



BOARD OF TRUSTEES PUBLIC MEETING

Meeting date: April 1, 2024
Time: 6 p.m.
Location: 533 E. Waterworks Dr., St. George, UT 84770
Participants: Board members including Ed Bowler, Victor Iverson, Kress Staheli, Michele Randall, Chris Hart, and Kevin Tervort. Adam Bowler was not present. District staff included Zach Renstrom, general manager; Mindy Mees, secretary; Jodi Richins; attorney, Brie Thompson, and Corey Cram; associate general managers. Other meeting attendees are noted on the attached sign-in sheet.

Consider approval of P-card for employee Dave Whaley

General Manager Zach Renstrom explained that the District has a new employee Dave Whaley that will need a purchasing card (P-Card). The District's policy requires board approval for the issuance of p-cards for employees. Mr. Renstrom recommended that the board approve the p-card for Dave Whaley.

Chris Hart made a motion to approve the P-Card for Dave Whaley, the motion was seconded by Michele Randall, all voted aye.

Consider adopting a resolution of the Board of Trustees of the Washington County Water Conservancy District, Utah authorizing the issuance and sale of not more than \$20,000,000 aggregate principal amount of Water Revenue and Refunding Bonds, Series 2024; and related matters.

Treasurer Jacob Sullivan explained that the resolution is requesting an additional \$20 million of authorized bonds, this is in conjunction with the \$20 million that were already authorized by the board in July 2023. The increase is due to two things. The 2015 series bond are available to be refunded. By refunding these bonds, the District can secure a lower interest rate. The refinancing is projected to result in an estimated savings of \$275,000 in interest payments over the remaining five years of the repayment period. The resolution also aims to enable the District to purchase additional water rights as they become available.

Michele Randall made a motion adopting a resolution of the Board of Trustees of the Washington County Water Conservancy District, Utah authorizing the issuance and sale of not more than \$20,000,000 aggregate principal amount of Water Revenue and Refunding Bonds, Series 2024; and related matters, the motion was seconded by Kevin Tervort and a roll vote was taken as follows:

<i>Victor Iverson</i>	<i>Yes</i>
<i>Kress Staheli</i>	<i>Yes</i>

<i>Michele Randall</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>

Consider approval of Loan Agreement between with Big Plains SSD & Consider approval of Construction Management Agreement with Big Plains SSD

Project Manager Tony Jones said that at last month's board meeting, the board approved the design and certain portions of the Apple Valley Project contingent on an agreement between the District and the Big Plains Special Service District (SSD). The District engaged Kimball Forbes with Jenkins, Bagley & Sperry to prepare the agreements.

Mr. Forbes introduced himself and explained two agreements that the District will enter into with the Big Plains SSD: a Construction Management Agreement and a Loan Agreement with a Promissory Note.

Mr. Forbes explained that the Division of Drinking Water is providing emergency funds to help resolve the situation at Apple Valley, but conditioned the money on the Water District functioning as the fiscal agent that will receive and manage the funds on behalf of the Big Plains SSD.

Mr. Forbes said that the **Construction Management Agreement** portion of the agreement will outline what the District will do to manage the construction, and what the responsibilities are for Big Plains SSD.

Mr. Forbes said that the **Loan Agreement** has been modeled after a commercial loan agreement. The loan is between the Water Conservancy District and Big Plains SSD. There is also a promissory note attached that Big Plains SSD will need to sign. The terms of the loan have a maturity date as a 10-year term and is set up as a revolving line of credit. The District will be able to take advances on the loan and Big Plains SSD will have to make monthly interest only payments during the term of the loan and pay everything back at the end of the loan. The agreement stipulates that for Big Plains SSD to draw any advances, it must provide the District a resolution authorized by Big Plains or the Apple Valley town council for the loan. In addition, they must agree not to approve any additional connections until the completion of the aquifer study with USGS regarding reliable yields. Big Plains SSD must also develop a plan for capital facilities, and impact fee facilities. Also, the District will not loan any money to Big Plains SSD until the state funds have been completely exhausted. If Big Plains SSD can secure funding from another source the District will not make the loan.

Mr. Forbes explained that the interest rate on the **Promissory Note** is based on the Utah Public Treasures Investment Fund (PTIF) plus 1% percent, calculated monthly. The current PTIF interest rate is 5.48%, so with the 1%, the current loan interest rate is 6.48%. The interest rate will never be below 4%.

Mayor Chris Hart raised a concern regarding the relationship between Apple Valley and the Big Plains SSD and whether Apple Valley will take the steps required by the District. Mr. Forbes responded that he has done some research regarding who the contracting parties

need to be and spoke to Big Plains SSD's attorney. Mr. Forbes stated that under the Special Service District Act, the town council of Apple Valley initially set up the special district and delegated all its authority to the SSD's Administrative Control Board. But a few years back the town council rescinded the delegation and took control back. But in 2022, there was a resolution of the town that says the Administrative Control Board has all the authority, but the town council reserves the right of final approval on action taken by the Administrative Control Board pertaining to the sale or transfer of the SSD's assets related to water supply, distribution and storage, including well tank supply lines and land owned by the SSD.

Chairman Bowler said that he understood Mayor Hart's concern to be that Apple Valley should provide assurance that it would not issue another building permit until the study shows there is water and a way to pay back the money. The question is whether Apple Valley agrees with those conditions?

In response to a question from Mayor Kress Staheli about whether Apple Valley's town council is aware of the agreements with Big Plains SSD, Mr. Forbes responded that the Mayor of Apple Valley and two members of the town council are members of the Big Plains SSD Administrative Control Board. Mayor Staheli recommended that the Apple Valley town council have a full understanding of what is happening. Mr. Forbes stated that he could make the town council a signatory on the agreement. The Board members unanimously expressed approval of that idea.

An audience member noted that the draft promissory note had an incorrect amount. The correct amount should be \$2.03 million.

Chris Hart made a motion to approve the loan agreement between Big Plains SSD and construction management agreement with Big Plains SSD conditioned upon correcting the amount on the promissory note to \$2.03 million and adding the requirement that the town council of Apple Valley become a signatory to the agreements, the motion was seconded by Victor Iverson, and all voted aye.

This motion was for items 3 & 4 of the agenda.

Consider approval of engineering agreement with Bowen Collins & Associates for Design and Construction Management of a Pump Station at Confluence Park

Project Manager Trinity Stout explained that the Ash Creek Special Service District had procured Bowen Collins and Associates and Haskell Company to do a CMGC (construction manager/general contractor) delivery system for a wastewater treatment plant at Confluence Park. The District is working on a Regional Reuse System and will need a pump station at the plant. The pump station will pump treated wastewater, and reuse water into the TSWWS system which will go into Chief Toquer Reservoir. Last year the District procured Bowen Collins and Associates for a preliminary design report for the pipeline and the pump station. The District is moving into the final design for the pump station.

Victor Iverson made a motion to approve the engineering agreement with Bowen Collins & Associates for design and construction management of a pump station at Confluence Park in the amount of \$325,305., the motion was seconded by Kevin Tervort, and all voted aye.

Consider approval of Toquerville Parkway Project Phase B MOU (Memorandum of Understanding) with Toquerville City

Project Manager Trinity Stout explained the District's collaboration with Ash Creek Special Service District has also highlighted an opportunity to upsize the casings across a utility bridge that crosses Ash Creek, and to install casings under the road of the Toquerville Parkway project for future reuse pipelines. Additionally, another opportunity arose during the project, the replacement of the final section of an asbestos cement pipe by Highway 17. The MOU describes those opportunities and the reimbursement to Toquerville City in the amount of \$290,845.

Kress Staheli made a motion to approve the reimbursement MOU (memorandum of understanding) for the Toquerville Parkway Phase B with Toquerville City for the amount of \$290,845., the motion was seconded by Chris Hart, and all voted aye.

Consider approval of engineering agreement with Alpha Engineering for Design and Construction Management of the Cottam to Casa Parallel Pipeline Project

Project Manager Trinity Stout explained the District is procuring Alpha Engineering for design and construction management of the Cottam to Casa Parallel Pipeline Project. This is a 16-inch pipeline that will tie into the Cottam tank system, run down the southwest side of I-15, cross over and tie into the District's existing distribution system. Brett John is overseeing this project as a consultant Project Manager. The District received the submission of statement of qualifications by three engineering firms. Alpha Engineering was selected as the qualified engineering firm and submitted a proposal for design and construction management for the amount of \$192,969.

Michele Randall made a motion to approve the engineering agreement with Alpha Engineering for design and construction management of the Cottam to Casa Parallel Pipeline Project in the amount of \$192,969., the motion was seconded by Victor Iverson, and all voted aye.

Project update Quail Creek Water Treatment Plant Expansion and Administration Building

Project Manager Randy Johnson presented an update on the Quail Creek Water Treatment Plant Expansion and Administration Building.

Project Team: Mr. Johnson stated that the District selected and is under contract with Hazen and Sawyer for the design and construction management of the project. The District's staff includes Mr. Johnson as project manager, along with members of the executive staff, operation and plant manager, and other staff members.

Project Overview: Adding processes, facilities, infrastructure, and equipment to increase the daily treatment capacity from 60 million gallons per day (MGD) to 90 MGD. The project will also add ozone treatment, which will improve disinfection, taste, and odor. The project will upgrade aging and obsolete infrastructure and equipment on the existing plant and add an administration building for additional office space and a new lab.

Decision Making Process: The District has assembled a team that involves workshops with the Engineers and District staff. The workshops happen 3 to 4 times a week, to discuss and identify the key elements of the upgrade.

Administration Building: The District is considering the construction of a new administration building on a greenfield site rather than expanding an existing structure. The new building will serve several essential functions, providing additional office space to accommodate the growing needs of District staff, a new lab will be constructed to fulfill the sampling requirements of a 90 million gallons per day (MGD) plant, and to become a certified lab in the future, public reception area, and a partitioned conference room that can be used for workshops, trainings, and meetings.

Power Service Upgrade: The current power service for the plant is 812 Kilo volt amp (KVA) and the District is looking to increase it by six times. The District has met with Hurricane City Power, and they will have the ability to provide that service. The District is going to expedite a contract and a bid to select one of Hurricane City approved contractors to do the power service upgrade before the plant expansion.

Project Timeline:

June 2024 – High level cost estimate

July 2024 – Bid for upgrade power service

March 2024 – June 2026 Designing and constructing the Administration Building

March 2024 – November 2026 Design Expansion Project

January 2026 – December 2028 Construct Expansion Project.

Manager's report

General Manager Zach Renstrom reported that the snowpack is 100% for the peak of the year. This year's soil moisture is high, so, there should be a decent runoff. Hopefully, it comes down nice and slow, to avoid flooding. The State of Utah and Colorado both have good snowpack levels which will help Lake Powell. With the average snow events being less common in the last 20 years, having a year with average snowpack levels is great because the District's reservoirs are 100% full.

Mr. Renstrom explained the District held an event with the Bureau of Reclamation for a press announcement for Chief Toquer Reservoir receiving \$7 million. The total amount this far is \$11.7 million. Bureau of Reclamation Commissioner Camille Touton came to the event and seemed very pleased.

Closed session to discuss purchase of real property

- a. Land purchase
- b. water rights

Chair Bowler noted that two-thirds of the District's board members are present and stated that the purpose of the closed session is to discuss the purchase of real property. Mr. Bowler stated that the closed session is held at the District's office building at 533 E Waterworks Drive, St. George Utah on April 1, 2024.

Resume open session.

Consider purchase of real property

Chris Hart made a motion to approve the purchase of real property and water rights that were discussed in the closed session, the motion was seconded by Kevin Tervort, and all voted aye.

Consider approval of March 4, 2024, board meeting minutes

Chris Hart made a motion to approve the March 4, 2024, board meeting minutes, the motion was seconded by Victor Iverson, and all voted aye.

The meeting was adjourned upon motion.

Mindy Mees

Secretary

St. George, Utah

April 1, 2024

The Board of Trustees (“Board”) of the Washington County Water Conservancy District, Utah (the “Issuer”), met in regular public session at the regular meeting place of the Board in St. George, Utah, on April 1, 2024 at 6:00 p.m. with the following members of the Board 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

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the District Secretary presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this April 1, 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 Boardmember Michele Randall and seconded by Boardmember Kevin Tervort, was adopted by the following vote:

AYE: Victor Iverson
 Kress Staheli
 Michele Randall
 Chris Hart
 Ed Bowler
 Kevin Tervort

 Adam Bowler was not present

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$20,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE AND REFUNDING BONDS, SERIES 2024 (THE "SERIES 2024 BONDS") (TO BE ISSUED IN ONE OR MORE SERIES AND WITH SUCH OTHER SERIES OR TITLE AS MAY BE DETERMINED); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; CALLING A PUBLIC HEARING; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR AUTHORIZING THE POSTING OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF A SUPPLEMENTAL RESOLUTION, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; 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 Washington County Water Conservancy District, Utah (the "Issuer") desires to (a) finance the acquisition and/or construction of certain improvements to its water system (the "System") 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") (b) refund all or a portion of its outstanding Water Revenue Refunding Bonds, Series 2015 (the "Refunded Bonds") and (c) pay costs of issuance with respect to the Series 2024 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Water Revenue and Refunding Bonds, Series 2024 (the "Series 2024 Bonds") (to be issued from time to time, as one or more series, and with such other series or title designation(s) as may be determined by the Issuer and the Designated Officers as appropriate), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Bond Act"), and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Refunding Act" and collectively with the Bond Act, the "Act"), (b) this Resolution, and (c) a Master Resolution dated as of March 19, 1997 (the "Original Master Resolution") as previously supplemented and as further supplemented by a Supplemental Resolution (together, the "Master Resolution"), with such Master Resolution in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, on July 10, 2023, the Board adopted a resolution (the “Prior Authorizing Resolution”) authorizing the issuance and sale of not more than \$20,000,000 aggregate principal amount of Water Revenue Bonds (the “Prior Authorized Bonds”) for the purpose of (a) financing the construction of improvements to its water system and related improvements, and (b) paying costs of issuance with respect to the Prior Authorized Bonds; and

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

WHEREAS, the Board adopted a resolution on February 5, 2024 deeming the Project to be a part of the System under the Revised Regional Water Supply Agreement dated as of January 1, 2019 (the “RWSA”) for the purpose of issuing the Prior Authorized Bonds; and

WHEREAS, the Board desires to deem the Project to be a part of the System under the RWSA for the purpose of issuing the Series 2024 Bonds; and

WHEREAS, the Board desires that all or any portion of the Series 2024 Bonds may be issued separately or in connection with the Prior Authorized Bonds; and

WHEREAS, the Refunding Act provides that prior to issuing bonds, an issuing entity must give notice of its intent to issue such bonds; and

WHEREAS, the Bond Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector and the Issuer desires to call a public hearing for this purpose; and

WHEREAS, the Issuer desires to post a Notice of Public Hearing and Bonds to be Issued in compliance with the Refunding Act and the Bond Act; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2024 Bonds, the Board desires to grant to any one of the General Manager, Board Chair, or the Treasurer/Budget and Finance Manager (the “Designated Officers”) the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2024 Bonds shall be sold, to determine whether the Series 2024 Bonds to determine if the Refunded Bonds should be refunded, and to make any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

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

Section 1. For the purpose of financing the Project and refunding the Refunded Bonds and paying costs of issuance of the Series 2024 Bonds, the Issuer hereby authorizes the issuance of the Series 2024 Bonds which shall be designated “Washington County Water Conservancy District, Utah Water Revenue and Refunding Bonds, Series 2024” (to be issued from time to time

as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed \$20,000,000. The Series 2024 Bonds shall mature in not more than thirty (30) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, and shall be non-callable or subject to redemption, all as shall be approved by the Designated Officers, all within the Parameters set forth herein.

