



BOARD OF TRUSTEES PUBLIC MEETING

Meeting date: June 3, 2024
Time: 6 p.m.
Location: 533 E. Waterworks Dr., St. George, UT 84770
Participants: Board members Ed Bowler, Victor Iverson, Kress Staheli, Michele Randall, and Chris Hart. Board members Adam Bowler and Kevin Tervort were not present. District staff included Zach Renstrom, general manager; Mindy Mees, secretary; Jodi Richins, attorney; Brie Thompson and Brock Belnap, associate general managers. Other meeting attendees are noted on the attached sign-in sheet.

Public hearing regarding proposed municipal contract wholesale water rate increase **Public hearing regarding proposed municipal contract secondary water rate increase**

The District's Treasurer, Budget, and Finance Manager Jacob Sullivan reported that the District is proposing a rate increase for wholesale water and secondary water.

Mr. Sullivan reported that since 2018, the District has annually increased the water rate by \$0.10 per 1000 gallons. This year the proposed increase will be \$0.13 per 1000 gallon due to increasing costs of operations and repair and replacement costs. The system's total operating costs are a little over eight million dollars. Repair and replacement costs are over five million. The combined total cost is \$13,507,870.00.

The projected water deliveries for potable water are 7.5 billion gallons of potable water and 788,000,000 gallons of secondary water, which is a little over 8 billion gallons being delivered. With the proposed rate increases of \$0.13 per 1,000 gallons of water, revenue from potable water is projected to be \$13,299,780 while revenue from secondary water is anticipated to be \$969,240. The total projected revenue is \$14,269,870, which would give the District \$761,150 for repair and replacements costs.

Chairman Ed Bowler opened the hearing for public comment.

There were no comments, and the public hearing was closed.

Consider resolution approving municipal contract wholesale water rate increase

Michele Randall made a motion to approve the resolution for a municipal contract wholesale water rate increase of \$.13 per 1,000 gallons, the motion was seconded by Chris Hart and a roll call 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>

Ed Bowler

Yes

Consider resolution approving secondary contract wholesale water rate increase

Chris Hart made a motion to approve the resolution approving secondary contract wholesale water rate increase of \$.13 per 1000 gallons, the motion was seconded by Victor Iverson and a roll call vote was taken as follows:

Victor Iverson	Yes
Kress Staheli	Yes
Michele Randall	Yes
Chris Hart	Yes
Ed Bowler	Yes

Public hearing to levy the annual contract assessment within the Kolob Water Service Area

Chairman Ed Bowler opened the public hearing.

Mr. Sullivan explained that the Kolob Water Service Area's 2024 budget anticipated expenses of around \$93,000. Without a rate increase, projected revenues will be approximately \$68,000, which is a shortfall of about \$25,000. The District is proposing an increase of the annual contract assessment of 15%. Under this proposal, the standby fee would go from \$315 to \$360 and the fee for active connections would go from \$415 to \$480. If the proposed rate increase takes effect, total projected revenue will be \$78,240. However, revenues will remain less than the anticipated costs of running the system.

In response to a question from Mayor Chris Hart, Mr. Sullivan responded that the District maintains the Kolob Water Service Area system, but that the system's current budget does not factor in a repair and replacement component.

In response to a question from Commissioner Victor Iverson, general manager Zachary Renstrom said that the district has been operating the system since 2009 and has performed a lot of work to get it up and operating, including drilling new wells.

In response to a question from Mayor Hart, associate general manager Brie Thompson explained that the district collects an impact fee to connect to the system, but has not collected funds for rehabilitation of the system.

Mayor Kress Staheli stated that the system's revenue deficit has been a topic of discussion for several years. Because the deficit amounts to a subsidy, it raises concerns about equity and fairness. The Board would prefer that the system be self-sufficient and avoid a situation where one group of taxpayers subsidizes another. Mr. Sullivan stated that the plan will be to request an additional 15% increase next year, which will further reduce the deficit.

Chairman Ed Bowler opened the hearing for public comment.

Public comment:

Todd Astle introduced himself and his wife as users of the Kolob Water Service Area system. The Astles have a piece of property but no cabin. Mr. Astle said that his water is very expensive because he pays the active user connection fee but only uses the water for two weekends a month to drink from a 5-gallon jug and put out fires, which equates to about \$10 a gallon.

Mr. Renstrom acknowledged that Mr. Astle's active connection is expensive based on his use. Mr. Renstrom said that the district has explored whether instead of an annual connection fee, the water could be provided based on use. Mayor Hart stated that if the district is to maintain and service the system, there will be a cost

even if no water was used. Mrs. Astle suggested a base rate plus a cost per gallon. Associate General Manager Thompson said the system has meters which are read annually.

Chairman Bowler thanked the Astles for their comments and said that the district will consider their suggestion.

In response to a question from Mayor Staheli, Mr. Renstrom said the fee for standby is \$415 and the fee for an active connection is \$480. The fees are assessed annually on the property tax.

There were no further comments, and the public hearing was closed.

Public hearing to levy contract assessments for water exchange contracts in the Kolob Area

General Manager Renstrom explained that the district has six water exchange contracts in the Kolob Area that allow certain individuals to use the district's water rights within their own water systems. The district charges these users a fee for the right to use the water rights. The fee for using the district's water rights is assessed on the property tax of the contract users.

Chair Bowler opened the hearing for public comment. There were no comments, and the public hearing was closed.

Consider resolution authorizing the levy of assessments for 2024 within the Kolob Water Service Area

Kress Staheli made a motion to approve the resolution authorizing the levy of assessments for 2024 within the Kolob Water service area as presented, the motion was seconded by Chris Hart and a roll call 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>

Consider resolution authorizing the levy of contract assessments for 2024 Water Exchange Contracts in the Kolob area

Victor Iverson made a motion to approve the resolution authorizing the levy of contract assessment for 2024 Water exchange contracts in the Kolob area, the motion was seconded by Michele Randall and a roll call 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>

Presentation of 2023 audit by Hinton Burdick CPA & Advisory

Accounting Department Manager Kay Barnum introduced McKay Hall and staff from HintonBurdick and thanked them for their help with the audit.

McKay Hall with HintonBurdick CPAs & Advisors presented the audit report. Mr. Hall stated that the audit was conducted in accordance with auditing standards accepted in the United States of America. The auditor's objectives are to obtain reasonable assurance about whether the financial statements are free from material

misstatements. Misstatements are considered material if there is a substantial likelihood that individually, or in aggregate, they would influence the judgement made by reasonable user based on the financial statements. Also, since the district is a local government, the audit adhered to the standards applicable to the financial audits contained in the Governmental Auditing Standards, issued by the Comptroller General of the United States.

Mr. Hall reported that there are no material weaknesses or significant deficiencies this year.

The equity for the District was \$562,070,952 as of December 31, 2023. The district's total net position increased by \$57,296,710. Governmental activities increased by \$37.2 million and business type activities increased by \$20.1 million. The classification of net position is \$238,191,275 in capital assets, restricted is \$268,202,640. and unrestricted is \$55,677,037. The general fund shows total assets, total liabilities, and total fund equity. The general fund shows a healthy balance sheet which is reported on a modified accrual basis. The modified accrual basis does not reflect long-term debt or capital assets. The district's cash trend increased in the last five years. The general fund cash trend shows a strong cash position. The general fund has excess revenues over expenditures. The excess funds are moved to the Capital Project Fund. The Virgin River Program has broken even over time. The revenues in excess of expenses in 2021, 2022 and 2023 continue to be held and are restricted for use of projects and activity that fall in line with the purpose of the funds. The Capital Fund typically builds up resources over time and then expends those accumulated funds. Cash in the Capital Projects fund has built up as revenues have exceeded expenses in four of the last five years. In 2023 cash decreased due to large capital projects. The Proprietary Fund is more like a business in nature. It needs to have net income, build up a reserve and does not pay out dividends. It utilizes accrual accounting, tracking long-term assets and liabilities. It needs to build up those resources to provide services, utilities, infrastructure, and assets that over time will need to be replaced. The Proprietary Fund has \$56,294,574 restricted and \$44,984,620. unrestricted.

Chris Hart made a motion to approve the 2023 audit presented by HintonBurdick, the motion was seconded by Michele Randall, and all voted aye.

Consider approval of proposal for Quail Creek Water Treatment Plant programming logic centers (PLCs) replacement of Automation & Controls.

