Secretary



EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Mindy Mees, the undersigned District Secretary of the Washington County Water Conservancy District, Utah (the "District"), do hereby certify, according to the records of the District in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the February 5, 2024, public meeting held by the Board of Trustees of the District (the "Board of Trustees") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the District's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted to the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the District's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the Board of Trustees (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Board of Trustees to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website, (b) on the District's official website, and (c) in a public location within the District that is reasonably likely to be seen by residents of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 5, 2024.

(SEAL)

By: 
District Secretary

ATTACHMENTS:
SCHEDULE 1 NOTICE OF MEETING
SCHEDULE 2 ANNUAL MEETING SCHEDULE