Section 2. The Master Resolution, in substantially the form presented at this meeting and attached hereto as Exhibit B, is hereby authorized, approved, and confirmed. The Chair and the District Secretary are hereby authorized to execute and deliver the Supplemental Resolution, in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 3 hereof. The Designated Officers are each hereby authorized to select the Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2024 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Designated Officers and other appropriate officials of the Issuer are authorized to make any alterations, changes, deletions, or additions to the Master Resolution, the Series 2024 Bonds, or any other document herein authorized and approved, or any other document approved in the Prior Authorizing Resolution (including the Bond Purchase Agreement, a form of which is attached hereto as Exhibit C and the Preliminary Official Statement, a form of which is attached hereto as Exhibit D), which may be necessary to conform the same to the final terms of the Series 2024 Bonds (within the Parameters set by this Resolution and the Prior Authorizing Resolution) to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Chair on behalf of the Issuer of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 4. The form, terms, and provisions of the Series 2024 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Chair and District Secretary are hereby authorized and directed to execute and seal the Series 2024 Bonds and to deliver said Series 2024 Bonds to the Trustee for authentication. The signatures of the Chair and the District Secretary may be by facsimile or manual execution.

Section 5. The Designated Officers and other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2024 Bonds in accordance with the provisions of the Master Resolution.

Section 6. Upon their issuance, the Series 2024 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2024 Bonds and the Master Resolution. No provision of this Resolution, the Master Resolution, the Series 2024 Bonds or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 7. The Designated Officers and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, tax and disclosure compliance policies, and escrow agreements or any reserve instrument guaranty agreements permitted by the Master Resolution) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. The Issuer shall hold a public hearing on May 6, 2024 to receive input from the public with respect to the issuance of the Series 2024 Bonds and the potential economic impact that the improvements to be financed with the proceeds of the Series 2024 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the Issuer's official website and (iii) in a public location within the boundaries of the Washington County Water Conservancy District that is reasonably likely to be seen by residents of the District and shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the principal office of the Issuer for public examination during the regular business hours of the Issuer until at least thirty (30) days from the last date posting thereof. The Issuer directs its officers and staff to post a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the “Act”), that on April 1, 2024, the Board of Trustees (the “Board”) of the Washington County Water Conservancy District, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Water Revenue and Refunding Bonds, Series 2024 (the “Series 2024 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) and called a public hearing to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Series 2024 Bonds issued under the Act may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

With regard to that portion of the Series 2024 Bonds issued pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, the Issuer shall hold a public hearing on May 6, 2024, at the hour of 6:00 p.m. at 533 E. Waterworks Dr., St. George, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2024 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2024 BONDS

The Series 2024 Bonds will be issued for the purpose of (a) financing the acquisition and/or construction of certain improvements to its water system (the “System”) 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”) (b) refunding all or a portion of the Issuer’s outstanding Water Revenue Refunding Bonds, Series 2015 (the “Refunded Bonds”) and (c) paying costs of issuance of the Series 2024 Bonds.

PARAMETERS OF THE SERIES 2024 BONDS

The Issuer intends to issue the Series 2024 Bonds in the aggregate principal amount of not more than Twenty Million Dollars (\$20,000,000), to mature in not more than thirty (30) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof and bearing interest at a rate or rates not to exceed six percent (6.00%) per annum. The Series 2024 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, an Original Master Resolution and a Supplemental Resolution (together, the “Master Resolution”) which were before the Board in substantially final form at the time of the adoption of the Resolution and said Master Resolution is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2024 Bonds will not exceed the

maximums set forth above. The Issuer reserves the right to not issue the Series 2024 Bonds for any reason and at any time up to the issuance of the Series 2024 Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Series 2024 Bonds are special limited obligations of the Issuer payable from the net revenues of the System.

OUTSTANDING BONDS SECURED BY REVENUES

The Issuer has outstanding bonds of \$43,518,120 secured by the net revenues of the System.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's annual financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreport>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Zach Renstrom, General Manager at (435) 673-3617.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest rate cost of the Series 2024 Bonds to be issued under the Act to finance the Project, if held until maturity, is \$_____.

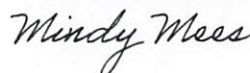
A copy of the Resolution and the Master Resolution are on file in the office of Washington County Water Conservancy District, 533 E. Waterworks Dr., St. George, Utah, where they may be examined during regular business hours of the Issuer from 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of posting of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the posting of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Master Resolution (as it pertains to the Series 2024 Bonds), or the Series 2024 Bonds, or any provision made for the security and payment of the Series 2024 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this April 1, 2024.

Mindy Mees

/s/ District Secretary



Section 9. The Issuer hereby reserves the right to opt not to issue the Series 2024 Bonds for any reason.

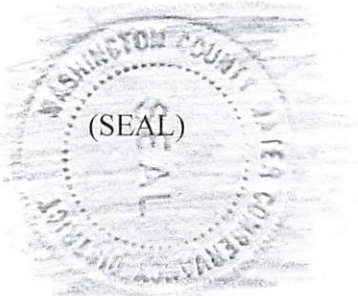
Section 10. Pursuant to the RWSA, the Board hereby deems the Project to be a part of the System under the RWSA for the purpose of issuing the 2024 Bonds.

Section 11. 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.

Section 12. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2024 Bonds are to be issued, and the reimbursements made, by the later of 18 months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$20,000,000.

Section 13. Upon the issuance of the Series 2024 Bonds, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2024 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

APPROVED AND ADOPTED this April 1, 2024.



WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT, UTAH

Chair

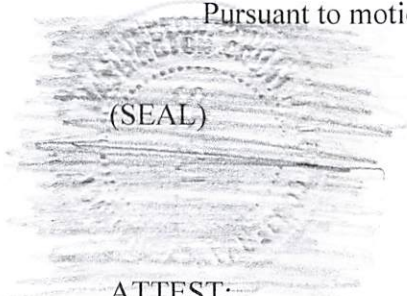
ATTEST:

District Secretary

(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the Board adjourned.

(SEAL)



ATTEST:

Chair

District Secretary

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 "Issuer" or "District"), do hereby certify according to the records of the Board of Trustees of the Issuer (the "Board") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Board held on April 1, 2024, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in the principal offices of the Issuer on April 1, 2024, and that pursuant to the Resolution, a "Notice of Public Hearing and Bonds to be Issued" will be posted no less than fourteen (14) days before the public hearing date as a Class A notice under Section 63G-30-102: (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the Issuer's official website, and (c) in a public location within the boundaries of the Washington County Water Conservancy District that is reasonably likely to be seen by residents of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said District, this April 1, 2024.

(SEAL)



By: Mindy M
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 "Issuer" or "District"), do hereby certify, according to the records of the Issuer 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 April 1, 2024, public meeting held by the Board of Trustees of the Issuer (the "Board") as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Issuer'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;

(ii) 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

(iii) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Issuer'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 created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the Issuer's official website and (c) in a public location within the boundaries of the Washington County Water Conservancy District that is reasonably likely to be seen by residents of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 1, 2024.

(SEAL)



By: Mindy M
District Secretary

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF MASTER RESOLUTION

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

**LOAN AGREEMENT
(Revolving Line of Credit)**

This Loan Agreement (this “Loan Agreement”) is made the ____ day of April 2024, and is between Washington County Water Conservancy District, a political subdivision of the State of Utah (the “District”), and Big Plains Water Special Service District, a political subdivision of the State of Utah (“Big Plains”).

RECITALS

- A. The District is a political subdivision of the State of Utah, organized as a water conservancy district under the Utah Water Conservancy District Act, Utah Code § 17B-2a-1001 et seq., as amended, and the Manager’s purposes includes providing for the conservation and development of water resources in Washington County, Utah.
- B. Utah Code § 17B-2a-1004(2) authorizes the District to contract with special service districts for water-related services and to coordinate water-resource planning among public entities.
- C. Utah Code § 17B-1-103(2) authorizes the District to enter into contracts it considers necessary, convenient, or desirable to carry out its functions, and to perform any act or exercise any power reasonably necessary for the efficient operation of the District in carrying out its purposes..
- D. Big Plains is a political subdivision of the State of Utah, organized as a special service district under the Utah Special Service District Act, Utah Code § 17D-1-101 et seq., as amended. Big Plains was created by the Town of Apple Valley in Washington County, Utah (the “Town”), and Big Plains provides culinary water services to the residents within the municipal boundaries of the Town.
- E. Pursuant to Utah Code § 17D-1-301, the Town Council has delegated the right, power, and authority it possesses with respect to the governance of Big Plains to the Administrative Control Board of Big Plains (the “Big Plains Board”).
- F. Utah Code § 17D-1-103(2) authorizes Big Plains to enter into contracts it considers desirable to carry its functions, including contracts with water conservancy districts, and to accept government loans and comply with the conditions of the loans, and to borrow money and incur indebtedness.
- G. Big Plains provides water services through multiple, separate water systems, including the Cedar Point water system and the Apple Valley water system.
- H. In response to an emergency situation and based on recommendations from engineering consultants and in consultation with political subdivisions of the State of Utah, Big Plains has determined that it is necessary to construct a pipeline and booster pump station a

pipeline along with a booster pump station for the purpose of delivering excess water from the Apple Valley water system to the Cedar Point water system (the “Project”).

- I. The Utah Department of Environmental Quality, Division of Drinking Water, Drinking Water Board (the “Drinking Water Board”) has authorized an emergency loan of \$3,370,000 with \$3,370,000 of principal forgiveness to Big Plains for construction of the Project.
- J. Big Plains lacks the resources to manage the construction of the Project. But the District has both the resources and the experience for a project of this type. Consequently, concurrently with entering into this Loan Agreement, the District and Big Plains are entering into a Construction Management Agreement under which the District will act as Big Plains’ fiscal agent in managing the proceeds of the emergency loan from Drinking Water Board and will manage construction of the Project.
- K. The proceeds from the Drinking Water Board’s emergency loan, however, will almost certainly be insufficient to complete the Project.
- L. The District is willing to make available to Big Plains a revolving line of credit in the maximum principal sum of \$2,030,000 for the sole purpose of financing the short-term working-capital needs for the Project, but only once the proceeds of the Drinking Water Board’s loan are exhausted and only if the Drinking Water Board has not already provided further funds sufficient to complete the Project, and Big Plains is willing to repay the revolving line of credit, all subject to the provisions of this Loan Agreement.

NOW, THEREFORE, in consideration of their mutual covenants in this Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Big Plains and the District agree as follows:

AGREEMENT

- 1. Definitions. The definitions in the Recitals are incorporated herein by reference, terms defined in this Loan Agreement have the meanings ascribed to them, and the following terms have the following meanings:
 - 1.1. “Advance” or “Advances” means, individually and collectively, an advance of Loan Proceeds pursuant to this Loan Agreement and the Note.
 - 1.2. “Assets” means any interest of Big Plains in any kind of property, whether real, personal or mixed, tangible or intangible.
 - 1.3. “Event of Default” means any of the events or occurrences specified in section 5 below, or as otherwise specified in the Loan Documents.

- 1.4. “Financial Statements” means balance sheets, operating and income statements, statements of sources and applications of funds, and any other similar document prepared by Big Plains.
 - 1.5. “Law” means, collectively, all federal, state, and local laws, statutes, ordinances, codes, rules, and regulations.
 - 1.6. “Loan” means the extension of credit by the District to Big Plains in the form of Advances under this Loan Agreement and disbursement of Loan Proceeds pursuant to section 3 below.
 - 1.7. “Loan Documents” means this Loan Agreement, the Note, and any other document the District may require Big Plains to give or cause to be given to or for the benefit of the District as evidence of the Loan.
 - 1.8. “Loan Proceeds” means all funds advanced by the District as the Loan to Big Plains under this Loan Agreement.
 - 1.9. “Maturity Date” means **March 31, 2034**, at which time the entire principal balance of the Loan, plus accrued interest thereon, shall be due and payable as provided in this Loan Agreement and the Note, subject to acceleration as provided in the Loan Documents.
 - 1.10. “Maximum Amount” is defined in section 3.1 below.
 - 1.11. “Note” means the Promissory Note of even date herewith made by Big Plains in the amount of the Loan, payable to the order of the District, and duly executed by Big Plains to evidence the Loan.
 - 1.12. “Obligations” means the Advances and any and all existing and future indebtedness and liability of every kind, nature, and character, direct or indirect, absolute or contingent, joint or several (including all renewals, extensions, and modifications thereof and all attorney's fees and expenses incurred by the District in connection with the collection or enforcement thereof, including but not limited to, the enforcement of this Loan Agreement under provisions of the U.S. Bankruptcy Code whether by motion for relief from stay or otherwise), of Big Plains to the District however and whenever created, arising, evidenced, or acquired.
2. Representations and Warranties of Big Plains. Big Plains hereby represents and warrants to the District as of the date of this Loan Agreement, the dates the Loan Proceeds are disbursed to Big Plains, and each and every date during the term of the Loan, or any portion thereof, as the context admits or requires, that:
 - 2.1. Big Plains’ Capacity. Big Plains is a political subdivision of the State of Utah, organized as a special service district under the Utah Special Service District Act,

Utah Code § 17D-1-101 et seq., as amended, and operates in Washington County Utah. Utah Law authorizes Big Plains to enter into this Loan Agreement and to carry out its obligations under this Loan Agreement, and the Big Plains Board has duly authorized the execution and delivery of this Loan Agreement by the Chair of the Big Plains Board on behalf of Big Plains.