The district's information systems manager Mark Layton presented a proposal to replace the Quail Creek Water Treatment Plant (QCWTP) programmable logic controllers (PLCs). Mr. Layton said that the water treatment plant has 15 PLCs. The PLCs make it possible for the district to automate and monitor controls on the plant's different processes. Eight of the PLCs are 20 years old, and the manufacturer has recently announced the PLCs will be discontinued in October of 2025.

Due to the complexity of the project, the district has opted to begin the replacement starting this summer and extending through the spring of 2026. The current proposal only covers six of the eight PLCs, because the remaining two PLCs will be heavily influenced by the future expansion of the water treatment plant.

This replacement project will include the hardware purchase, the installation, the software programming, the integration, and the updated CAD drawings. The major expense of this project is because the district will be changing manufacturers, which will require all new logic to be programmed into the new PLCs and there will be an integration process.

In response to a question from Mayor Hart, Mr. Layton said that the choice to change manufacturers was based on the benefit of standardizing the district's equipment and processes. The selected manufacturer is top of the line for cyber security.

Michele Randall made a motion to approve Automation & Control's proposal to replace, integrate and program Quail Creek Water Treatment Plant PLCs for \$762,840.00, the motion was seconded by Victor Iverson, and all voted aye.

Consider revised interlocal agreement for Red Hills Desert Garden

Conservation Manager Doug Bennett explained that in the process of relinquishing the Tonaquint Garden Park back to St. George City recently, the city and the district decided to revisit their agreement regarding the Red Hills Desert Garden. The district and the city's director of parks negotiated an updated agreement, which was unanimously adopted by the Saint George City Council at their most recent meeting.

Mr. Bennett explained that the updated agreement gives the district full control over the garden's operations, eliminates outdated and cumbersome requirements, and extends the term until 2049. The agreement gives the district full authority to make operational decisions - such as planting - without needing committee approval. The updated agreement ensures that any decision to dissolve the garden must be mutually agreed upon by both entities and be in the community's interest.

The District has invested around \$3 million in garden infrastructure, which would cost approximately \$10 million to build today. This significant investment necessitates protections to ensure the garden's longevity and proper management. Under the updated agreement, the District will take over restroom maintenance, which is expected to enhance visitor experience, particularly during special events and high-traffic times.

The city will continue to provide utilities, maintain the water pumps, parking lot, water lines, and sewer lines. The updated agreement allows the district to manage the garden more effectively, ensuring that it meets the community's needs and maintains its high standards.

Chris Hart made a motion to approve the revised interlocal agreement for the Red Hills Desert Garden, the motion was seconded by Victor Iverson, and all voted aye.

Consider approval of proposals for well and pump replacement parts & service

The district's Operations Manager Dave Jessop explained that the district has issued a Request for Proposal (RFP) for pumps and well replacement parts and services. The details of the wells and pumps in the district's purview are as follows:

- **Sand Hollow area:** 20 wells
- **Kolob:** 2 wells
- **Toquerville:** 2 wells
- **Kayenta:** 2 wells
- **Cottam:** 3 wells

This totals twenty-nine wells.

Additionally, the district manages forty-seven pump station pumps. Combined with the wells, the total number of pumps is seventy-six. This RFP aims to ensure the ongoing maintenance and operational efficiency of these critical water infrastructure components.

Nickerson Company, Inc. and Gardner Brothers Drilling, Inc. both submitted proposals for the RFP for pumps and well replacement parts and services. Each contractor brings different strengths and equipment capabilities, which offer the District flexibility depending on the specific needs of a job.

Nickerson possesses larger equipment and swivel rigs, can manage heavy wells and swivel pipes out of the way and lay them down, which is useful for large-scale jobs. Nickerson is based in the Salt Lake area.

Gardner Brothers has smaller equipment that can manage lighter tasks and is more readily available because they are based out of Enterprise Utah.

Kress Staheli made a motion to approve a multiple award contract for Well and Pump Replacement parts and services to Nickerson Company, Inc, and Gardner Brothers Drilling, Inc. at rates established in each company's respective proposals, the motion was seconded by Victor Iverson, and all voted aye.

Consider approval of scope of work and fee proposal for Pine Valley water quality protection study by LRE Water

The district's Development Services Administrator Trevor Brown explained some background information about a water quality protection study for Pine Valley. In 1997, Hansen, Allen, and Luce (HAL) did a study of the Pine Valley area and recommended three acres per septic system. The HAL study was adopted by the district and the county for any newly created parcels. In 2009, the District became the wastewater authority for the unincorporated parts of the county not serviced by the Ash Creek Special Service District. Pine Valley has reached a threshold with the number of septic systems, so the District now requires an advance on-site restart for any new septic. There is a desire for cluster development in the Pine Valley area to allow for greater densities while preserving areas in the meadow.

The scope of work for this study would consider additional types of developments, e.g., cluster developments, short term rentals, accessory dwelling units. The study will also consider technological advancements in wastewater treatment, additional geological and water quality data made available over the last 25 years, gather additional water quality sample data and stream flow measurements, and provide a report and recommendations that will aid in protecting the surface and groundwater in Pine Valley area, while providing framework for future developments. LRE Waters proposed price is \$105,800.00.

Victor Iverson made a motion to approve the scope of work proposed by LRE Water to complete a Pine Valley Water Quality Protection Study for \$105,800, the motion was seconded by Michele Randall, and all voted aye.

Consider approval of Interlocal Cooperation Agreement for Water District Water Development Council

General Manager Zach Renstrom explained Last year, the legislative session passed SB 211, sponsored by the President of the Senate and the Speaker of the House, which established the Water District Water Development Council comprised of representatives from five entities: Washington County Water Conservancy District, Weber Basin Water Conservancy District, Jordan Valley Water Conservancy District, Central Utah Water Conservancy District, and the Water Resources Division of the Department of Natural Resources. The water districts and the state came together and formed an interlocal agreement to outline how the new Water District Water Development Council will operate, in response to SB 211. This agreement clarifies procedural aspects such as assigning one district to handle procurement and other operational details, ensuring smooth implementation of the council's objectives. The council officially takes effect on July 1st, and the districts are preparing for this transition. The primary task of the council is to develop a multi-generational water plan, aiming to forecast and plan for the state's water needs 50 to 60 years into the future. This initiative was inspired by the success of a 20-year water plan presented to the Speaker of the House. Impressed by the forward-thinking approach, the Speaker and the President of the Senate decided to extend this vision to a longer-term, statewide scale. Consequently, the council was created to tackle these large-scale, long-term water planning challenges.

Michele Randall made a motion to approve the interlocal cooperation agreement for the Water District Water Development Council, the motion was seconded by Chris Hart and, all voted aye.

Manager's report

General Manager Renstrom reported that the District has received \$20.5 million in grant money from the Bureau of Reclamation to be used for our regional reuse facilities. He also explained that the district was the only entity outside of California to receive such funding.

Mr. Renstrom explained the during the recent ACC meeting, there was a discussion concerning the current landscape water ordinances, specifically focusing on water fountains. Mr. Renstrom informed the committee that a study will be conducted to evaluate these ordinances. If any changes are recommended because of this study, the proposed amendments will need to be brought back to the board of trustees for approval.

In response to a question from Mayor Staheli inquired about the date for a potential trip to Los Angeles or San Diego to visit a reuse system, Mr. Renstrom responded that Karry Rathje is working on the details and will inform the board.

Mayor Staheli noted that the board meeting scheduled for September 2 falls on the labor day holiday. The Board unanimously agreed to reschedule the September board meeting to September 9.

The meeting was adjourned upon motion.

Mindy Mees

Secretary

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES AUTHORIZING A
RATE INCREASE FOR WHOLESALE CULINARY WATER**

WHEREAS, Washington County Water Conservancy District provides wholesale water to Municipal Customers under the Revised Regional Water Supply Agreement; and

WHEREAS, a \$0.13 increase in the rate per thousand gallons of wholesale culinary water, from \$1.64 to \$1.77 per thousand gallons, sold to Municipal Customers has been proposed; and


WHEREAS, notice of the proposed rate increase has been given to the Municipal Customers; and

WHEREAS, interested persons have been given an opportunity to speak for or against the proposed rate increase; and

WHEREAS, the need for the increase of the proposed fee has been demonstrated;

NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District hereby authorizes, to be effective July 1, 2024, a \$0.13 increase in the rate per thousand gallons of wholesale culinary water, from \$1.64 to \$1.77 per thousand gallons, sold to Municipal Customers under the Revised Regional Water Supply Agreement.