- 2.2. Validity of the Loan Documents. The Loan Documents are and shall continue to be in all respects valid and binding upon Big Plains according to their provisions, subject to all Laws, including, without limitation, equitable principles, insolvency Laws, and other matters applying to creditors generally; provided, however, that the implementation of such Laws does not and will not affect the ultimate realization of the Obligations. The execution and delivery by Big Plains, and the performance by Big Plains, of all its obligations under the Loan Documents have been duly authorized by all necessary action and do not and will not:
 - 2.2.1. require any consent or approval not heretofore obtained of any other entity; or
 - 2.2.2. violate any provision of any Law, or of any order, writ, judgment, injunction, decree, determination, or award of any court or of any governmental agency; or
 - 2.2.3. result in a breach of or constitute a default under, cause or permit the acceleration of any obligation owed under, or require any consent under any indenture or loan or credit agreement or any other agreement, lease, or instrument to which Big Plains is a party or by which Big Plains or any property of Big Plains is bound or affected.
- 2.3. Big Plains Not in Default or Violation. Big Plains is not in default under or in violation of any Law, order, writ, judgment, injunction, decree, determination, or award. Big Plains is not in default under any obligation, agreement, instrument, loan, or indenture, whether to the District or otherwise, or any lease. No event has occurred and is continuing, or would result from the making of any Advance, that constitutes an Event of Default, or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.
- 2.4. No Approvals Required. No authorization, consent, approval, order, license, exemption from, or filing, registration, or qualification with, any governmental agency is or will be required to authorize, or is otherwise required in connection with the execution, delivery, or the performance by Big Plains of all or any of its obligations under the Loan Documents.
- 2.5. Financial Statements. Any Financial Statements of Big Plains that have been submitted to the District fairly present the financial position of Big Plains. Since the

dates of such Financial Statements, there have been no material adverse changes in the financial condition of Big Plains.

- 2.6. Pending Litigation. There are no actions, suits, or proceedings pending, or to the knowledge of Big Plains threatened, against, or affecting Big Plains or involving the validity or enforceability of any of the Loan Documents, or before or by any governmental agency, except actions, suits, and proceedings that are fully covered by insurance or that, if adversely determined, would not materially impair the ability of Big Plains to perform each one of its obligations under and by virtue of the Loan Documents; and Big Plains is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental agency.
 - 2.7. Law Violations. There are no violations or notices of violations of any Law relating to Big Plains.
 - 2.8. Solvency. Big Plains is and shall continue to be able to pay its debts as they mature and the realizable value of its Assets is, and at all times that it may have obligations hereunder shall continue to be, sufficient to satisfy any and all obligations under the Loan Documents.
 - 2.9. Permits. Big Plains possesses all licenses, approvals, permits, franchises, patents, copyrights, trademarks, and trade names, or rights thereto, that are necessary for the ownership and use of Big Plains' properties, and for the business substantially as now conducted and as presently proposed to be conducted by Big Plains, and Big Plains is not in material violation of any valid rights of others with respect to any of the foregoing.
 - 2.10. Full Disclosure. All information prepared and delivered by Big Plains to the District in obtaining the Loan is correct and complete in all material respects, and there are no omissions therefrom that result in the information being incomplete, incorrect, or misleading in any material adverse respect as of the date thereof.
 - 2.11. Use of Proceeds. To the extent Big Plains receives any of the Loan Proceeds from the District, Big Plains shall use such Loan Proceeds solely for purposes of the Project.
3. Loan.
 - 3.1. Loan Amount. The total amount available for borrowing by Big Plains on a revolving basis is Two Million Thirty Thousand and No/100 Dollars (\$2,030,000.00) ("Maximum Amount"). The Maximum Amount shall be reduced by each Advance made. Further, the outstanding principal balance of the Loan shall not exceed at any time the Maximum Amount. Funds borrowed and repaid may be re-borrowed, but subject to the following conditions and limitations (in addition to any other conditions or limitations set forth in the Loan Documents): (a) if, at any time, the aggregate amount advanced by the District to Big Plains exceeds the Maximum Amount, Big

Plains shall, no later than five days following written notice thereof by the District, pay down the Loan by such principal amount that exceeds the amount of the Maximum Amount, and (b) each Advance shall be due and payable on the earlier to occur of (i) the date that is twelve months from the date such Advance is made, or (ii) the Maturity Date.

- 3.2. Note. The Loan shall be evidenced by the Note. Each payment under the Loan shall be evidenced and recorded upon the District's loan records, which recordation shall be prima facie evidence of such payment; provided, however, that the failure by the District to make any such recordation shall not limit or otherwise affect the obligations of Big Plains under the Loan Documents.
- 3.3. Interest; Payments; Prepayment. Principal and interest under the Note shall be due and payable as provided for in the Note. The Note may be prepaid as provided for in the Note.
- 3.4. Purpose of Loan. As Big Plains' fiscal agent, the District shall use the Loan Proceeds solely for the purposes of the Project.
- 3.5. Conditions of Loan. In addition to all other conditions of the effectiveness of this Loan Agreement, the obligations of the District under the Loan Documents are subject to the satisfaction of the following conditions:
 - 3.5.1. On or before the date of the first Advance, Big Plains delivers to the District a resolution of the Big Plains Board—or to the extent required by Big Plains' governing documents or Law, a resolution or resolutions of the Town Council—in form and substance satisfactory to the District, in the District's sole opinion and judgment, that Big Plains has authorized the Loan.
 - 3.5.2. On or before the date of the first Advance, Big Plains delivers to the District, one or more resolutions of the Big Plains Board—or to the extent required by Big Plains' governing documents or Law, a resolution or resolutions of the Town Council—in form and substance satisfactory to the District, in the District's sole opinion and judgment, that Big Plains:
 - (a) shall not approve, make, or allow any additional service connections until the completion of the aquifer study that the United States Geological Survey is conducting for the District to establish the reliable yield of the aquifers in Big Plains' service area;
 - (b) upon completion of the USGS aquifer study, shall not approve, make, or allow any additional service connections beyond the reliable yield determined in the study; and

- (c) shall develop and complete a culinary water master plan that includes, or revise its existing culinary water master plan to include, plans for capital facilities, impact fee facilities, rate maintenance, long-term repair and replacement of facilities, and collecting sufficient revenue to timely repay the Loan, including interest.
- 3.5.3. On or before the date of the first Advance, the proceeds of the Drinking Water Board's emergency loan to Big Plains have been exhausted.
- 3.5.4. On or before the date of any of the Advances, the Drinking Water Board (or another state agency) has not provided further funds sufficient to complete the Project.
- 3.6. Disbursement of Loan Proceeds; Restrictions. The Loan Proceeds disbursed shall be used by Big Plains solely to finance Big Plains' working capital needs for the Project and shall be disbursed directly to the District in furtherance of its obligations as Big Plains' fiscal agent under the Construction Management Agreement.
- 3.7. Application of Payments. All payments received by the District from, or for the account of, Big Plains on the Loan shall be applied pursuant to the terms of the Note. All records of payments received by the District shall be maintained at the District's office, and the records of the District shall, absent manifest error, be binding and conclusive upon Big Plains. The failure of the District to record any payment or expense shall not limit or otherwise affect the obligations of Big Plains under the Loan Documents.
- 3.8. Loan Term. The term of the Loan will commence on the effective date of this Loan Agreement, and the Loan will mature upon the Maturity Date, subject to acceleration or adjustment as provided in the Loan Documents.
- 3.9. Obligations Absolute. The obligations of Big Plains to repay the Obligations and to perform and observe the agreements and covenants contained in this Loan Agreement are absolute and unconditional and are not subject to any defense or right of setoff, counterclaim, or recoupment arising out of any breach of Big Plains of any obligation to the District or of the District of any obligation to Big Plains, whether under this Loan Agreement or otherwise, or out of indebtedness or liability at any time owing to Big Plains by the District. Unless and until the Obligations have been paid in full, Big Plains:
- 3.9.1. shall not suspend or discontinue repayment of the Obligations;
- 3.9.2. shall perform and observe all other provisions contained in this Loan Agreement or any documents executed in connection with this Loan Agreement, and

3.9.3. shall not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of acts or circumstances that may constitute the failure of consideration, destruction of the Assets, the sale of the Assets, commercial frustration of purpose, or any failure of the District to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or in connection with this Loan Agreement.

4. Covenants of Big Plains. Big Plains further covenants:

- 4.1. Aquifer Study. Big Plains shall not approve, make, or allow any additional service connections until the completion of the aquifer study that the United States Geological Survey is conducting for the District to establish the reliable yield of the aquifers in Big Plains' service area.
- 4.2. Reliable Yield. Upon completion of the USGS aquifer study, Big Plains shall not approve, make, or allow any additional service connections beyond the reliable yield determined in the study.
- 4.3. Master Plan. Big Plains shall develop and complete a culinary water master plan that includes, or revise its existing culinary water master plan to include, plans for capital facilities, impact fee facilities, rate maintenance, long-term repair and replacement of facilities, and collecting sufficient revenue to timely repay the Loan, including interest.
- 4.4. Revenue. Collect sufficient revenue to timely repay the Loan, including interest, and to fund the expenses set forth in the master plan in section 4.3.
- 4.5. Maintenance of Assets, Preserve Existence, and Comply with Laws. Big Plains shall maintain and preserve, or cause to be maintained and preserved all of its Assets that are necessary or useful in the proper conduct of its business in good working order and condition. For so long as Big Plains remains obligated on the Loan, Big Plains shall do all things necessary to preserve and keep in full force and effect Big Plains' organizational status, and will comply with all Laws, orders, and decrees of any governmental agency or court applicable to Big Plains or to any such Assets.
- 4.6. Examine Books and Records. At all times during the term of the Loan, Big Plains shall keep and maintain all books and records as shall otherwise be appropriate. The District may, from time to time, to examine the books, records, and accounts of Big Plains, Big Plains shall promptly make such books, records, and accounts available to the District upon request.
- 4.7. Reporting Requirements. So long as Big Plains has any obligation to the District under this Loan Agreement, Big Plains shall prepare and deliver to the District the following Financial Statements and reports:

- 4.7.1. Within 10 days of becoming aware of any developments or other information that may materially and adversely affect Big Plains' Assets, business, prospects, profits, or condition (financial or otherwise) or Big Plains' ability to perform under any Loan Document, Big Plains shall give the District prompt written notice specifying the nature of such development or information and such anticipated effect, which shall be promptly confirmed in writing.
 - 4.7.2. As soon as available, but no later than 30 days after the end of each fiscal year of Big Plains, commencing with the fiscal year 2024, complete and accurate Financial Statements representing the financial condition of Big Plains as of the date such Financial Statements shall be prepared and delivered to the District, including such supplemental reports and schedules as the District may require in its sole and absolute discretion. All annual Financial Statements may be audited by certified public accountants acceptable to the District.
 - 4.7.3. At the District's request, Big Plains shall provide such other information respecting the Assets, business, or the condition or operations, financial or otherwise, of Big Plains.
 - 4.8. Reliance by District. The District has the right to conclusively assume that the statements, facts, information, and representations contained in this Loan Agreement, any other agreement between the District and Big Plains, and any other document Big Plains provides the District, are true and correct, and the District may rely thereon without any investigation or inquiry, and any payment made by the District in reliance thereon shall be a complete release in its favor for all sums so paid.
 - 4.9. Additional Debt. Without the prior written consent of the District, Big Plains shall not (a) incur any additional direct or contingent unsecured liabilities (other than those to the District) or become liable for the liabilities of others, or (b) issue or incur any new bonds, certificates, or other obligations having priority of payment out of its revenues over the Obligations.
 - 4.10. Valid Debt. The Loan does not constitute a debt of Big Plains in contravention of any constitutional or statutory debt limitation or restriction.
5. Events of Default. An "Event of Default" shall be deemed to have occurred under this Loan Agreement if:
 - 5.1. Default Under Loan Documents. Big Plains fails to pay principal or interest, or both, when due under the provisions of the Note or Big Plains fails to perform or observe any provision in this Loan Agreement; or

- 5.2. Breached of Representation or Warranty. Any representations or warranties made or agreed to be made in any of the Loan Documents, or otherwise in connection with the Loan, are breached in any respect or prove to be false or misleading in any respect when made; or
- 5.3. Actions Against Big Plains. Any suit is filed against Big Plains that, if adversely determined, could substantially impair the ability of Big Plains to perform any or all of its obligations under and by virtue of any of the Loan Documents, unless Big Plains' counsel furnishes to the District its opinion, to the satisfaction of the District and the District's counsel, that, in its judgment the suit is essentially without merit; or
- 5.4. Levy Upon Property. A levy is made on any property of Big Plains under any process or any lien creditor commences suit to enforce a judgment lien against any Assets of Big Plains and such levy or action is bonded against by sureties deemed by the District to be sufficient in its sole opinion and judgment; or
- 5.5. Attachment. Any proceeding is brought by a creditor of Big Plains seeking to attach or levy any part of the District's commitment to make Advances under this Loan Agreement; or
- 5.6. Acceleration of Other Debts. Big Plains does, fails to do, any act, or any event occurs including, but not limited to, the occurrence of any breach or default by Big Plains under the provisions of any other agreement between the District and Big Plains, whether or not arising under this Loan Agreement or relating to Big Plains' ability to perform under this Loan Agreement, as a result of which any material obligation of Big Plains is declared immediately due and payable by the holder thereof; or
- 5.7. Insolvency. Big Plains fails to pay its debts as they become due or makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they become due, or files a petition under any chapter of the United States Bankruptcy Code or any similar law, or fails to obtain a dismissal of such case within 30 calendar days after its commencement; or
- 5.8. Misrepresentation; Nondisclosure. Big Plains has made certain statements and disclosures in order to induce the District to make the Loan and enter into this Loan Agreement, and if Big Plains has made material misrepresentations or failed to disclose any material fact, the District may treat such misrepresentation or omission as a breach of this Loan Agreement. Such action shall not affect or limit any remedies the District may have for such misrepresentation or non-disclosure; or
- 5.9. Other Obligations. Big Plains commits a breach or default of any other obligation of Big Plains, or breaches any warranty or representation of Big Plains, under the provisions of any other agreement with the District; or

- 5.10. Financial Condition. There is any material adverse change in the financial condition of Big Plains.
6. Remedies. The following remedies are available to the District:
- 6.1. Cease Payment; Accelerate. Upon, or at any time after, the occurrence of an Event of Default, the District shall have no obligation to make the Loan or any Advances, and all sums disbursed or advanced by the District and all accrued and unpaid interest thereon shall, at the option of the District, become immediately due and payable, and the District shall be released from any and all obligations to Big Plains under this Loan Agreement.
- 6.2. Enforcement of Rights. The District may enforce any and all rights and remedies under the Loan Documents and may pursue all rights and remedies available.
- 6.3. Rights and Remedies Non-Exclusive. The rights and remedies set forth above are not exclusive, and the District may avail itself of any individual right or remedy set forth in the Loan Documents, or available at law or in equity, without utilizing any other right or remedy. In addition to the rights and remedies set forth in the Loan Documents, the District shall have all the other rights and remedies accorded in equity and under all other applicable laws, and under any other agreement now or in the future entered into between the District and Big Plains, and all of such rights and remedies are cumulative and none is exclusive. The exercise or partial exercise by the District of one or more of its rights or remedies shall not be deemed an election, nor shall it bar the District from the subsequent exercise or partial exercise of any other rights or remedies. The failure or delay of the District to exercise any rights or remedies shall not operate as a waiver thereof, but all rights and remedies shall continue in full force and effect until all of the Obligations have been indefeasibly paid and performed.
7. General Provisions.
- 7.1. Recitals. The Recitals in this Loan Agreement are incorporated into this Loan Agreement.
- 7.2. Authorization. Each individual executing this Loan 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 Loan Agreement in the capacity and for the entities set forth where he or she so signs.
- 7.3. Counterparts. This Loan 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.
- 7.4. Utah Law Governs. This Loan Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention, and enforcement of any of

its provisions 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, Washington County, State of Utah.

- 7.5. Further Cooperation. The parties to this Loan Agreement hereby agree to do any act or thing and to execute any instruments required by this Loan Agreement that is necessary and proper to make the provisions of this Loan Agreement effective.
- 7.6. Partial Validity. If any portion of this Loan Agreement is held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible: (a) the remainder of this Loan Agreement shall be considered valid and operative, and (b) effect shall be given to the intent manifested by the portion held invalid or inoperative.
- 7.7. Entire Agreement. This Loan Agreement, together with the Note and the Construction Management Agreement, constitute the sole and entire agreement of the parties to this Loan Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 7.8. Amendment; Waiver. No amendment to this Loan Agreement will be effective unless it is in writing, is signed by both parties, and identifies itself as an amendment to this Loan Agreement. A waiver by any party to this Loan Agreement of a breach of any provision of this Loan 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 Loan Agreement. Any waiver shall be in writing and signed by the waiving party.
- 7.9. Topical Headings. The section and subsection headings used in this Loan Agreement are for convenience only and shall not be considered in the interpretation of this Loan Agreement.
- 7.10. Number; Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Loan Agreement in accordance with the manifest intention of the parties. Likewise, if either the feminine, masculine, or neuter gender should be one of the other genders, it shall be so treated.
- 7.11. Ambiguities. This Loan Agreement has been negotiated and drafted by both parties, and the general rule of contract construction that ‘ambiguities shall be construed against the draftsman’ shall have no application to this Loan Agreement.
- 7.12. No Third-Party Beneficiaries. This Loan Agreement is not intended to benefit any third party, including but not limited to any customer of any party, and no such persons 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 under this Loan Agreement that would, in any way, restrict the parties’ right to amend this Loan Agreement at any time or in any manner. Nothing in this

Loan Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Loan Agreement.

- 7.13. Time of the Essence. Time is of the essence with regard to this Loan Agreement as to each provision of this Loan Agreement.
- 7.14. Compliance with Laws. Any and all actions performed pursuant to this Loan Agreement will comply fully with all applicable Laws.
- 7.15. Equal Opportunity Clause. The parties shall 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 and that prohibit sexual harassment in the workplace.
- 7.16. Availability of Funds. Implementation of this Loan Agreement is subject to the availability of appropriated funds. The District may cancel or suspend this Loan Agreement without penalty if adequate funds are not appropriated or received.
- 7.17. Successors and Assigns. This Loan Agreement binds the parties to this Loan Agreement and their successors, permitted assigns, and representatives.
- 7.18. Assignment. No rights or obligations of Big Plains under this Loan Agreement shall be assigned or delegated without the prior written consent of the District. This Loan Agreement is voidable and subject to immediate cancellation by the District upon Big Plains becoming insolvent or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.
- 7.19. Notice. Any notice to be given or payment to be made under this Loan Agreement shall have been properly given or made when received by the District or Big Plains, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

Washington County Water Conservancy District
Attn: Zachary Renstrom, General District Manager
533 E Waterworks Drive
St. George, UT 84770

Big Plains Water Special Service District
Attn: [REDACTED], Board Chair
1777 N Meadowlark Ln
Apple Valley, Utah 84737

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

7.21. Attorney's Fees. If either party defaults in any of the provisions of this Loan Agreement, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, that may arise or accrue from enforcing this Loan Agreement or in pursuing any remedy provided under this Loan Agreement or by applicable law, whether such remedy is pursued by filing suit or otherwise.

7.22. Sovereign Immunity; Relationship of Parties. Nothing in this Loan Agreement shall be construed to waive the governmental immunity of the District or Big Plains, nor shall this Loan Agreement be deemed to create any partnership, joint venture, or agency relationship between the District and Big Plains.

IN WITNESS WHEREOF, the parties to this Loan Agreement have caused to be executed by their duly authorized officials this Loan Agreement effective as of the date first above written.

Washington County Water Conservancy District

By: _____
Zachary Renstrom, General District Manager

Big Plains Water Special Service District

By: _____ (signature)
_____ (print name)
Administrative Control Board, Chair

PROMISSORY NOTE

Principal Amount: \$2,300,000.00

Date of Note: April __, 2024

Big Plains Water Special Service District, a political subdivision of the State of Utah (“Borrower”), promises to pay to **Washington County Water Conservancy District**, a political subdivision of the State of Utah (“Lender”), or order, in lawful money of the United States of America, the principal amount of Two Million Thirty Thousand and No/100 Dollars (\$2,030,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower shall pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on **March 31, 2034**. In addition, Borrower shall pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning 30 days after Lender makes its first advance to Borrower, with all subsequent interest payments due on the same day of each month after that. Payments will be applied first to any accrued unpaid interest, then to principal, then to any late charges, and then to any unpaid collection costs. Borrower shall pay Lender at Lender’s address at 533 East Waterworks Drive, St. George, Utah 84770, or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in the 365-day rate of the Utah Public Treasurer’s Investment Fund (the “Index”). If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will inform Borrower the current Index rate upon Borrower’s request. The interest rate change will not occur more often than each day. The current published rate of the Index (the rate for February 2024) is 5.48075739% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the “INTEREST CALCULATION METHOD” paragraph below using a rate of 1.0 percentage point over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 6.48075739% per annum based on a year of 360 days. Under no circumstances shall the interest rate on this Note be less than 4.000% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments shall not, unless agreed to by Lender in writing, relieve Borrower of Borrower’s obligation to continue to make payments of accrued unpaid interest. Rather, early payments shall reduce the principal balance due. Borrower agrees not to send Lender payments marked “paid in full,” “without recourse,” or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender’s rights under this Note, and Borrower shall remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that

the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to Lender at 533 East Waterworks Drive, St. George, Utah 84770.

LATE CHARGE. If a payment is ten calendar days or more late, Borrower shall be charged 1.000% of the unpaid portion of the regularly scheduled payment or \$15, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding a 5.000 percentage-point margin (“Default Rate Margin”). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. In no event, however, will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following constitutes an event of default (“Event of Default”) under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any provision in this Note or in any of the related documents or to comply with or to perform any material provision in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower’s property or Borrower’s ability to repay this Note or perform Borrower’s obligations under this Note or any of the related documents.

False Statements. Any warranty, representation, or statement made to Lender by Borrower or on Borrower’s behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower’s existence as a special service district, the insolvency of Borrower, the appointment of a receiver for any part of Borrower’s property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession, or any other method, by any creditor of Borrower or by any governmental agency against Borrower’s assets. This includes a garnishment of any of Borrower’s accounts, including deposit accounts. However, this Event of Default shall not apply if there is a good-faith dispute by Borrower as to the validity or reasonableness of the claim that is the basis of the creditor or forfeiture proceeding, if Borrower gives Lender written notice of the creditor or forfeiture proceeding, and if, at Lender’s request, Borrower deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its

sole discretion, as being an adequate reserve or bond for the dispute.

Adverse Change. A material adverse change occurs in Borrower's financial condition or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith and exercising commercially reasonable judgment believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding 12 months, the default may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (a) cures the default within 15 days; or (b) if the cure requires more than 15 days, immediately initiates steps that Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower shall pay that amount.

ATTORNEYS' FEES AND EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower shall pay Lender all costs and fees incurred by Lender to collect any amount due and unpaid under this Note. This includes Lender's reasonable attorney's fees and Lender's legal expenses, expenses for accountants or other expert consultants or witnesses, whether or not there is a lawsuit, including without limitation all reasonable attorney's fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. Borrower also shall pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note is governed by the laws of the State of Utah.

LINE OF CREDIT. This Note evinces a revolving line of credit. Advances under this Note will only be made in accordance with that certain Loan Agreement (Revolving Line of Credit) ("Loan Agreement") between Borrower and Lender executed concurrently with this Note but only after all the proceeds from the loan from the Utah Department of Environmental Quality, Division of Drinking Water, Drinking Water Board to Borrower for the benefit of Borrower for the "Project" (as that term is defined in the Loan Agreement) have been exhausted and only if the Drinking Water Board or another state agency has not provided further funds sufficient to complete the Project. Borrower shall be liable for all sums advanced under this Note. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records. Lender has no obligation to advance funds under this Note if: (a) Borrower is in default under the provisions of this Note or any agreement that Borrower has with Lender, including any agreement made in connection with the signing of this Note; (b) Borrower ceases doing business or is insolvent; or (c) Lender in good faith believes itself insecure.

SUCCESSOR INTERESTS. This Note shall be binding upon Borrower and upon Borrower's successors and permitted assigns and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact shall not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower waives presentment, demand for payment, and notice of dishonor. Lender may renew or extend (repeatedly and for any length of time) this loan or take any other action deemed necessary by Lender and may modify this loan without the consent of or notice to anyone other than Borrower.

Big Plains Water Special Service District, Borrower

By: _____ (signature)

_____ (print name)
Administrative Control Board, Chair

CONSTRUCTION MANAGEMENT AGREEMENT

This Construction Management Agreement (this “Agreement”) is effective this ___ day of April 2024, and is between Washington County Water Conservancy District, a political subdivision of the State of Utah (the “District”), and Big Plains Water Special Service District, a political subdivision of the State of Utah (“Big Plains”)

RECITALS

- A. The District is a political subdivision of the State of Utah, organized as a water conservancy district under the Utah Water Conservancy District Act, Title 17B, Chapter 2a, Part 10, Utah Code, as amended, and the District’s purposes includes providing for the conservation and development of water resources in Washington County, Utah.
- B. Utah Code § 17B-2a-1004(1)(c) authorizes the District to construct works, facilities, or improvements whether inside or outside the District.
- C. Utah Code § 17B-2a-1004(2) authorizes the District to contract with special service districts for water-related services and to coordinate water-resource planning among public entities.
- D. Utah Code § 17B-1-103(2) authorizes the District to construct facilities and works, to enter into contracts it considers necessary, convenient, or desirable to carry out its functions, and to perform any act or exercise any power reasonably necessary for the efficient operation of the District in carrying out its purposes.
- E. Big Plains is a political subdivision of the State of Utah, organized as a special service district under the Utah Special Service District Act, Title 17D, Chapter 1, Utah Code, as amended. Big Plains was organized by the Town of Apple Valley in Washington County, Utah (the “Town”), and Big Plains provides culinary water services to the residents within the municipal boundaries of the Town.
- F. Pursuant to Utah Code § 17D-1-301, the Town Council has delegated the right, power, and authority it possesses with respect to the governance of Big Plains to the Administrative Control Board of Big Plains (the “Big Plains Board”).
- G. Utah Code § 17D-1-103(2)(b) authorizes Big Plains to construct facilities and to enter into contracts it considers desirable to carry out its functions, including contracts with water conservancy districts.
- H. Big Plains provides water services through multiple, separate water systems, including the Cedar Point water system (the “Cedar Point System”) and the Apple Valley water system (the “Apple Valley System”).
- I. The Cedar Point System supplies water to the community of Cedar Point. The Cedar Point System collects water from its wells, and the water is stored in one 1,000,000-gallon tank.