DATED this 3rd day of June, 2024.



ED BOWLER, Chairman

Attest:



MINDY MEES, Secretary

VOTING:

Ed Bowler	Yea <u>X</u>	No <u> </u>
Adam Bowler	Yea <u> </u>	No <u> </u>
Chris Hart	Yea <u>X</u>	No <u> </u>
Victor Iverson	Yea <u>X</u>	No <u> </u>
Michelle Randall	Yea <u>X</u>	No <u> </u>
Kress Staheli	Yea <u>X</u>	No <u> </u>
Kevin Tervort	Yea <u> </u>	No <u> </u>

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES AUTHORIZING A
RATE INCREASE FOR SECONDARY WATER**

WHEREAS, Washington County Water Conservancy District provides secondary water to contract customers; and

WHEREAS, a \$0.13 increase in the rate per thousand gallons of secondary water, from \$1.10 to \$1.23 per thousand gallons, sold to Municipal Customers under the Regional Water Supply Agreement and other contract customers has been proposed; and

WHEREAS, notice of the proposed rate increase has been given to the Municipal Customers and contract customers; and

WHEREAS, interested persons have been given an opportunity to speak for or against the proposed rate increase; and

WHEREAS, the need for the increase of the proposed fee has been demonstrated;

NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District hereby authorizes, to be effective July 1, 2024, a \$0.13 increase in the rate per thousand gallons of secondary water, from \$1.10 to \$1.23 per thousand gallons, sold to Municipal Customers and other contract customers.

DATED this 3rd day of June, 2024.



ED BOWLER, Chairman

Attest:



MINDY MEES, Secretary

VOTING:

Ed Bowler	Yea <u>X</u>	No <u> </u>
Adam Bowler	Yea <u> </u>	No <u> </u>
Chris Hart	Yea <u>X</u>	No <u> </u>
Victor Iverson	Yea <u>X</u>	No <u> </u>
Michelle Randall	Yea <u>X</u>	No <u> </u>
Kress Staheli	Yea <u>X</u>	No <u> </u>
Kevin Tervort	Yea <u> </u>	No <u> </u>

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES AUTHORIZING
THE LEVY OF CONTRACT ASSESSMENTS FOR 2024 WITHIN THE
KOLOB WATER SERVICE AREA**

WHEREAS, Washington County Water Conservancy District provides water to the Kolob Water Service Area; and

WHEREAS, the Washington County Water Conservancy District desires to assess the water users in the Kolob Water Service Area water assessments through the 2024 tax rolls; and

WHEREAS, the annual contract assessment on the tax rolls of property owners within the Kolob Water Service Area in 2023 was \$315 for non-connected parcels and \$415 for connected parcels;

WHEREAS, due to increased operation and maintenance costs, the annual contract assessments need to be increased.

NOW, THEREFORE, the Board of Directors of the Washington County Water Conservancy District hereby authorize the annual contract assessment to increase to \$360 for non-connected parcels and \$480 for connected parcels, to be put on the tax rolls of property owners and to otherwise bill property owners within the Kolob Water Service Area for 2024.

DATED this 3rd day of June, 2024.



ED BOWLER, Chairman

Attest:



MINDY MEES, Secretary

VOTING:

Ed Bowler	Yea <u>X</u>	No <u> </u>
Adam Bowler	Yea <u> </u>	No <u> </u>
Chris Hart	Yea <u>X</u>	No <u> </u>
Victor Iverson	Yea <u>X</u>	No <u> </u>
Michelle Randall	Yea <u>X</u>	No <u> </u>
Kress Staheli	Yea <u>X</u>	No <u> </u>
Kevin Tervort	Yea <u> </u>	No <u> </u>

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES AUTHORIZING
THE LEVY OF CONTRACT ASSESSMENTS FOR WATER EXCHANGE
CONTRACTS IN THE KOLOB AREA FOR 2024**

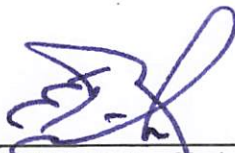
WHEREAS, Washington County Water Conservancy District has granted petitions to enter into water exchange contracts in the Kolob area; and

WHEREAS, the Washington County Water Conservancy District desires to assess the petitioners of the water exchange contracts in the Kolob area through the 2024 tax rolls for petitioners subject to property taxes and to otherwise bill petitioners not subject to property taxes; and

WHEREAS, the annual contract assessment on the tax rolls of water exchange petitioners in the Kolob Area in 2023 was \$375 per ¼ acre foot for all petitioners; and

NOW, THEREFORE, the Board of Directors of the Washington County Water Conservancy District hereby approves the annual contract assessment for petitioners of the water exchange contracts in the Kolob area to remain the same in an amount of \$375 per ¼ acre foot for all property owners of Parcel Nos. 102-A-1-B-A-HV, 2040-E-HV, 2040-D-HV, 1157-D-HV, 1135-4-HV, 1135-3-HV, 1135-1-TR-HV, 1155-5-HV and 1143-A-3-HV, to be put on the tax rolls for 2024.

DATED this 3rd day of June, 2024.



ED BOWLER, Chairman

Attest:



Mindy Mees, Secretary

VOTING:

Ed Bowler	Yea <u>X</u>	No <u> </u>
Adam Bowler	Yea <u> </u>	No <u> </u>
Chris Hart	Yea <u>X</u>	No <u> </u>
Victor Iverson	Yea <u>X</u>	No <u> </u>
Michelle Randall	Yea <u>X</u>	No <u> </u>
Kress Staheli	Yea <u>X</u>	No <u> </u>
Kevin Tervort	Yea <u> </u>	No <u> </u>



Memo

To Zach Renstrom, General Manager
From Mark Layton, IS Manager
Date April 5, 2024
SUBJECT PLC Replacement Services

Situation

Automating all water treatment processes, PLCs (Programmable Logic Controllers) are essential to the Quail Creek WTP operations. 8 of the 9 PLCs throughout the Quail Creek Water Treatment Plant (QCWTP) are outdated and will be obsolete by October 2025. These PLCs will need to be replaced with newer models that can be readily repaired and maintained.

Background

The PLCs at the Sand Hollow WTP were installed by Automation and Controls as subcontractors during the plant's construction. Under the Quail Creek WTP expansion, Automation and Controls has also been subcontracted to install new, additional PLCs. Furthermore, the district has a current service contract with Automation and Controls for maintenance and technical assistance.

Assessment

Given the high cost and complex reprogramming involved in replacing PLCs, it is more manageable to replace a few PLCs each year, starting with the reclaim pump station the first year, the PLCs of DAF cells 1-4, the demand vault, and potassium permanganate building in the second year, and those of DAF cells 5-8 and the bulk chemical building in the third year. PLCs of the UV filter and influent building can be replaced later when more information is available about how they might be affected by the plant expansion.

To ensure uniformity across PLC programming, it is important to consider both the brand of PLCs and the contractor who installs them. Every vendor/contractor has their own unique style and language used to program the PLCs, which impacts usability and approach to maintenance and repairs.

Recommendation

It is recommended to procure a contract for services from one vendor that will provide a uniform product, service, and programming. Since Automation and Controls has already been selected to install PLCs for both plants, and the district has a current professional service contract with the contractor, it is recommended to select Automation and Controls to replace the remaining PLCs, creating uniformity across PLC operations.



Procurement Memo

To Zachary Renstrom, General Manager
From Mark Layton, IS Manager
Date June 3, 2024
Subject Procurement of QCWTP programmable logic controllers

Type of Procurement: Non-Standard Procurement of product

Item Description: Newer, Emerson brand PLCs with new PLC programming for the reclaim pump station, DAF, bulk chemical building, demand vault, and Potassium Permanganate building.

Reason for Procurement: The Operations Department of the Washington County Water Conservancy District (district) needs to procure this product because 8 of the 9 Quail Creek Water Treatment Plant PLC's will be obsolete in October 2025, which means the manufacturer will no longer support the PLC, and parts will become unavailable. Furthermore, upgrading the PLCs and programming will streamline our PLCs and elevate our programming to meet industry standards.

Proposed Vendor: Automation & Controls, Inc.