- J. In summer 2023, the season when demand for water is at its highest, the Cedar Point System ran out of water because the wells and the storage tank went dry. While the wells started producing water again, the wells are expected to run dry again in summer 2024. Additionally, testing has revealed that the water from the Cedar Point System's wells currently do not meet state and federal quality standards.
- K. In response to this emergency situation and based on recommendations from engineering consultants and in consultation with political subdivisions of the State of Utah, Big Plains has determined it necessary to construct a pipeline along with a booster pump station for the purpose of delivering excess water from the Apple Valley's System wells to the Cedar Point System (the "Project").
- L. The Utah Department of Environmental Quality, Division of Drinking Water, Drinking Water Board (the "Drinking Water Board") has authorized an emergency loan of \$3,370,000 to Big Plains, and the proceeds of the Loan (the "Loan Proceeds") are to be used solely for construction of the Project.
- M. Big Plains lacks the resources to manage the construction of the Project. But the District has both the resources and the experience for a project of this type, enabling it to act as the fiscal agent for Big Plains by managing the Loan Proceeds and to manage construction of the Project.
- N. The Loan Proceeds, however, will almost certainly be insufficient to complete the Project. Thus, concurrently with entering into this Agreement, the District and Big Plains are entering into a Loan Agreement (Revolving Line of Credit) under which the District will make available to Big Plains a revolving line of credit in the maximum principal sum of \$2,030,000, evidenced by a Promissory Note, for the sole purpose of financing the short-term working-capital needs for the Project, but only once the Loan Proceeds are depleted and only if the Drinking Water Board or another state agency does not provide further funds sufficient to complete the Project.
- O. Big Plains wants the District to act as the fiscal agent for Big Plains in managing the Loan Proceeds, and the District is willing to act as the fiscal agent for Big Plains by managing the State Loan, all subject to the provisions of this Agreement.
- P. Big Plains also wants the District to manage construction of the Project, and the District is willing to manage construction of the Project, all subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Big Plains and the District agree as follows:

AGREEMENT

1. Fiscal Agent.

1.1. Appointment. Big Plains hereby appoints the District as its fiscal agent to receive the State Loan Proceeds directly from the Drinking Water Board on behalf of Big Plains and to disburse the State Loan Proceeds for and in furtherance of the Project.

1.2. Responsibilities. The District hereby accepts its appointment as fiscal agent. As fiscal agent, the District shall:

1.2.1. receive the State Loan Proceeds directly from the Drinking Water Board and disburse the State Loan Proceeds in accordance with the requirements of the State Loan and applicable law, including R309 of the Utah Administrative Code;

1.2.2. account for the receipt and disbursement of the State Loan Proceeds;

1.2.3. establish and maintain for the use of the Project a designated account segregated on the District's books for receipt of the State Loan Proceeds, use all amounts deposited into the account only for purposes of the Project, and treat the disbursements from the account as payments on behalf of Big Plains for the Project;

1.2.4. maintain all financial records relating to the Project according to generally accepted accounting principles and make the records available to auditors as required by law; and

1.2.5. provide information to Big Plains, as reasonable and upon request, to assist Big Plains in preparing financial reports as may from time to time be required by the Drinking Water Board in connection with the State Loan.

2. Project Management Terms, Responsibilities, and Exceptions.

2.1. Construction Manager. Big Plains hereby engages the District as its sole and exclusive construction manager for the Project.

2.2. Responsibilities of District. As construction manager for the Project, the District shall:

2.2.1. furnish construction administration and management services and use reasonable efforts to require the Project be performed in an expeditious and economical manner consistent with the interests of Big Plains;

- 2.2.2. oversee construction of the Project, act as a liaison between Big Plains and construction contractors, suppliers, and public agencies regarding the Project and monitor construction schedules, on-site construction inspections, compliance with plans and specifications, change orders, contract administration, providing Big Plains with status updates and such other management services related to the Project as the District determines reasonably necessary to ensure completion of the Project;
 - 2.2.3. make recommendations to Big Plains with respect to the selection of materials and equipment and other aspects of the physical construction of the Project, the availability of materials and labor, time requirements for procuring any long-lead items, installation and construction, costs and construction time associated with alternative designs or materials, and the budget;
 - 2.2.4. in conjunction with engineering contractor designated in section 4 below, determine the date construction will commence on the Project; and
 - 2.2.5. designate a representative for purpose of carrying out the District's responsibilities as the construction manager under this Agreement. The District's initial designated representative is Anthony Jones.
- 2.3. Exceptions to District Responsibilities.
- 2.3.1. In no event shall the District be deemed to be performing, or be required to perform, any design or engineering in connection with the Project, including any professional services that constitute the practice of engineering.
 - 2.3.2. The District does not warrant or guarantee cost estimates or construction schedules.
 - 2.3.3. The recommendations and input of the District concerning design alternatives or construction processes shall be subject to the review and approval of Big Plains and Big Plains' own professional consultants, if any.
 - 2.3.4. The District is not responsible for determining whether drawings or specifications are in accordance with applicable laws, statutes, ordinances, building codes, or regulations.
 - 2.3.5. The District is not responsible for commencing construction by a fixed date or completion of construction of the Project by a fixed date.
 - 2.3.6. The District is not responsible for obtaining easements or right-of-way for the Project.

- 7.1. The District shall perform the services under this Agreement without charging Big Plains a fee for such services.
 - 7.2. The District has no obligation at any time to provide a performance bond or a surety bond or any other type of undertaking, either directly or indirectly through a surety, for the performance of the services under this Agreement or for its obligations as Big Plains' fiscal agent.
8. General Provisions.
- 8.1. Recitals. The Recitals in this Agreement are incorporated into this Agreement.
 - 8.2. 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.
 - 8.3. 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.
 - 8.4. Utah Law Governs. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention, and enforcement of any of its provisions 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, Washington County, State of Utah.
 - 8.5. Further Cooperation. The parties to this Agreement hereby agree to do any act or thing and to execute any instrument required by this Agreement that is necessary and proper to make the provisions of this Agreement effective.
 - 8.6. Partial Validity. If any portion of this Agreement is 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.
 - 8.7. Entire Agreement. This Agreement, together with Loan Agreement (Revolving Line of Credit) between the District and Big Plains and Big Plain's Promissory Note to the District, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
 - 8.8. Amendment; Waiver. No amendment to this Agreement will be effective unless it is in writing, is signed by both parties, and identifies itself as an amendment to this Agreement. A 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.

- 8.9. Topical Headings. The section and subsection headings used in this Agreement are for convenience only and shall not be considered in the interpretation of this Agreement.
- 8.10. Number; Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accordance with the manifest intention of the parties. Likewise, if either the feminine, masculine, or neuter gender should be one of the other genders, it shall be so treated.
- 8.11. Ambiguities. This Agreement has been negotiated and drafted by both parties, and the general rule of contract construction that ‘ambiguities shall be construed against the draftsman’ shall have no application to this Agreement.
- 8.12. No Third-Party Beneficiaries. This Agreement is not intended to benefit any third party, including but not limited to any customer of any party, and no such persons 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 under this Agreement that would, in any way, restrict the parties’ right to amend 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 person to any party to this Agreement.
- 8.13. Compliance with Laws. Any and all actions performed pursuant to this Agreement will comply fully with all applicable federal, state, and local laws, statutes, ordinances, codes, and regulations.
- 8.14. Equal Opportunity Clause. The parties shall 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 and that prohibit sexual harassment in the workplace.
- 8.15. Availability of Funds. Implementation of this Agreement is 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.
- 8.16. Successors and Assigns. This Agreement binds the parties to this Agreement and their successors, permitted assigns, and representatives.
- 8.17. Assignment. No rights or obligations of Big Plains under this Agreement shall be assigned or delegated without the prior written consent of the District. This Agreement is voidable and subject to immediate cancellation by the District upon Big Plains becoming insolvent or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

- 8.18. Indemnity. Big Plains shall unconditionally and absolutely defend, indemnify, save harmless, and release the District and all its directors, officers, agents, volunteers, and employees from and against any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, and 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. The right of indemnification in this section 9.18 shall be in addition to any rights to which the District may otherwise be entitled. Without limiting the survival of any other provision of this Agreement, this indemnification obligation shall survive any termination of this Agreement.
- 8.19. Notice. Any notice to be given or payment to be made under this Agreement shall have been properly given or made when received by the District or Big Plains, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:
- Washington County Water Conservancy District
Attn: Zachary Renstrom, General District Manager
533 E Waterworks Drive
St. George, UT 84770
- Big Plains Water Special Service District
Attn: [REDACTED], Board Chair
1777 N Meadowlark Ln
Apple Valley, Utah 84737
- 8.20. Term of Agreement. If not terminated earlier, this Agreement will end when both parties have fulfilled their respective obligations in this Agreement or **April 1, 2025**, whichever occurs first.
- 8.21. Termination. Unless expressly stated otherwise in this Agreement, this Agreement may be terminated with cause by either party, in advance of the termination date in section 9.20, upon written notice to the other party. The party in breach will have ten business days after notification to correct and cease the breach, after which this Agreement may be terminated for cause. Such termination shall be without prejudice to any claim for damages or other remedy for such breach.
- 8.22. Default. Except as specifically provided for in this Agreement, a default by any party in an obligation set forth in this Agreement shall not result in, or be the basis for, the termination or rescission of this Agreement.
- 8.23. Attorney's Fees. If either party defaults in any of the provisions of this Agreement, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, that may arise or accrue from enforcing or terminating this Agreement or in

pursuing any remedy provided under this Agreement or by applicable law, whether such remedy is pursued by filing suit or otherwise.

8.24. 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 are not 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 of this Agreement and the respective rights and obligations of the parties shall be enforceable by specific performance, injunction, or other equitable remedy.

8.25. Sovereign Immunity; Relationship of Parties. Nothing in this Agreement shall be construed to waive the governmental immunity of the District or Big Plains, nor shall this Agreement be deemed to create any partnership, joint venture, or agency relationship between the District and Big Plains except as specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused to be executed by their duly authorized officials this Agreement effective as of the date first above written.

Washington County Water Conservancy District

By: _____
Zachary Renstrom, General District Manager

Big Plains Water Special Service District

By: _____ (signature)
_____ (print name)
Administrative Control Board, Chair



Procurement Memo

To Zachary Renstrom, General Manager
From Trinity Stout, Project Manager
Date March 27, 2024
Subject Procurement of Engineering Services

Type of Procurement: Non-Standard Procurement of Service

Item Description: Engineering Services to provide final design and construction management for the Confluence Park Reuse Pump Station Project.

Reason for Procurement: The Project Development Department of the Washington County Water Conservancy District (district) needs to procure this service in order to finalize the design of the future Confluence Park Reuse Pump Station.

Proposed Vendor: Bowen Collins & Associates

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: \$325,305

Because the purchase amount is over \$50,000, 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: 65-5232-000

Approved:

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

Zachary Renstrom, General Manager



NON-STANDARD PROCUREMENT STATEMENT

The Washington County Water Conservancy District (district) has determined that a contract for Engineering Services will be awarded to Bowen Collins & Associates 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 engineering 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. Bowen Collins & Associates was previously retained by Ash Creek Special Service District as the design engineer for the future Confluence Park Water Reclamation Facility. The Washington County Water Conservancy District previously retained Bowen Collins & Associates to provide a preliminary design report for the associated Confluence Park Reuse Pump Station. In order to maintain consistency across design and operation, it is advantageous to continue using Bowen Collins & Associates for the final design and construction management. *See* Utah Code Section 63G-6a-802(1)(c); WCWCD Administrative Policy 5.3.3(e).

Purchase Amount: \$325,305

Dated this 27th day of March, 2024,

Zachary Renstrom, General Manager

Procurement Notice

The Washington County Water Conservancy District (district) will award a contract for Engineering Services on or after April 7th 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 or by email trinty@wccwd.org.

AGREEMENT
(Confluence Park Reuse Pump Station Project)

This Agreement is made and entered into effective on the 1 day of April, 2024, by and between the Washington County Water Conservancy District, a political subdivision of the State of Utah ("District"), and Bowen Collins & Associates ("Engineer"), a Utah corporation.

RECITALS

WHEREAS, the District desires to engage an engineer to provide final design and project management and coordination services for Confluence Park Reuse Pump Station Project; and

WHEREAS, the Engineer 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. 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

BOWEN COLLINS & ASSOCIATES
ATTN. AARON ANDERSON
20 NORTH MAIN, SUITE 107
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. 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 March 25, 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

BOWEN COLLINS & ASSOCIATES

By: _____
Todd Olsen, P.E.

March 25, 2024

E-MAIL

Trinity Stout – Project Manager
Washington County Water Conservancy District
533 East Waterworks Drive
St. George, Utah 84770

Subject: Proposal for the Final Design of the Confluence Park Reuse Pump Station Project

Dear Trinity:

Washington County Water Conservancy District (WCWCD/district) is currently working on a Regional Reuse System to provide additional water supply for the county. Part of this plan includes taking reuse water from the proposed Confluence Park Water Reclamation Facility (CPWRF) in La Verkin and pumping it into the secondary irrigation systems for both La Verkin and Toquerville. Bowen Collins & Associates (BC&A) was retained by Ash Creek Special Service District (ACSSD) to design the proposed CPWRF which has begun construction with an estimated completion date of December 2025. The CPWRF project is being run through a collaborative Construction Manager/General Contractor (CMGC) delivery system with Haskell Company (Haskell) being selected as the CMGC partner.

WCWCD has asked BC&A to provide a scope of services and an associated fee to provide the final design for the proposed Confluence Park Reuse Pump Station Project. The pump station will be used to pump both reuse water to irrigators as well as dispose of treated effluent to Ash Creek. Our understanding is that WCWCD will construct the facility and staff from ACSSD will operate the facility. This scope of services assumes the final design will be run through the CMGC collaborative delivery system with ACSSD and Haskell.

In accordance with your request, this letter has been prepared for your review and consideration. Below is a scope of services and an associated fee for BC&A to provide the final design services for the project.

PROPOSED SCOPE OF SERVICES

TASK 1 – FINAL DESIGN SERVICES

Task 1-1: Project Management and Coordination. BC&A will provide project management and coordination services necessary during final design. Services include processing of invoices, management of project team and subconsultants, control of project schedule and budget, communication with WCWCD and ACSSD, and general coordination necessary to deliver the project.

Task 1-2: Chlorine Evaluation and Selection. BC&A will investigate and prepare a technical memorandum providing options and recommendations for chlorine residual dosing equipment. This task includes a two-hour meeting with WCWCD, ACSSD, BC&A and Haskell to review the information and determine which option will be included in the final design.

Task 1-3: Design Review Workshops. BC&A will conduct final design review workshops with the district, ACSSD and Haskell staff at the 60, 90 and 100 percent complete stages of the design. We will provide meeting minutes to summarize the results of these meetings.

Task 1-4: Final Design of Reuse Pump Station. BC&A will prepare and submit 60, 90, and 100 percent plans and specifications for the Reuse Pump Station. The project is anticipated to include:

- Interior diversion box
- Shared wet well for reuse and effluent return with divider wall
- Discharge piping and connection to future pipeline
- Chlorination system
- Yard piping, including effluent, drainage and other utilities.
- Standby power generation system

Final design will include general, civil, architectural, structural, mechanical, HVAC, plumbing, electrical and instrumentation (P&ID) plans and technical specifications. A preliminary sheet list for this scope of work is provided in Attachment A. This sheet list serves as the basis for BC&A's anticipated level of effort required for final design of project facilities.

Task 1-5: Front End Contract Document Preparation. BC&A will prepare final ready-to-print design and construction contract documents for the project.

Task 1-6: Permitting. BC&A will assist the district in preparation of applications for permits necessary for construction of the project. It is estimated that the regulatory agencies will include the Division of Water Quality, La Verkin City, Rocky Mountain Power, etc. This task assumes a total of three two-hour meetings with the various agencies.

TASK 2 – GUARANTEED MAXIMUM PRICE (GMP) COORDINATION

Task 2-1: GMP Review Meetings. BC&A will prepare for and attend two GMP coordination meetings with WCWCD, ACSSD and Haskell to discuss the cost estimates prepared by Haskell at the 60 and 90 percent design milestones.

Task 2-2: GMP Coordination. BC&A will coordinate with Haskell and respond to inquiries and RFI's to assist in the development of the final GMP.

PROPOSED PROJECT SCHEDULE

We have prepared the following schedule for the final design phase of this project based upon our understanding of this project and previous experience with similar projects. This schedule is based on an anticipated Notice to Proceed (NTP) occurring on April 8, 2024. It should also be noted that this schedule is preliminary and can be revised as needed.

<u>Task/Milestone</u>	<u>Anticipated Date</u>
60% Design Complete	June 17, 2024 (10 weeks from NTP)
60% Design Review Meeting	July 1, 2024 (12 weeks from NTP)
90% Design Complete	August 12, 2024 (6 weeks from 60%)
90% Design Review Meeting	August 26, 2024 (8 weeks from 60%)
100% Design Complete	October 7, 2024 (6 weeks from 90%)
100% Design Review Meeting	October 21, 2024 (8 weeks from 90%)

BUDGETARY ASSUMPTIONS

Our proposed engineering fee has been based upon the following budgetary assumptions.

1. This scope does not include any time to coordinate water rights needed for the project. BC&A is assisting the district with a Sewage Effluent Reuse Application under a separate contract.
2. Given the proximity of this building to the CPWRF project, the survey and geotechnical evaluation from the CPWRF project will be used.
3. Technical Specifications will be developed around the Construction Specification Institute (CSA) Master Format List of Titles (2016).
4. The standard hard copy drawing delivery format is 11" x 17". Full-size drawings, if requested, will be provided on standard size D, 22" x 34" paper at the cost of printing and reproduction.
5. Electronic deliverable format will be limited to PDF, AutoCAD, MS Word, and MS Excel. No software will be specifically written for this project.
6. Written deliverables will be submitted in electronic PDF format. Up to three hard copies will be provided to the district for milestone reviews.
7. The design for the pump station will match the architectural system from the CPWRF and will be based on the topographic information developed as part of the overall treatment plant design.
8. Bid services will not be required as the final design will be run through the CMGC collaborative delivery system with ACSSD and Haskell.
9. Construction management services will be covered under the current contract with ACSSD for the CPWRF project.
10. The reuse pump station will be powered by a single feed that is metered into the building and separate electrical feeds and meters to WCWCD/ACSSD pumps will not be required.

COST SUMMARY

We have tabulated estimated man-hours and costs to complete each task outlined in the previously defined scope of services. As presented in Attachment B, we propose to complete the scope of services for each task on a time and expense basis, for a not to exceed upper limit of \$325,305 without prior authorization.

We are willing to negotiate the scope of work, schedule, and fee as needed to meet the requirements of the district. We enjoy working with both WCWCD and ACSSD and are excited for the opportunity

Confluence Park Reuse Pump Station Project

March 25, 2024

Page 4

to continue to provide you with engineering services on this and future projects. Please call if you have any questions or if you need additional information.

Sincerely,

BOWEN COLLINS AND ASSOCIATES

Aaron Anderson, P.E.

Project Manager

Enc: Attachments

Cc: Mike Chandler – ACSSD

Jeff Beckman – BC&A

Todd Olsen – BC&A

ATTACHMENT A
Confluence Park Reuse Pump Station Project
WCWCD/ACSSD

Estimated Drawing Sheet Count
 Last Updated: 03/25/24



No.	Sheet No.	Drawings
1	G-01	Title Page, Project Location, & Vicinity Map
2	G-02	Index of Drawings
3	G-03	Abbreviations
4	G-04	Symbols and Legend
5	G-05	General Notes
6	G-06	Design Criteria/Schematic Process
7	G-07	Hydraulic Profile
8	C-01	Overall Drawings Index Map
9	C-02	Site Coordinates
10	C-03	Pump Station Site Plan
11	C-04	Pump Station Grading Plan
12	C-05	Yard Piping Plan
13	C-06	Pipeline Plan and Profiles
14	C-07	Misc Details - 1
15	C-08	Misc Details - 2
16	GC-01	General Civil Details - 1
17	GC-02	General Civil Details - 2
18	GC-03	General Civil Details - 3
19	GC-04	General Civil Details - 4
20	GC-05	General Civil Details - 5
21	GC-06	General Civil Details - 6
22	GC-07	General Civil Details - 7
23	A-01	Code Data and Abbreviations
24	A-02	Egress Floor Plans
25	A-03	Door Schedule
26	A-04	Door Hardware
27	A-05	Window Schedule
28	A-06	Finish Schedule
29	A-PS-01	Pump Station Building Level 1 Floor Plan
30	A-PS-02	Pump Station Building Roof Plan
31	A-PS-03	Pump Station Building Exterior Elevations -1
32	A-PS-04	Pump Station Building Exterior Elevations -2
33	A-PS-05	Pump Station Building Sections
34	GA-01	General Architectural Details - 1
35	GA-02	General Architectural Details - 2
36	GA-03	General Architectural Details - 3
37	GA-04	General Architectural Details - 4
38	GA-05	General Architectural Details - 5
39	S-01	Footing and Foundation Plan
40	S-02	Suspended Floor Plan
41	S-03	Roof Framing Plan
42	S-04	Building Sections -1
43	S-05	Building Sections -2

44	S-06	Building Sections -3
45	S-07	Tilt Panel Elevations -1
46	S-08	Tilt Panel Elevations -2
47	S-09	Tilt Panel Elevations -3
48	S-10	Tilt Panel Elevations -4
49	S-11	Structural Details - 1
50	S-12	Structural Details - 2
51	S-13	Structural Details - 3
52	S-14	Structural Details - 4
53	S-15	Structural Details - 5
54	GS-01	General Structural Notes
55	GS-02	General Structural Details - 1
56	GS-03	General Structural Details - 2
57	GS-04	General Structural Details - 3
58	GS-05	General Structural Details - 4
59	GS-06	General Structural Details - 5
60	GS-07	General Structural Details - 6
61	GS-08	General Structural Details - 7
62	M-01	Piping Schedule - 1
63	M-02	Piping Schedule - 2
64	M-02	Mechanical Equipment Schedule
65	M-PS-01	Pump Station Plan
66	M-PS-02	Pump Station Sections -1
67	M-PS-03	Pump Station Sections -2
68	GM-01	General Mechanical Details - 1
69	GM-02	General Mechanical Details - 2
70	GM-03	General Mechanical Details - 3
71	GM-04	General Mechanical Details - 4
72	GM-05	General Mechanical Details - 5
73	GM-06	General Mechanical Details - 6
74	H-01	HVAC Abbreviations, Legend and Notes
75	H-02	HVAC Schedule
76	H-03	HVAC Control Sequence and Schematic
77	H-PS-01	Pump Station Building HVAC Plan
78	H-PS-02	Pump Station Building HVAC Sections
79	GH-01	HVAC General Details
80	P-01	Plumbing Abbreviations, Legend and Notes
81	P-02	Plumbing Schedule
82	P-PS-01	Pump Station Building Main Level Plumbing Plan
83	P-PS-02	Pump Station Building Lower Level Plumbing Plan
84	GP-01	Plumbing General Details
85	E-01	Electrical Legends and Notes
86	E-02	Electrical Site Plan
87	E-03	Power One-Line Diagram
88	E-03	Load Summary and Panel Schedules
89	E-04	Lighting Plan
90	E-05	Grounding and Power Plan
91	E-06	Conduit and Conductor Schedules (Power)
92	E-07	Secondary Reuse Pump Motor Control Schematic
93	E-08	Effluent Return Pump Motor Control Schematic
94	E-09	Exhaust Fan and Control Schematic

95	E-10	Chlorine Generation & Dosing Control Schematic
96	GE-01	General Electrical Details - 1 Installation
97	GE-02	General Electrical Details - 2 Installation
98	GE-03	General Electrical Details - 3 Grounding Installation
99	I-01	P&ID Legends - 1
100	I-02	P&ID Legends - 2
101	I-03	P&ID Legends - 3
102	I-04	P&ID Schematics - 1 Secondary Reuse Pumps
103	I-05	P&ID Schematics - 2 Secondary Reuse Pumps - Surge Tank
104	I-06	P&ID Schematics - 3 Effluent Return Pumps
105	I-07	P&ID Schematics - 4 Effluent Return Pumps
106	I-08	P&ID Schematics - 5 Chlorine Generation
107	I-09	P&ID Schematics - 6 Chemical Dosing
108	I-10	P&ID Schematics - 7 Standby Power
109	I-11	Controls Plan
110	I-12	Conduit and Conductor Schedules (Control, Signal, Network)
111	I-13	Network Architecture Diagram
112	I-14	Control Panel Layout Elevations and Backplane
113	I-15	Control Panel Layout BOM
114	I-16	Control Panel Schemactic - 1 120VAC ladder diagram
115	I-17	Control Panel Schemactic - 2 24Vdc ladder diagram
116	I-18	Control Panel Schemactic - 3 Digital Inputs
117	I-19	Control Panel Schemactic - 4 Digital Inputs
118	I-20	Control Panel Schemactic - 5 Digital Outputs
119	I-21	Control Panel Schemactic - 6 Analog Inputs
120	I-22	Control Panel Schemactic - 7 Analog Inputs
121	I-23	Control Panel Schemactic - 8 Analog Outputs
122	GI-01	General Instrumentation Details - 1 Installation
123	GI-02	General Instrumentation Details - 2 Installation
124	GI-03	General Instrumentation Details - 3 Installation

ATTACHMENT B

Confluence Park Reuse Pump Station Project - Final Design
WCWCD

Engineering Man-hours and Fee Estimate



3/25/2024

Labor Category	Office		Techs	Engineers										Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
	Account Skousen	Editor Hibert	Tech V Riggs	EE Lake	EE Youngstrom	Struct. Smoot	Struct. Cohen	EIT Mattice	PE Rogers	PE Anderson	PM Olsen	PIC Beckman					
Task 1 - Final Design Services																	
1-1 Project Management and Coordination	4			6				12	20	20	8	12	44	\$ 8,396	\$ -	\$ 8,396	
1-2 Chlorine Evaluation and Selection									4	4		4	46	\$ 7,324	\$ -	\$ 7,324	
1-3 Design Review Workshops					4			12	12	12	4	12	60	\$ 10,904	\$ 1,500	\$ 12,404	
1-4 Final Design of Reuse Pump Station		16	124	260	124	248	124	246	110	24	24	36	1336	\$ 219,816	\$ 38,225	\$ 258,041	
1-5 Front End Document Preparation		4						8	16	2	6	8	44	\$ 7,548	\$ -	\$ 7,548	
1-6 Permitting				12	4	10	2		16	8	4	8	64	\$ 11,392	\$ 5,500	\$ 16,892	
Task 1 Sub-Total	4	20	124	278	132	258	130	278	174	70	46	80	1594	\$ 265,380	\$ 45,225	\$ 310,605	
Task 2 - GMP Coordination																	
2-1 GMP Review Meetings									8	8	12	12	40	\$ 8,012	\$ -	\$ 8,012	
2-2 GMP Coordination									4	4	12	12	32	\$ 6,688	\$ -	\$ 6,688	
Task 2 Sub-Total	0	0	0	0	0	0	0	0	12	12	24	24	72	\$ 14,700	\$ -	\$ 14,700	
TOTAL HOURS	4	20	124	278	132	258	130	278	186	82	70	104	1666				
TOTAL COST NOT TO EXCEED														\$ 280,080	\$ 45,225	\$ 325,305	

Expenses include:

Mileage Charge at \$0.75/mile

10% Markup on other project related expenses



Memo

To Board of Directors, Washington County Water Conservancy District

From Trinity Stout, Project Manager

Date March 27, 2024

SUBJECT Reimbursement MOU with the Toquerville City

Situation

The Washington County Water Conservancy District (District) has requested additional work be performed as part of the Toquerville Parkway Phase B Project, which is being managed by the Toquerville City (Toquerville). The requests resulted in Change Orders to the Project, for which the District will need to reimburse Toquerville.

Background

Toquerville procured JP Excavation for the construction of Phase B of the Toquerville Parkway Project, with Stanley Consultants responsible for Construction Management. The project includes the construction of a road, bridge, utility bridge and the installation of new utilities and the relocation of existing utilities. The project was designed in coordination between Horrocks, Rosenberg, and Alpha Engineering.

After the project was awarded and funded, an opportunity to accommodate future reuse pipelines was identified by Mike Chandler with Ash Creek Special Service District which included upsizing casing from 12" to 20" on the utility bridge and installing additional casing under the road for future reuse pipelines. By spending the funds up front, the District would avoid needing to construct an additional utility bridge and jack and bore steel casing under the completed highway. The District, Toquerville, JP Excavation, and Rosenberg Engineers coordinated the upsize and design.

Part of the project included the realignment of the District's 24" Toquerville Springs Pipeline. This section of pipeline is asbestos cement (AC) pipe that becomes brittle over time and is difficult and unsafe to work with. A conversation between the District's Operations Manager, JP Excavation, and Toquerville identified an opportunity to replace an additional 375 feet of AC pipe on the south side of the project, that was outside of the original project scope, but would eliminate AC pipe through that section of road.

Assessment

The District will need to reimburse Toquerville for the amount specified the proposed Memorandum of Understanding as the work is completed and as the contractor submits partial payment and final payment requests.

Recommendation

Approve the reimbursement Memorandum of Understanding for the Toquerville Parkway Phase B Project with Toquerville City for the amount of \$290,845.00.