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: \$762,840.00

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: 20-8080-742

Approved:

A handwritten signature in blue ink, appearing to read "Z. Renstrom", 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 Quail Creek Water Treatment Plant (QCWTP) programmable logic controllers (PLC) replacement will be awarded to Automation & Controls 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 purchase is a continuation of previous purchases, and there exists a clear potential economic benefit to the district to negotiate a contract directly with the vendor that supplied the initial purchase. Automation & Controls have previously programmed PLC's at the Sand Hollow Ground Water Treatment Plant and at the QCWTP. In addition, they have a current service and maintenance contract with the district, and they have the contract for the QCWTP expansion project. *See Utah Code Section 63G-6a-802(1)(c); WCWCD Administrative Policy 5.3.3(b).*
- It is not practicable or advantageous for the district to procure the product through a standard procurement process because Automation & Controls have a working knowledge of our plant operations, PLC hardware and software, and PLC programming. It is in the district's best interest to continue to utilize Automation & Controls services. *See Utah Code Section 63G-6a-802(1)(c); WCWCD Administrative Policy 5.3.3(e).*

Purchase Amount: \$762,840.00

Dated this 3rd day of June 2024,

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

Zachary Renstrom, General Manager

Procurement Notice

The Washington County Water Conservancy District (district) will award a contract for PLC replacement on or after [insert date at least 7 days from posting on website] 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 Mark Layton at 435-673-3617 or by email mark@wcwcd.org.



Memo

To Board of Directors

From Doug Bennett, Conservation Manager

Date June 3, 2024

SUBJECT Consider revised interlocal agreement for Red Hills Demonstration Garden

Situation

The Red Hills Desert Demonstration Garden (RHDG) is the most recognized public engagement asset of the District. In 2023, the garden hosted about 150,000 visitors.

RHDG is upon land owned by St. George city and operated through a 25-year agreement which will expire in twelve years. The District's capital improvements on the property have an estimated current value of more than \$10M.

The District and the City have negotiated a new agreement to better reflect current operations and protect both parties' and the community's interest.

Background

Following unforeseen circumstances wherein the District relinquished The Garden at Tonaquint Park back to the City in early 2024, both parties agreed to review the agreement for the RHDG. Through mutual agreement, the District's Conservation Manager and the City's Director of Parks and Recreation developed the proposed interlocal agreement.

Assessment

The proposed agreement gives greater autonomy to the District in operations and messaging and protects the District's assets through June 2049. Upon adoption, the District will have unilateral control of operations and signage. This authority will allow the District greater opportunity to strengthen its relationship with the community. Under the new agreement, the District agrees to sustain the public bathroom facilities and the City will continue to pay all utility costs and maintain critical infrastructure, such as water and sewer lines and the asphalt parking areas.

Recommendation

Proposed motion: "I move to approve the revised interlocal agreement for the Red Hills Desert Garden between the District and the City of St. George."

INTERLOCAL AGREEMENT FOR RED HILLS DESERT GARDEN

This Interlocal Agreement ("Agreement") is made and entered into this 3rd day of June 2024, by and between the Washington County Water Conservancy District ("District") and the City of St. George ("City"), collectively referred to herein as the "Parties" and individually as "Party."

RECITALS

A. WHEREAS, the Parties are authorized by the Utah Interlocal Cooperation Act, as set forth in Title 11, Chapter 13, Utah Code Annotated (UCA) 1953, as amended, to enter into this Agreement;

B. WHEREAS, the Parties are public agencies as defined by the UCA;

C. WHEREAS, water is a precious and limited resource in Washington County;

D. WHEREAS, the City and the District have a long history of collaboration educating citizens about water conserving landscape;

E. WHEREAS, the District and the City have collaborated in the design, construction and operation of the Red Hills Desert Garden ("RHDG") since 2011;

F. WHEREAS, the Red Hills Desert Garden has become one of the City's most visited public attractions;

G. WHEREAS, the Red Hills Desert Garden is a critical community engagement tool for the District to promote its mission;

H. WHEREAS, the District has built and maintains improvements with an estimated replacement value of more than \$10 million upon the Property;

I. WHEREAS, the Parties are committed to sustaining and improving the RHDG through the provision of necessary resources, including but not limited to water, land, utilities, labor, financial and staff support and technical assistance.

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

DEFINITIONS

- A. Red Hills Desert Garden (RHDG) means the garden of approximately 4 acres jointly developed by the District and the City as described and depicted in Exhibits A and B.
- B. Property means real property owned by the City of St. George as described in Exhibit A and B (Red Hills Garden Phase 1) attached hereto and incorporated herein by this reference.

TERMS

1. Mutual Efforts. The City and the District shall apply their mutual efforts to the success of the RHDG by providing the necessary support to the project.

2. The Red Hills Desert Garden has been designed to:

- A. Demonstrate use of practical gardening techniques, designs and plant selections compatible with the climate and terrain of the region.
- B. Provide interpretive signage and events to educate the region's citizens and visitors about resource conservation in landscape design and management.
- C. Highlight the role of urban plantings in sustaining and protecting native wildlife.
- D. Create an overarching educational atmosphere or theme throughout that emphasizes water conservation.

3. Funding and Budget.

- A. City shall provide:
 - i public restroom facilities, water service line, sewer, and sewer line. The City agrees to pay all utility costs associated with operation of the restroom facilities.
 - ii Flowing water to sustain the man-made stream within the RHDG at a flow rate and water quality adequate to sustain and protect the fishes managed within the feature.
 - iii Irrigation water of a type, quality and quantity suitable for the sustenance of the plant material in the garden and appropriately suited to the irrigation system in use.
 - iv Maintenance of driving and parking surfaces used by RHDG visitors.
- B. District shall provide:

- i Qualified employees to perform routine maintenance of the plant materials and infrastructure of the RHDG.
- ii Routine cleaning services to maintain sanitary conditions for the public restrooms including provision of consumable supplies.
- iii Maintenance of the restroom structure.
- iv Marketing and promotion for the RHDG and special events hosted by the District.
- v Services for collection and removal of refuse associated with the RHDG.
- vi Management and oversight of irrigation schedules, modifications and repairs of the irrigation system.
- vii Maintenance and repair of all infrastructure except facilities and services maintained by the City.
- viii Qualified employees to manage fish populations hosted at the RHDG, including any costs associated with relocation or other disposition of the fish in the event such measures become necessary.
- ix All costs associated with special events hosted by the District.
- x All utilities and services associated with the RHDG not provided by the City as set forth in section 3(A) of this agreement.

4. Use of Property. City hereby authorizes exclusive use of City Property for operation of the RHDG including appropriate activities approved by the District. The District shall have autonomy over plant selections, planting locations, interpretive signage and other routine matters relating to operation of the RHDG. The District may install signage to publicly signify that the RHDG is operated by the District. City shall maintain the right to use the property, including but not limited to access, maintenance, repair, and installation of City facilities. City shall coordinate its activities with the District. City shall own any and all improvements made to City property. The RHDG and Pioneer Park Loop Road may not be closed or made inaccessible without written permission from City.

5. Construction and Installation of Improvements. The City and the District must mutually approve capital improvements and the following provisions shall apply to the construction and installation of such improvements to the RHDG:

A. All improvements shall be constructed and installed to City specifications and standards and in compliance with all laws.

B. Construction plans, specifications, and other construction documents shall be submitted to City for review and approval according to City's standard procedures.

6. Facility Management. Except as otherwise described, the District shall oversee the operations management of the RHDG such as organizing special events and educational programs. The District is responsible for maintenance of the garden, public restrooms, and supervising District employees that work in the RHDG.

GENERAL PROVISIONS

7. 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.

8. Utah Law to govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning and intention of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah.

9. 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.

10. 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 such persons shall have any cause of action against any party for any failure by that party to make water available as provided in this Agreement, or 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.

11. Notices. All notices required or permitted under this Agreement must be in writing and shall be deemed sufficiently served if by Registered Mail addressed as follows, unless written notification has been provided designating a different individual or address for notices.

City of St. George:
175 E. 200 N.
St. George, UT 84770
Attn: City Attorney
copy: legal@sgcity.org

Washington County Water Conservancy District
533 E. Waterworks Drive
St. George, UT 84770
Attn: General Manager
copy: info@wcwcd.org

12. Term. The term of this Agreement shall be twenty-five years, commencing on the date the Agreement is made, as set forth above and shall be automatically extended by successive twenty-five-year terms unless terminated as set forth below or by written agreement of the Parties.

13. Indemnity Clause. Each party agrees to indemnify, save harmless, and release the other party and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the that party s officers, agents, volunteers, or employees, but not for claims arising from the other party's sole negligence. Nothing in this Agreement shall be construed to waive the sovereign immunity of any party.

14. Termination With Cause. This contract may be terminated with cause, in advance of the specified expiration date, by any party, upon 180 days prior written notice being given the other party. Appropriate cause shall be identified in any notice and the notified party must be afforded an opportunity to take or pursue corrective actions to eliminate the cause. Any provisions of this Agreement necessary to meet obligations incurred in connection with funding obtained by any party hereto shall not be terminated until all terms and conditions of the funding obligations have been met. On termination, all accounts and payments will be processed according to the financial arrangements set forth herein for approved budget items rendered to date of termination.

15. Termination Without Cause. After the initial 25 year term, a party may terminate this contract without cause, in advance of the specified expiration date, upon one calendar year prior written notice to the other party. Before invoking termination, the party wishing to terminate must request in writing, a meeting with the other party to discuss the requesting party's intent to terminate. The requested party must respond within 15 business days of the request, and a meeting held within 15 business days after the response, or at a mutually agreeable date. The purpose of the meeting is for the parties to discuss and attempt resolution of the circumstances, if any, that may be a basis for termination. If the non-requesting party fails to respond within 15 business days, the meeting is not required and the party wishing to terminate may send its one-

year notice. If the parties meet and do not reach resolution or agree to continue this Agreement, the requesting party may invoke the termination. If a party chooses to terminate without cause, the termination must be approved by their governing body.

16. Entire Agreement. This Agreement (including exhibits) constitutes the full understanding and agreement between the parties with regard to the subject matter hereof, and supersedes any and all prior agreements, representations or understandings (whether oral or written or express or implied) made or entered into by either party with respect to the subject matter hereof.

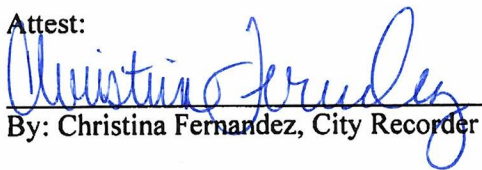
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT


By: Ed Bowler, Chairman

CITY OF ST. GEORGE


By: Michele Randall, Mayor

Attest:


By: Christina Fernandez, City Recorder



Approved as to form:

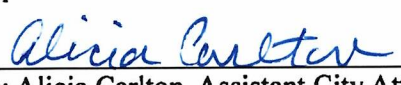

By: Alicia Carlton, Assistant City Attorney

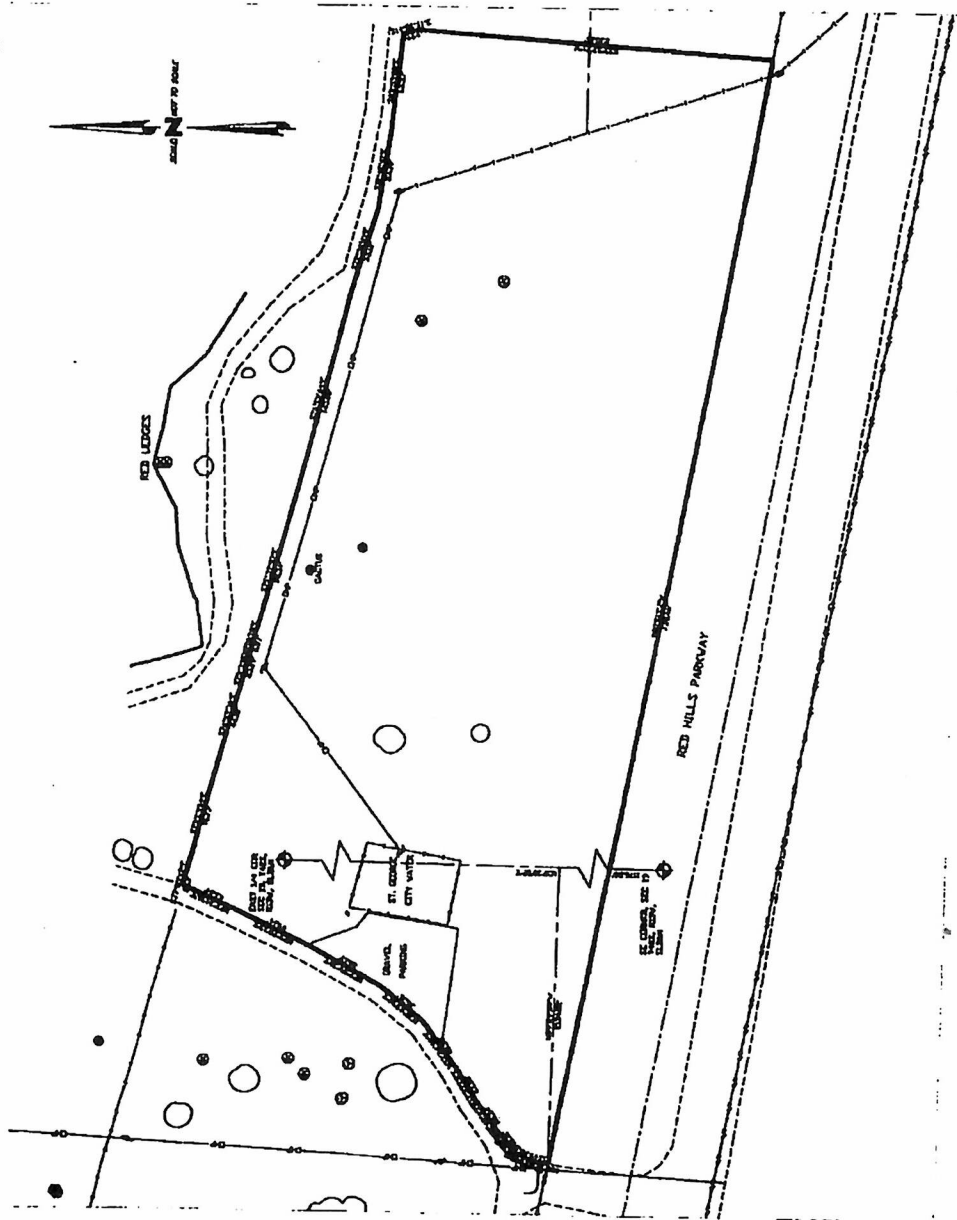
EXHIBIT A

Red Hills

Beginning at a point being 1M 76.86 Feet North $00^{\circ}30'12''$ East and 2, 134.22 Feet North $89^{\circ}29'58''$ west from the SOUTHEAST CORNER, SECTION 1 9s T42S, RI 5W1 SALT LAKE BASE & MERIDIAN, said point also being on the Northerly Right-of-Way line of Red Hills Parkway and on the Easterly side of a entrance road at approximately 350 East; thence northerly along said entrance road for the following eleven (11) calls, North $10^{\circ}57'31''$ East 11.14 Feet; thence North $22^{\circ}29'28''$ East 9.70 Feet; thence North $43^{\circ}19'33''$ East 7.84 Feet; thence North $50^{\circ}54'33''$ East 10.31 Feet; thence North $52^{\circ}42'49''$ East 28.34 Feet; thence North $57^{\circ}59'28''$ East 22.50 Feet; thence North $53^{\circ}34'42''$ East 40.58 Feet; thence North $38^{\circ}49'02''$ East 36.31 Feet; thence North $27^{\circ}59'30''$ East 56.15 Feet; thence North $25^{\circ}28'13''$ East 49.14 Feet; thence North $23^{\circ}34'16''$ East 43.84 Feet to a point on an existing fence; thence easterly along said fence for the following ten (10) calls. South $77^{\circ}05'42''$ East 213 Feet; thence South $75^{\circ}25'14''$ East 91.73 Feet; thence South $75^{\circ}55'36''$ East 44.02 Feet; thence South $75^{\circ}35'14''$ East 25.29 Feet; thence South $75^{\circ}03'18''$ East 6.97 Feet; thence South $75^{\circ}37'57''$ East 90.34 Feet; thence South $76^{\circ}13'44''$ East 145.08 Feet; thence South $72^{\circ}33'41''$ East 55.12 Feet; thence South $81^{\circ}42'41''$ East 53.39 Feet; thence South $83^{\circ}55'08''$ East 62.57 Feet to a point of an existing fence; thence along said fence in a southerly direction for the following two (2) calls, South $14^{\circ}06'41''$ East 10.64 Feet; thence South $03^{\circ}57'21''$ West 235.21 Feet to a point on said northerly Right-of-Way line; thence westerly along said Right-of-Way line. North $80^{\circ}01'27''$ West 739.46 Feet to the POINT OF BEGINNING.