MEMORANDUM OF UNDERSTANDING
Toquerville Parkway Project – Phase B

Effective March 6, 2024, this Memorandum of Understanding (MOU) is made between Washington County Water Conservancy District (District) and Toquerville City (Toquerville).

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.* (Special Districts), and 17B-2a-1001 *et seq.* (Water Conservancy District Act).

The statutes and regulations authorizing Toquerville 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), (10-8-1 *et seq.* (Municipal General Powers), and 17B-1-101 *et seq.* (Special Districts).

II. PURPOSE

Toquerville procured JP Excavation for the construction of Phase B of the Toquerville Parkway Project, with Stanley Consultants responsible for Construction Management. The project includes the construction of a road, bridge, utility bridge and the installation of new utilities and the relocation of existing utilities. The project was designed in coordination between Horrocks, Rosenberg, and Alpha Engineering.

After the project was awarded and funded, an opportunity to accommodate future reuse pipelines was identified by Mike Chandler with Ash Creek Special Service District which included upsizing casing from 12” to 20” on the utility bridge and installing additional casing under the road for future reuse pipelines. By spending the funds up front, the District would avoid needing to construct an additional utility bridge and jack and bore steel casing under the completed highway. The District, Toquerville, JP Excavation, and Rosenberg Engineers (“Engineers”) coordinated the upsize and design.

Part of the project included the realignment of the District’s 24” Toquerville Springs Pipeline. This section of pipeline is asbestos cement (AC) pipe that becomes brittle over time and is difficult and unsafe to work with. A conversation between the District’s Operations Manager, JP Excavation, and Toquerville identified an opportunity to replace an additional 375 feet of AC pipe on the south side of the project, that was outside of the original project scope, but would eliminate AC pipe through that section of road.

The District will reimburse Toquerville for the amount specified in the Expense Schedule (Exhibit A) as the work is completed and as the contractor submits partial payment and final payment requests. The District will also reimburse Toquerville for any additional change orders requested and approved by the District. All change orders will be incorporated into the Expense Schedule and the revised Schedule will be considered an attachment to this MOU.

III. RESPONSIBILITIES OF PARTIES

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

A. Washington County Water Conservancy District

1. Coordinate any necessary design work with Toquerville and Engineers.
2. Coordinate project management with Toquerville, Stanley Consultants, and Engineers.
3. District will provide an inspector for the items described above. The District has retained Dixie Construction Management, LLC as an inspector.
4. Reimburse Toquerville for the amount specified in the Expense Schedule as work is completed and accepted by the District, Toquerville, and Stanley Consultants.
5. Reimburse Toquerville for any additional change orders that have been approved by the District.

B. Toquerville City

1. Submit partial payment and final payment requests from contractor to Stanley Consultants and District for review and approval.
2. Pay in full each partial payment and final payment as work is completed and approved.
3. Submit a request for reimbursement to the District as each payment is made. If preferred, Toquerville may submit a lump sum reimbursement after all of the District's components of the project are completed.

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.
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	Trinity Stout	533 East Waterworks Dr. St. George, UT 84770	435.673.3617	trinity@wcwcd.org
Toquerville	Afton Moore	P.O. Box 27 212 N Toquer Blvd Toquerville, UT 84774	435.635.1094	afton@toquerville.org

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

Exhibit A: Expense Schedule

Entered into and effective on the date first written above:

Zachary Renstrom, General Manager
Washington County Water Conservancy District

Justin Sip, Mayor
Toquerville City

APPROVED AS TO FORM:

Counsel for Toquerville City

Counsel for Washington County Water Conservancy District

Exhibit A: EXPENSE SCHEDULE - WCWCD Items					
Item	Original Contract Quantity	Change Order Quantity	Unit Price	Units	Total
Additional 24" D.I. Pipe					
Mob/General Conditions		1		LS	\$ 6,975.00
24" Ductile Iron Pipe	2000	375	\$ 220.00	LF	\$ 82,500.00
24" Field Lock Gaskets	NA	23	\$ 1,115.00	each	\$ 25,645.00
24" Bends	5	5	\$ 3,500.00	each	\$ 17,500.00
				Total	\$ 132,620.00
Upsize Reuse Casing on Utility Bridge					
20" Reuse waterline Casing	170	170	\$ 345.00	LF	\$ 58,650.00
12" Reuse waterline Casing	170	0	\$ 190.00	LF	\$ (32,300.00)
				Total	\$ 26,350.00
Casing for Future Reuse Line					
30" .312 Steel Casing	NA	250	\$ 425.00	LF	\$ 106,250.00
				Total	\$ 106,250.00
Abandon Additional Transite AC Pipe					
Sand Fill Existing 24" Asbestos Waterline	1	375	\$ 47.00	LF	\$ 17,625.00
				Total	\$ 17,625.00
Install New Air Vac to Meet DDW Reqs					
2" Remote Air Vac	NA	1	\$ 8,000.00	LS	\$ 8,000.00
				Total	\$ 8,000.00
				GRAND TOTAL	\$ 290,845.00

MEMORANDUM OF UNDERSTANDING
Toquerville Parkway Project – Phase B

Effective March 6, 2024, this Memorandum of Understanding (MOU) is made between Washington County Water Conservancy District (District) and Toquerville City (Toquerville).

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.* (Special Districts), and 17B-2a-1001 *et seq.* (Water Conservancy District Act).

The statutes and regulations authorizing Toquerville 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), (10-8-1 *et seq.* (Municipal General Powers), and 17B-1-101 *et seq.* (Special Districts).

II. PURPOSE

Toquerville procured JP Excavation for the construction of Phase B of the Toquerville Parkway Project, with Stanley Consultants responsible for Construction Management. The project includes the construction of a road, bridge, utility bridge and the installation of new utilities and the relocation of existing utilities. The project was designed in coordination between Horrocks, Rosenberg, and Alpha Engineering.

After the project was awarded and funded, an opportunity to accommodate future reuse pipelines was identified by Mike Chandler with Ash Creek Special Service District which included upsizing casing from 12” to 20” on the utility bridge and installing additional casing under the road for future reuse pipelines. By spending the funds up front, the District would avoid needing to construct an additional utility bridge and jack and bore steel casing under the completed highway. The District, Toquerville, JP Excavation, and Rosenberg Engineers (“Engineers”) coordinated the upsized and design.

Part of the project included the realignment of the District’s 24” Toquerville Springs Pipeline. This section of pipeline is asbestos cement (AC) pipe that becomes brittle over time and is difficult and unsafe to work with. A conversation between the District’s Operations Manager, JP Excavation, and Toquerville identified an opportunity to replace an additional 375 feet of AC pipe on the south side of the project, that was outside of the original project scope, but would eliminate AC pipe through that section of road.

The District will reimburse Toquerville for the amount specified in the Expense Schedule (Exhibit A) as the work is completed and as the contractor submits partial payment and final payment requests. The District will also reimburse Toquerville for any additional change orders requested and approved by the District. All change orders will be incorporated into the Expense Schedule and the revised Schedule will be considered an attachment to this MOU.

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

A. Washington County Water Conservancy District

1. Coordinate any necessary design work with Toquerville and Engineers.
2. Coordinate project management with Toquerville, Stanley Consultants, and Engineers.
3. District will provide an inspector for the items described above. The District has retained Dixie Construction Management, LLC as an inspector.
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B. Toquerville City

1. Submit partial payment and final payment requests from contractor to Stanley Consultants and District for review and approval.
2. Pay in full each partial payment and final payment as work is completed and approved.
3. Submit a request for reimbursement to the District as each payment is made. If preferred, Toquerville may submit a lump sum reimbursement after all of the District's components of the project are completed.

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1. Amendment. This MOU may be amended through written agreement of all Parties.
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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.

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

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

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Entered into and effective on the date first written above:



Zachary Renstrom, General Manager
Washington County Water Conservancy District

Justin Sip, Mayor
Toquerville City

APPROVED AS TO FORM:

Counsel for Toquerville City

Counsel for Washington County Water Conservancy District

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Item	Original Contract Quantity	Change Order Quantity	Unit Price	Units	Total
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24" Bends	5	5	\$ 3,500.00	each	\$ 17,500.00
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2" Remote Air Vac	NA	1	\$ 8,000.00	LS	\$ 8,000.00
				Total	\$ 8,000.00
				GRAND TOTAL	\$ 290,845.00

AGREEMENT
(Cottam to Casa Parallel Pipeline Project)

This Agreement is made and entered into effective on the 1 day of April, 2024, by and between the Washington County Water Conservancy District, a political subdivision of the State of Utah ("District"), and Alpha Engineering Company ("Engineer"), a Utah corporation.

RECITALS

WHEREAS, the District desires to engage an engineer to for design and construction management services for the Cottam to Casa Parallel Pipeline Project; and

WHEREAS, the Engineer has submitted a statement of qualifications/proposal 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 Basis of Compensation, 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 Basis of Compensation, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and Basis of Compensation.

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. 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

ALPHA ENGINEERING COMPANY
ATTN. TODD GARDNER
43 SOUTH 100 EAST, SUITE 100
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 March 28, 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

ALPHA ENGINEERING COMPANY

By: _____
Glen Carnahan, President



ALPHA
ENGINEERING

43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

March 28, 2024

Washington County Water Conservancy District
c/o Mr. Trinity Stout, Project Manager
533 East Waterworks Drive
St. George, Utah 84770

Re: Scope of Work and Cost Proposal to Provide Engineering Services – Cottam to Casa Parallel Pipeline Project

Dear Trinity,

We appreciate the opportunity to submit this scope of work and cost proposal to provide engineering services for the Washington County Water Conservancy District's (WCWCD) Cottam to Casa Parallel Pipeline Project (CCPP). As provided in our Statement of Qualifications, the following individuals are proposed to be used on this project:

- Glen E. Carnahan, P.E., Principal in Charge and Staff Resources Manager
- Russ Vernon, P.E. Quality Control
- Todd Gardner, P.E., Pipeline Design
- Rhett Beazer, P.E., Design Report and Cost Estimating
- Ryan Scholes, P.L.S., Site Survey
- Steven Wells, P.E., Geotechnical Design (Landmark Testing)

We understand it is proposed to interconnect a new 16-inch ductile iron pipeline from the Cottam Tank 14" waterline and extending it approximately 6,000 feet to an existing pipeline connecting to the existing 8" pipeline that crosses I-15, on the northwest side of the I-15 to provide a large capacity of water for the area. We also understand that there may be a possibility of jacking and boring the 16" ductile iron water line to the other southeast side of I-15.

We feel this project team will provide the expertise required for the successful completion of this project. We anticipate the design will be over a 3 to 5-month time frame. A more detailed schedule will be provided when we understand time elements the District is trying to meet. Attached is our proposed scope of work and project budget. Please let us know if you have any questions regarding this proposal.

Sincerely,

Todd Gardner, P.E.
ALPHA ENGINEERING COMPANY

Attachments: Exhibit A – Scope of Work
Project Budget Worksheet

EXHIBIT A - SCOPE OF WORK

COTTAM TO CASA PARALLEL PIPELINE PROJECT

ARTICLE 1

DESIGN ENGINEERING SCOPE OF WORK

- 1.1 Kickoff & Design Meetings.** A kickoff meeting will be held to establish project design constraints, a project communication plan, and detailed project schedule. The kickoff meeting will be scheduled within one week of notice to proceed. Alpha Engineering will provide a meeting agenda and will prepare minutes of the meeting. In addition, monthly design meetings will be held to review project design criteria and construction plans and specification details and progress.
- 1.2 Topographic Survey.** Once overall project design constraints are coordinated, an existing conditions and topographic survey of the project alignment will be completed using a combination of aerial Drone survey and GPS survey equipment with 1-foot contour interval accuracy. We will coordinate with the District prior to the survey so all potential utility conflicts can be blue staked, potholed, and surveyed, where possible. We anticipate the blue stake markings will be identifiable in the aerial imagery. The public road rights-of-way will be plotted for the project. Drainage paths and culverts will be located, if needed.

A site visit will be scheduled with the WCWCD to walk the alignment and observe existing conditions. The topographic survey will be completed within two weeks of receipt of approved design constraints and overall project boundaries.

- 1.3 Preliminary Design.** The topographic survey will be utilized to develop preliminary plan and profile drawings of the pipeline alignment. The ENGINEER will prepare a hydraulic model for the overall project. A complete hydraulic analysis of the pipeline will be completed including energy grade line of the system and location and sizing of air vents.

Coordination will be completed with WCWCD staff in designing the pipeline using best engineering practices for underground pipelines and appropriate offsets from existing utilities. The preliminary (30%) design will be submitted to the WCWCD for review. Preliminary design will also include evaluation of pipe materials and recommendation to the WCWCD for this project. Pipe suppliers will be contacted to determine if advance purchasing of materials may be necessary to meet project schedules. A preliminary Engineers Opinion of Probable Cost will be prepared based on the preliminary design. Preliminary Design will be completed within one month of completion of the topographic survey.

- 1.4 Geotechnical Investigation.** A geotechnical investigation will be completed for the pipeline design. In order to characterize subsurface soil conditions, including groundwater and bedrock elevation, that may be encountered during construction of the proposed pipeline and existing pipeline systems, it is proposed to investigate 12 locations (approximately one test pit per 500 lineal feet) along the proposed pipeline alignment. The investigations will be more

closely spaced if it is determined that further definition of the bedrock location is warranted.

Investigations will be dug with a rubber-tired backhoe to two feet below the expected pipeline invert (7-8 feet below the existing ground surface) or until refusal, depending on subsurface conditions and the capability of the excavation equipment. Bulk samples will be obtained to assess subsurface conditions. A continuous log of each investigation site will be maintained in the field. Investigation locations will be backfilled immediately upon completion of sampling and logging. Blue Stakes will be notified of the investigation locations to have utilities located prior to the field investigation.

The Geotechnical Investigation will be completed within one month of an approved preliminary design and alignment.

- 1.5 Construction Plans and Specifications.** Upon approval of the preliminary design, construction drawings and specifications will be prepared for the pipeline including utility plans, plan and profile sheets, connection details, and all other associated details. Details for utility crossings and conflicts, and drainage crossings will be included in the construction drawings. The geotechnical investigation will be reviewed, and recommendations incorporated into the pipeline design and project specifications. The plans and specifications will be submitted at 60% and 90% completion to the WCWCD for review. Technical specifications will be provided using standard WCWCD front-end contract documents. An updated Engineer's Opinion of Probable Cost will be provided with each submittal. Upon approval from the WCWCD, the 90% construction drawings and specifications will be submitted to the State DEQ for review.