Containing 164660.79 Square Feet or 3.78 Acres, more or less.

EXHIBIT B





Memo

To Zach Renstrom, General Manager

From Dave Jessop, Operations Manager

Date May 22, 2024

SUBJECT Procurement of Well and Pump Replacement Parts & Services

Situation

Well pumps and other well components often show signs of failure suddenly, and when they do, urgent action is needed to procure the parts and services required to get them operating properly again.

Background

Only a few vendors/contractors have been available to provide the necessary parts and services to the district to repair its wells at a cost that ranges from \$50,000 to \$100,000 (and rising) per job. The parts typically take 6-8 weeks to arrive after the contractor places an order, which has added delay to each individual procurement process.

Assessment

There is a need to speed up the process of getting wells and pumps repaired/rebuilt. In addition, purchasing limits under standard procurement may not allow for multiple jobs if several wells and/or pumps failed within the same budget year. A multi-award contract allows district staff options to procure critical parts and repairs services in a timely manner and at the best available cost.

Recommendation

Approve a multiple-award contract for Well and Pump Replacement Parts & Services to Nickerson Company, Inc. and Gardner Brothers Drilling, Inc. at rates established in each company's respective proposal.



REQUEST FOR PROPOSALS PROCUREMENT STATEMENT

The Washington County Water Conservancy District (district) issued a request for proposals for Well and Pump Replacement Parts & Services.

The evaluation committee evaluated the proposals based on the evaluation criteria set forth in the request for proposals. The evaluation committee recommends that Nickerson Company, Inc. and Gardner Brothers Drilling, Inc., whose proposals received successful scores of (80 of 100 and 63 of 100), respectively, be awarded a contract.

The recommended proposals provide the best value to the district because they meet the district's qualifications and can provide needed products and services within a reasonable timeframe.

Dated this 29th day of May 2024,

APPROVED:

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

Zachary Renstrom, General Manager



Procurement Memo

To Zachary Renstrom, General Manager
From Dave Jessop, Operations Manager
Date May 28, 2024
Subject Procurement of Well and Pump Replacement Parts & Services

Type of Procurement: Request for Proposals for Products and Services.

Item Description: Multi-vendor award of contract for products and services required to replace or rebuild wells and pumps beyond regular maintenance. Products and services will be purchased to replace failed or failing well or pump facilities.

Reason for Procurement: The Operations Department of the Washington County Water Conservancy District (district) needs to procure these products and services because wells and pumps may unexpectedly begin to fail, or fail altogether, under which circumstances the district urgently needs to procure the replacement parts and services needed to get the wells and pumps functioning.

Review of Vendors: Nickerson Company, Inc. and Gardner Brothers Drilling, Inc. submitted proposals in response to the district's Request for Proposals and were successful vendors. The reasons these vendors provide the best value to the district are described in the attached procurement statement.

Purchase Amount: Likely to exceed \$100,000.

Contract Type(s): fixed price.

Accounting Code: Multiple.

Approved:

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

Zachary Renstrom, General Manager

Qualifications

Qualifications 1A

Work Experience

Jeff Stucki – Outside Sales

36 years' experience in the pump industry, quoting projects, repairs, sales. Act as project manager on jobs, both new installation and repair of existing pumps.

Dean Larson – Inside Sales

14 years' experience in the pump industry, quoting projects, repairs, sales. Act as project manager on jobs, both new installation and repair of existing pumps.

Brian McWhorter – Inside Sales

11 years' experience in the pump industry, quoting projects, repairs, sales. Act as project manager on jobs, both new installation and repair of existing pumps.

Dana Kenney, Field Technician

24 years' experience in field service work, pump repair, working with turbine pumps, end suction centrifugal pumps, split case pumps, submersible wastewater pumps. Experience in teardown and inspection of pumps, troubleshooting pump and motor issues in the field, performing vibration analysis, performing laser alignment services, etc.

Jason Kendall – Field Crew Supervisor

18 years' experience working in field service work, pulling large turbine pumps, troubleshooting pumps, performing installation of turbine pumps, performing vibration analysis, etc.

Stacey Thomas – Shop Scheduler/Supervisor

38 years' experience in pump maintenance, troubleshooting, repair of turbine pumps and end suction pumps.

BID

BID TO: JORDAN VALLEY WATER CONSERVANCY DISTRICT

The undersigned Bidder hereby proposes to furnish all plant machinery, labor, services, materials, equipment, tools, supplies, transportation, utilities, and all other items and facilities necessary to perform all work required under the Bidding Schedule of the Owner's Contract Documents entitled "1362 East 6400 South Well Rehabilitation" drawings and all addenda issued by said Owner prior to opening of the bids.

Addenda are only delivered by e-mail and through the internet.

The undersigned bidder acknowledges receipt of the following addenda:

<u>No.</u>	<u>Date Received</u>	<u>No.</u>	<u>Date Received</u>
<u>1</u>	<u>10/20/2023</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Bidder agrees that, within 10 calendar days after receipt of Notice of Award from Owner, he will execute the Agreement in the required form, of which the Notice Inviting Bids, Instructions to Bidders, Bid, Information Required of Bidder, Technical Specifications, Drawings, and all addenda issued by Owner prior to the opening of bids, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the bid guarantee furnished by Bidder shall be forfeited to Owner as liquidated damages for such failure; provided, that if Bidder shall execute the Agreement, secure the required insurance and bonds, and furnish the required insurance certificates within said time, his check, if furnished, shall be returned to him within five days thereafter, and the bid bond, if furnished, shall become void. It is further understood that this bid may not be withdrawn for a period of 45 days after the date set for the opening thereof, unless otherwise required by law.

Dated: October 24, 2023

Bidder: Nickerson Company, Inc.

By: *R. Sean Larson*
(Signature)

Title: Inside Sales

Bidder further agrees to complete all work required within the time stipulated in the Contract Documents, and to accept in full payment therefore the price(s) named in the above-mentioned Bidding Schedule(s).

BID

Bid Schedule A: 1362 East 6400 South Well

Item No.	Description	Unit	Est. Qty	Unit Price	Amount
A1	Mobilization/Demobilization/Cleanup	Lump	1	\$86,480.00	\$86,480.00
A1a	Remove Existing Pump Equipment	Lump	1	\$ 9,840.00	\$9,840.00
A2	Video Camera Survey	Each	3	\$ 2,415.00	\$ 7,245.00
A3	Well Cleaning (Brush and Bail)	Hour	30	\$ 690.00	\$ 20,700.00
A4	Rig Development - Dual Swab and Pump/Airlift	Hour	60	\$ 690.00	\$41,400.00
A5	Furnish NW-120 Phosphoric Acid	Gallon	910	\$ 40.25	\$ 36,627.50
A6	Furnish NW-310 Bio-dispersant	Gallon	450	\$ 115.00	\$51,750.00
A7	Mix and Prepare Acid Treatment Solution for Injection	Lump	1	\$ 9,200.00	\$ 9,200.00
A8	Inject Acid Treatment Solution with Dual Swab Tool	Lump	1	\$ 11,788.00	\$ 11,788.00
A9	Swab Acid Treatment Solution in Well with Dual Swab Tool	Hour	16	\$ 690.00	\$ 11,040.00
A10	Remove Acid Treatment with Dual Swab Tool and Pump/Airlift	Hour	60	\$ 690.00	\$ 41,400.00
A11	Furnish 12% Sodium Hypochlorite (Chlorine)	Gallon	240	\$ 23.00	\$ 5,520.00
A12	Furnish NW-220 Clay Dispersant	Gallon	60	\$ 138.00	\$ 8,280.00
A13	Inject Chlorine and NW-220 Solution into Well with Dual Swab Tool	Lump	1	\$ 20,988.00	\$ 20,988.00
A14	Swab Chlorine and NW-220 in Well with Dual Swab Tool	Hour	16	\$ 690.00	\$ 11,040.00
A15	Remove Chlorine and NW-220 Treatment from Well with Dual Swab Tool and Pump/Airlift	Hour	120	\$ 690.00	\$ 82,800.00
A16	Cleanout Accumulated Sediment from Well - Bailer	Hour	8	\$ 690.00	\$ 5,520.00
A17	Furnish and Install Gravel Pack (8x12) in Gravel Feed Tube	Cubic Foot	54	\$ 138.00	\$ 7,452.00
A18	Furnish 12% Sodium Hypochlorite	Gallon	40	\$ 23.00	\$ 920.00
A19	Furnish NW-410 Enhancer	Gallon	12	\$ 115.00	\$ 1,380.00
A20	Mix and Prepare Disinfection Solution for Injection	Lump	1	\$ 9,200.00	\$ 9,200.00

BID

Item No.	Description	Unit	Est. Qty	Unit Price	Amount
A21	Well Disinfection	Lump	1	\$ 10,350.00	\$ 10,350.00
A22	Development Sediment/Sludge Disposal	Cubic Yard	5	\$1,150.00	\$ 5,750.00
A23	Vertical Turbine Pump, Complete	Lump	1	\$108,200.00	\$108,200.00
Bid Schedule A Total:				\$ 604,870.50	

Total Project Bid Price including all system features shown or specified to make all project components complete and operable for the 1362 East 6400 South Well Rehabilitation Project in words:

_____ Six Hundred Four Thousand, Eight Hundred Seventy _____ Dollars
and _____ Fifty _____ Cents.

Bidder (Company name): _____ Nickerson Company, Inc. _____

By: R. Dean Larson
(Signature)

Dated: _____ October 24, 2023 _____

Name: _____ R. Dean Larson _____

Title: _____ Inside Sales _____

ATTACHMENTS TO THIS BID

The following documents are attached to and made a condition of this Bid:

1. Required Bid security in the form of Bid Bond.
2. Information Required of Bidder.

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Failure to comply with this requirement may render the Bid non-responsive and subject to rejection. Additional sheets shall be attached as required.

1. Contractor's name: Nickerson Company, Inc.
2. Contractor's address: 2301 W. Indiana Ave.
Salt Lake City, UT 84104

Contractor's Primary Contact: Dean Larson

Email address of Contractor's primary contact: rdean@nicopumps.com

Contractor's telephone number: 801-973-8888

3. **Contractor must be qualified and licensed to do business in Utah.**
Utah Department of Commerce Information
Business Entity Number: 569284-0142
Delinquent Date: N/A
4. **Contractor must hold a current well driller's or pump installer's license.**
Contractor's Utah License Number: 914
Expiration Date: 6/30/2025

INFORMATION REQUIRED OF BIDDER

2. Key Personnel Qualifications and Experience

List key personnel here and provide detailed information in Attachments A and B. More than one Project Manager and/or Project Superintendent may be proposed. Only personnel approved by the Owner will be allowed in the key positions.

Project Manager A: Jeff Stucki
Project Manager (Alternate 1): Dean Larson
Project Manager (Alternate 2): Jeremy George

Project Manager shall have worked as a project manager on a minimum of two (2) projects, each of which shall meet the following requirements:

1. Motor, column pipe, and pump were removed and replaced, and,
2. Mechanical development was performed.

Project Superintendent A: Stacey Thomas
Project Superintendent (Alternate 1): Dana Kenney
Project Superintendent (Alternate 2): _____

Project Superintendent shall have worked on a minimum of three (3) projects, each of which shall meet the following requirements:

1. Motor, column pipe, and pump were removed and replaced, and,
2. Mechanical development was performed.

6. Previous Contractor Project Experience

Past project experience shall be provided for each requirement. The Owner shall be entitled to contact each and every reference listed by the contractor. The Contractor, by submitting a bid, expressly agrees that any information concerning the CONTRACTORS in possession of said entities and references may be made available to the owner. The Owner reserves the right to reject any bid based upon unsatisfactory past performance with the Jordan Valley Water Conservancy District or any of the supplied references.

Provide the information identified in Attachment C for each project listed below:

INFORMATION REQUIRED OF BIDDER

Requirements:

Contractor shall have successfully completed at least three (3) well development projects which include the following:

1. Motor, column pipe, and pump were removed and replaced, and mechanical development was performed.
2. At least one of the three projects shall have included chemical well development that included acid treatment.

1. Jordan Valley Water Conservancy District Deep Well 6

2. Orem City Well #8

3. Granger Hunter Improvement District Rushton Well #12

7. Number of years as a contractor in construction work of this type:

99

8. Name and title of officers of Contractor's firm:

Richard Nickerson, President

Jeff Stucki, Vice President

9. Number of persons employed full-time by the firm: 30

10. Name of person who inspected site of proposed work for your firm:

Name: Jeff Stucki

Date of Inspection: _____

11. Surety company who will provide the required bonds on this contract:
Western Surety Company

Agent's Name: Jodee Clark

Telephone: 801-521-2421

12. Workers Compensation Insurance Policy #: 1390410

INFORMATION REQUIRED OF BIDDER

ATTACHMENT A

(Copy as necessary – provide experience that meets the requirements listed above)

Project Manager Data Sheet

Name: Jeff Stucki

Years experienced as Project Manager: 26

Years of prior experience: _____ Positions: Inside/Outside Sales

Qualifying Project #1: Jordan Valley Water Conservancy District Deep Well 6

Project Summary: Remove pump, modify column to all Stainless Steel, clean well, reinstall pump and motor.

Year Completed: 2022 Column Diameter: 8"

Pump Setting Depth: 400'

Development Method: Dual Swab

Total Cost: \$350,128.00 Owner: JVWCD

Owner Contact Person: David Mclean Telephone: 801-680-6334

Qualifying Project #2: Orem City Well #8

Project Summary: Pull pump, perform brush and bail, replace pump bowl, column & shafting, reinstall pump.

Year Completed: 2022 Column Diameter: 12"

Pump Setting Depth: 360'

Development Method: Brush & Bail

Total Cost: \$53,532.00 Owner: Orem City

Owner Contact Person: Quinn Fenton Telephone: 801-229-7546

INFORMATION REQUIRED OF BIDDER

ATTACHMENT B

(Copy as necessary – provide experience that meets the requirements listed above)

Superintendent Data Sheet

Name: Stacey Thomas

Years experienced as Superintendent: 13

Years of prior experience: _____ Positions: Shop/Field Supervisor

Qualifying Project #1: Jordan Valley Water Conservancy District Deep Well 6

Project Summary: Remove pump, modify column to all Stainless Steel, clean well, reinstall pump and motor.

Year Completed: 2022 Column Diameter: 8"

Pump Setting Depth: 400'

Development Method: Dual Swab

Total Cost: \$350,128.00 Owner: JVWCD

Owner Contact Person: David McLean Telephone: 801-680-6334

Qualifying Project #2: Orem City Well #8

Project Summary: Pull pump, perform brush and bail, replace pump bowl, column & shafting, reinstall pump.

Year Completed: 2022 Column Diameter: 12"

Pump Setting Depth: 360'

Development Method: Brush & Bail

Total Cost: \$53,532.00 Owner: Orem City

Owner Contact Person: Quinn Fenton Telephone: 801-229-7546

Qualifying Project #3: Sand Hollow Well #13

Project Summary: New installation. New pump, motor, column, tube, shafting, discharge head, sounder tube, well head work.

Year Completed: 2021 Column Diameter: 8"

Pump Setting Depth: 450'

Development Method: None - New well

Total Cost: \$96,677.00 Owner: Washington County Water Conservancy District

Owner Contact Person: Trinity Stout Telephone: 435-673-3617

INFORMATION REQUIRED OF BIDDER

ATTACHMENT C

(Provide experience that meets the requirements listed above)

Contractor Project #1 Experience Summary

Project Name: Jordan Valley Water Conservancy District Deep Well 6

Project Location: 9911 South 2700 West, South Jordan, UT

Project Manager: Jeff Stucki

Project Superintendent: Stacey Thomas

Project Description: Remove pump, modify column to all Stainless Steel, clean well, reinstall pump and motor.

Pump type, depth, and diameter: National J11HC-5 Stage, set at 400', 11" diameter bowl.

Mechanical development method: Dual Swab

Increase in specific capacity: N/A

Date Bid: 2/3/2022 Date Completed: 2022

Contract final price: \$350,128.00

Owner's contact information: David McLean 801-680-6334

INFORMATION REQUIRED OF BIDDER

Contractor Project #2 Experience Summary

Project Name: Orem City Well #8

Project Location: Orem, UT

Project Manager: Jeff Stucki

Project Superintendent: Stacey Thomas

Project Description: Pull pump, perform brush and bail, replace pump bowl, column & shafting,
reinstall pump.

Pump type, depth, and diameter: H14MC-8 stage, set at 360', 14" diameter bowl.