Construction Drawings and Specifications will be completed within two months of approved preliminary design and alignment.

- 1.6 Make Revisions/Additions.** After receiving comments from the WCWCD, the construction drawings, Engineers Opinion of Probable Cost, specifications, and contract documents will be revised accordingly.
- 1.7 Assemble Bid Packages.** The revised construction drawings, cost estimate, specifications, and contract documents from task 1.6 will be assembled and submitted to the WCWCD for final review and approval. Upon receiving final approval, a final Bid package for materials and installation will be put together for bidding the project.

OPTIONAL HIGHWAY BORE DESIGN SCOPE OF WORK

- 1.8 Additional Survey.** Additional survey for the bore will be gathered using GPS survey equipment with 1-foot contour interval accuracy. We will coordinate with the District prior to the survey so all potential utility conflicts can be blue staked, potholed, and surveyed, where possible. The public road rights-of-way for the highway will be plotted for the project. Drainage paths and culverts will be located, if needed.
- 1.9 Preliminary Design.** The additional survey will be utilized to develop preliminary plan and

profile drawings of the bore and pipeline alignment. The proposed pipeline will be integrated with the hydraulic analysis of the other portion of the pipeline will be completed including energy grade line of the system and location and sizing of air vents.

Coordination will be completed with WCWCD staff in designing the boring and pipeline using best engineering practices for underground pipelines and appropriate offsets from existing utilities. The preliminary (30%) design will be submitted to the WCWCD for review. Preliminary design will also include evaluation of pipe casing materials and recommendation to the WCWCD for this project. A preliminary Engineers Opinion of Probable Cost will be prepared based on the preliminary design.

1.10 Additional Geotechnical Investigation. Additional geotechnical investigation will be completed for the highway bore design. To characterize subsurface soil conditions, including groundwater and bedrock elevation, that may be encountered during construction of the bore and existing pipeline systems, it is proposed to investigate 2 locations (approximately one test pit on both sides of the highway) along the proposed pipeline alignment. The investigations will be more closely spaced if it is determined that further definition of the bedrock location is warranted.

Investigations will be dug with a rubber-tired backhoe to two feet below the expected pipeline invert (7-8 feet below the existing ground surface) or until refusal, depending on subsurface conditions and the capability of the excavation equipment. Bulk samples will be obtained to assess subsurface conditions. A continuous log of each investigation site will be maintained in the field. Investigation locations will be backfilled immediately upon completion of sampling and logging. Blue Stakes will be notified of the investigation locations to have utilities located prior to the field investigation.

1.11 Construction Plans and Specifications. Upon approval of the preliminary design, construction drawings and specifications will be prepared for the highway bore including utility plans, plan and profile sheets, connection details, and all other associated details. Details for the highway crossing and conflicts, and drainage crossings will be included in the construction drawings. The geotechnical investigation will be reviewed, and recommendations incorporated into the bore design and project specifications. The plans and specifications will be submitted at 60% and 90% completion to the WCWCD for review. Technical specifications will be provided. An updated Engineer's Opinion of Probable Cost will be provided with each submittal. Upon approval from the WCWCD, 90% construction drawings and specifications will be submitted to the UDOT and DEQ for review.

1.12 Make Revisions/Additions. After receiving comments from the WCWCD, the construction drawings, Engineers Opinion of Probable Cost, specifications, and contract documents will be revised accordingly.

ARTICLE II
CONSTRUCTION ENGINEERING SCOPE OF WORK

- 2.1 Bid Advertisement.** The ENGINEER will prepare for the OWNER an Advertisement for Materials Bid (if necessary) and Installation Bid for the project. The ENGINEER will also provide copies of the drawings, specifications, and contract documents required by prospective bidders, material suppliers, and other interested parties, but may charge for the actual cost of such copies.
- 2.2 Pre-Bid Meeting.** The ENGINEER will invite all potential bidders for the installation bid and conduct a pre-bid meeting for the project. Elements of the contract will be discussed and presented to potential bidders to aid them in preparation of their bids.
- 2.3 Bid Opening.** The ENGINEER will attend the bid opening for the materials bid (if necessary) and installation bid for the project, tabulate the bid proposals, make an analysis of the bids and make recommendations for awarding contracts for materials (if necessary) and construction.
- 2.4 Contract Award.** Upon award of the Materials Contract (if necessary) and Installation Contract for the project, the ENGINEER will furnish to the OWNER, three (3) sets of contract plans and specifications for execution of the Contract.
- 2.5 Preconstruction Conference.** The ENGINEER shall provide notification for and conduct a Preconstruction Conference for the project prior to beginning work. Invitations to the Preconstruction Conference shall be issued to the OWNER, Contractor, and others having specific interest in the project.
- 2.6 Construction Staking.** The ENGINEER will provide construction staking for the project including, pipeline alignment, valves, fittings, and structures.
- 2.7 Contractor Partial Payments.** The ENGINEER will review the Materials supplier (if necessary) and Contractor's applications for progress, change orders, and final payment and, when approved, submit the same to the OWNER for payment for the project.
- 2.8 Construction Observation and Materials Testing.** The ENGINEER will provide part time inspection and associated support staff to ascertain satisfactory completion of work performed. In addition, periodic testing including proctors to determine optimum density, density tests, gradations, and concrete testing will be performed.

The ENGINEER will provide on-site support during the construction phase including construction submittal review, construction installation inspection, and document field inspections and prepare field inspection reports including weekly construction meeting minutes.

The ENGINEER does not guarantee the performance of the Contractor(s) by the ENGINEER's performance of said periodic construction observations. The ENGINEER's undertaking hereunder shall not relieve the Contractor of the obligation to perform the work

in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. We understand the OWNER will also provide in-house inspectors to insure performance of the contractors.

- 2.9 Substantial Completion.** The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER for the project. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of satisfactory completion to and obtain the written acceptance of the facility from the OWNER.
- 2.10 Record Drawings.** The ENGINEER will provide the OWNER with one set of reproducible record drawings for the project and two sets of prints to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction and reviewed by the ENGINEER and from the ENGINEER's construction data.

ARTICLE III
BASIS OF COMPENSATION

The OWNER agrees to pay compensation to the ENGINEER for work performed on the project as specified below:

- 3.1 Design Fee.** Please see the attached spreadsheet for hours and cost. We anticipate the design phase to be over a 4-month period. For all design engineering services as outlined in Article I, "Design Engineering Scope of Work", the ENGINEER shall be compensated the fixed fee of One Hundred, Four Thousand Seven Hundred and Forty-Four dollars, \$104,188.00 with an Optional Highway Bore Design of \$29,661.00. The lump sum design fee is broken down for different aspects of the project as follows:

3.1.1 Kickoff & Design Meetings.....	\$10,590.00
3.1.2 Topographic Survey.....	\$8,862.00
3.1.3 Preliminary Design	\$18,112.00
3.1.4 Geotechnical Investigation.....	\$14,656.00
3.1.5 Construction Plans and Specifications.....	\$37,540.00
3.1.6 Make Revisions/Additions.....	\$5,296.00
3.1.7 Assemble Bid Package.....	<u>\$9,132.00</u>
Total Design Fee.....	\$104,188.00

Optional Highway Bore Design

3.1.8 Additional Survey	\$3,749.00
3.1.9 Preliminary Design	\$6,760.00
3.1.10 Additional Geotechnical Investigation	\$2,270.00
3.1.11 Construction Plans and Specifications.....	\$12,062.00

3.1.12 Make Revisions/Additions.....\$4,820.00
Total Optional Design Fee.....\$29,661.00

3.2 Construction Engineering Fee. For all construction engineering services as outlined in Article II, "Construction Engineering Scope of Work", the ENGINEER shall be paid on an hourly rate basis in accordance with the estimate below. The following amounts are estimated assuming a 12-week (5 days/week for 3 months) construction period with part-time inspection. The rates shown are for the year 2024.

Construction Management

Item	Rate	Quantity	Cost
Senior Engineer II, P.E. (2 hrs/wk)	\$197	24	\$4,728.00
Senior Engineer I, P.E. (8 hrs/wk)	\$176	96	\$16,896.00
Project Engineer II, P.E. (4 hrs/wk)	\$159	48	\$7,632.00
Project Engineer I, P.E. (2 hrs/wk)	\$149	24	\$3,576.00
Land Surveyor, L.S. (1 hrs/wk)	\$170	12	\$2,040.00
Survey Crew Chief w/ GPS (2 hrs/wk)	\$161	24	\$3,864.00
Design Technician (Record Drawings)	\$104	16	\$1,664.00
Secretary (1 hr/wk)	\$67	12	\$ 804.00
Direct Costs (Mileage, Copies, Etc. / Week)	\$200	12	\$2,400.00
Direct Costs (Soils & Concrete Testing etc.)	\$15,516	1	\$15,516.00
Total Estimated Construction Management			\$59,120.00

3.3 Additional Services. Additional work and reproduction expenses will be invoiced per our *Standard Rate Schedule*. No extra work will be performed without the consent of the OWNER. It should be noted that hourly rates will be adjusted by inflation each year.

**Ash Creek Pipeline Project
Project Budget Worksheet**

Project: **WCWCD Cottam to Casa Parallel Pipeline Project**
 Begin Date: March 28, 2024
 Design Time
 (Weeks): 16

Task	Senior Engineer II	Senior Engineer I	Professional Engineer II	Prof Engr (PE)	Prof Surveyor	Engineer EIT	Draftsman II	Draftsman I	Survey Crew	Clerical	Direct Cost	Total Cost	
	Hourly Rate >>	\$197	\$176	\$159	\$132	\$170	\$115	\$104	\$91	\$161			\$67
Design Engineering Scope of Work													
1	Kickoff & Design Meetings	4 hrs	40 hrs	8 hrs	8 hrs	-	-	-	-	-	2 hrs	\$300.00	\$10,590.00
2	Topographic Survey	2 hrs	2 hrs	4 hrs	4 hrs	4 hrs	8 hrs	8 hrs	20 hrs	12 hrs	4 hrs	\$500.00	\$6,862.00
3	Preliminary Design	4 hrs	30 hrs	20 hrs	-	4 hrs	20 hrs	8 hrs	40 hrs	4 hrs	4 hrs	\$500.00	\$18,112.00
4	Geotechnical Investigation*	2 hrs	2 hrs	4 hrs	4 hrs	2 hrs	-	8 hrs	-	-	2 hrs	\$11,440.00	\$14,656.00
5	Construction Plans and Specifications	4 hrs	60 hrs	60 hrs	20 hrs	-	-	40 hrs	80 hrs	-	16 hrs	\$1,500.00	\$37,540.00
6	Make Revisions/Additions	2 hrs	4 hrs	8 hrs	8 hrs	-	-	2 hrs	8 hrs	-	2 hrs	\$800.00	\$5,296.00
7	Assemble Bid Packages	4 hrs	8 hrs	16 hrs	8 hrs	-	20 hrs	-	-	-	8 hrs	\$500.00	\$9,132.00
Subtotal Engineering Design		22 hrs	146 hrs	120 hrs	52 hrs	10 hrs	48 hrs	66 hrs	148 hrs	16 hrs	38 hrs	\$15,540.00	\$104,188.00
Optional Highway Bore Design													
1	Additional Survey	1 hrs	2 hrs	2 hrs	4 hrs	2 hrs	-	-	8 hrs	8 hrs	2 hrs	\$100.00	\$3,749.00
2	Preliminary Design	2 hrs	8 hrs	8 hrs	4 hrs	-	-	2 hrs	16 hrs	-	2 hrs	\$200.00	\$6,760.00
3	Additional Geotechnical Investigation	-	2 hrs	2 hrs	-	-	-	-	-	-	-	\$1,600.00	\$2,270.00
4	Construction Plans and Specifications	2 hrs	4 hrs	8 hrs	8 hrs	-	8 hrs	4 hrs	40 hrs	-	2 hrs	\$800.00	\$12,062.00
5	Make Revisions/Additions	2 hrs	4 hrs	2 hrs	4 hrs	-	-	-	16 hrs	-	2 hrs	\$100.00	\$4,820.00
Subtotal Optional Engineering Design		7 hrs	20 hrs	22 hrs	20 hrs	2 hrs	8 hrs	6 hrs	80 hrs	8 hrs	8 hrs	\$2,600.00	\$29,661.00
TOTAL		29	166	142	72	12	56	72	228	24	46	\$18,340.00	\$133,849.00

Start Date 4/15/2024
 End Design Date 8/5/2024

WCWCD Cottam to Casa Pipeline Project - Hours per Week

	Glen	Russ	Todd	Rhett	Ryan	Ken	Will L	Mundy	Chad
Hours Each Week	2	10	9	5	1	4	5	14	2
Percent Time	5%	26%	22%	11%	2%	9%	11%	36%	4%



Quail Treatment Plant 90 MGD Expansion Project Update





Project Team

- Design Engineer: Hazen and Sawyer
- District: Executive Staff, Project Manager, Operations and Plant Managers, Plant Staff

Project Overview

- Add Processes, facilities, infrastructure, and equipment to increase the daily treatment capacity of the plant from 60 MGD (Million Gallons per Day) to 90 MGD
- Add Ozone to treatment process for improved disinfection and treatment of taste and odor
- Upgrade aging and obsolete infrastructure and equipment on the existing plant
- Add Administration building for additional office space and new lab



Decision Making Process

- Workshops with Engineer, District Team
- Executive Team involvement and buy off
- Board approval

Administration Building

- Add office space for Plant and Operations staff, other departments, and future staff
- New lab designed to perform sampling needs of a 90 MGD plant, as well as become a certified lab in the future
- Public reception area for plant tours and potential future payment/fee receipt
- Partitioned conference room that can be used for workshops, trainings and larger meetings.

Power Service Upgrade

- Coordinating with Hurricane City PWR
- Current PWR Service 812 kVA
- New PWR Service requirements 4506 kVA

Project Timeline

- June 2024-----Receive first high level cost estimate workshopped by project team
- July 2024-October 2025-----Bid out and Upgrade Power Service
- March 2024-June 2026-----Design and Construct Admin Building
- March 2024-Nov 2026-----Design Expansion Project
- Jan 2026-Dec 2028-----Construct Expansion Project