Mechanical development method: Brush and Bail

Increase in specific capacity: N/A

Date Bid: 7/19/2021 Date Completed: 10/28/2022

Contract final price: \$53,532.00

Owner's contact information: Quinn Fenton, 801-229-7546

INFORMATION REQUIRED OF BIDDER

Contractor Project #3 Experience Summary

Project Name: Sand Hollow Well #13

Project Location: Sand Hollow Reservoir, Washington County

Project Manager: Jeff Stucki

Project Superintendent: Stacey Thomas

Project Description: New installation. New pump, motor, column, tube, shafting, discharge head, sounder tube, well head work.

Pump type, depth, and diameter: J11LC-11 stage, set at 450' 11" diameter bowl.

Mechanical and chemical development method: N/A - New Installation

Increase in specific capacity: N/A

Date Bid: 6/24/2021 Date Completed: 2/21/2022

Contract final price: \$96,677.00

Owner's contact information: Trinity Stout 435-673-3617

CNA SURETY**Bid Bond**Bond No. Bid-10242023**CONTRACTOR:**

(Name, legal status and address)
 Nickerson Company Inc.
 2143 West Indiana Ave
 Salt Lake City UT 84104

SURETY:

(Name, legal status and principal place
 of business)
 Western Surety Company
 South Dakota Corporation
 151 N Franklin Street 17th Floor
 Chicago IL 60606

This document has important legal
 consequences. Consultation with
 an attorney is encouraged with
 respect to its completion or
 modification.

Any singular reference to
 Contractor, Surety, Owner or
 other party shall be considered
 plural where applicable.

OWNER:

(Name, legal status and address)

Jordan Valley Water Conservancy District
 8215 South 1300 West
 West Jordan UT 84088

BOND AMOUNT: Five Percent of Amount bid (5% of amount bid)

PROJECT:

(Name, location or address, and Project number, if any)

Pump Maintenance at 1362 East 6400 South Well, Salt Lake City, UT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19 day of October, 2023.

R. Dean Larson
 (Witness)

[Signature]
 (Witness)

Nickerson Company Inc.

(Principal)

President
 (Title)

Western Surety Company

(Surety)

Jodee Clark
 (Title)

Jodee Clark, Attorney in Fact

Bid Bond

Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. **CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.**

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jodee M Clark, Individually

of Salt Lake City, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of December, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of December, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , .



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

NICKERSON COMPANY, INC.



SHOP CAPABILITIES

- 40,000 SQUARE FOOT FACILITY
- REPAIR OF ALL TYPES OF CENTRIFUGAL PUMPS
- COMPLETE MACHINE SHOP, TURNS TO 5' DIAMETER
- REPLACEMENT PARTS MANUFACTURING
- COMPLETE WELDING AND FABRICATION SHOPS
- HINES IND. DYNAMIC BALANCING EQUIPMENT
- SPECIAL PROTECTIVE COATINGS
- HEAT TREATING OVEN
- LASER ALIGNMENT
- CNC LATHES

FIELD CAPABILITIES

- PUMP INSTALLATION—WELL SERVICE RIG-50 TON, BOOM TRUCK-23 TON, BOOM TRUCK-18 TON, 40 TON CRANE. 45 TON CRANE. 70 TON CRANE. FULLY STOCKED SERVICE TRUCK W/5 TON CRANE
- ARIES WELL VIDEO INSPECTION SYSTEM—COLOR, DUAL LENS
- WELL CLEANING AND SERVICE TOOLS
- CUSTOMER MAINTENANCE SEMINARS
- SONAR JET WELL CLEANING SYSTEM
- UTAH WELL SERVICE LICENSE-- #741
- FLATBED TRAILERS TO 48' FIELD SERVICE



PHONE: 801-973-8888

FAX: 801-973-8267

WEBSITE: www.nicopumps.com

E-MAIL: sales@nicopumps.com

Qualifications 1C

Nickerson Company Safety Standards and Training

OHSA Certified and Licensed Crane & Rig Operators

OSHA Inspected and Certified Cranes & Rigs

- | | |
|-----------------------------------|------------------------------|
| • 50 ton water well work over rig | • 70 ton crane |
| • 45 ton crane | • 40 ton crane |
| • 23 ton truck mounted crane | • 18 ton truck mounted crane |
| • 5 ton truck mounted crane | |

Drug testing: Mandatory, (9) panel drug testing for field service personnel, exceeds DOT and Federal Government Standards, plus random testing to Federal Government standards by approved drug testing laboratory.

Utah State Licensing: Nickerson Company is licensed and bonded by the State of Utah to install pumping equipment in water wells as well as perform cleaning operations in water wells.

Rigging Training: All Nickerson Field Service personnel have been trained on proper safe rigging procedures, and carry certification cards

Rigging Inspection Program: Nickerson Company rigging is 3rd party inspected and tagged as suitable for intended service

MSHA Training: All Nickerson Co. Field Service Personnel have current MSHA training and certification for surface mining operations

Safety Manual: Nickerson Company has company specific safety manual, copies are available upon request

Safety Program: Nickerson Company has a mandatory, ongoing employee safety program

Nickerson Company Insurance Standards

General Liability Coverage: 5,000,000.00 / 6,000,000.00

Individual occurrence / aggregate

Workers Comp Liability: 1,000,000.00 / 1,000,000.00 / 1,000,000.00

Personal Property of Others: 50,000.00 Inland Marine Policy

Motor Truck cargo: 50,000 coverage

Company Ratings: All Nickerson Company Insurance is provided by "A" rated insurance carriers

Availability and Ability of Key Personnel

Jeff Stucki – Outside Sales

Availability—Normal Business Hours, After Hours—801-597-4686

36 years' experience in the pump industry, quoting projects, repairs, sales. Act as project manager on jobs, both new installation and repair of existing pumps.

Dean Larson – Inside Sales

Availability—Normal Business Hours—801-973-8888

14 years' experience in the pump industry, quoting projects, repairs, sales. Act as project manager on jobs, both new installation and repair of existing pumps.

Brian McWhorter – Inside Sales

Availability—Normal Business Hours—801-973-8888

11 years' experience in the pump industry, quoting projects, repairs, sales. Act as project manager on jobs, both new installation and repair of existing pumps.

Dana Kenney, Field Technician

Availability—Normal Business Hours—801-573-4305

24 years' experience in field service work, pump repair, working with turbine pumps, end suction centrifugal pumps, split case pumps, submersible wastewater pumps. Experience in teardown and inspection of pumps, troubleshooting pump and motor issues in the field, performing vibration analysis, performing laser alignment services, etc.

Jason Kendall – Field Crew Supervisor

Availability—Normal Business Hours—801-318-1026

18 years' experience working in field service work, pulling large turbine pumps, troubleshooting pumps, performing installation of turbine pumps, performing vibration analysis, etc.

Knowledge and Experience

Revised 11/28/2022

Washington County Water Conservancy District

<u>Booster Station:</u>	3/2002	(5) New 250 HP Floway 23TK single stage pumps.
	4/2004	Repair pump #1.
	2/2005	Remove debris from pump #1.
	10/2009	Repair pump assembly.
	2/2010	Repair (3) pump assemblies.
	5/2010	Free up sand locked pump.
	11/2010	Repair pump assembly
	3/2016	Repair pumps #2 and #5
	10/2017	Repair pumps #1, #3, and #4
<u>Sand Hollow #1:</u>	12/2014	Pull, Install, Repair Simmons SJ12H, 6 stage, new column, tube, and shaft.
<u>Sand Hollow #2:</u>	5/2003	New Floway 10JKM, 24 Stage, oil lube, 675' setting.
	5/2005	Spare Floway bowl assembly.
	1/2007	Pull, Install spare bowl assembly.
	3/2009	Spare National M10HC, 18 stage bowl assembly.
	6/2015	Pull, Re-install Spare pump, new column.
	9/2021	Pull, Inspect National M10HC 18 stage assembly, no install
<u>Sand Hollow #4:</u>	3/2017	New American Turbine 10-L-20, 16 stage well pump assy.
<u>Sand Hollow #5:</u>	3/2017	New National S6MC, 9 stage submersible well pump assy.
<u>Sand Hollow #6:</u>	3/2017	New National S6HC, 8 stage submersible well pump assy.
<u>Sand Hollow #8:</u>	4/2003	New Floway 10XKL, 3 Stage, Subm. 520' setting.
	3/2004	Spare Floway bowl assembly.
	5/2009	Pull, Re-install new motor, customer spare pump, Floway.
	9/2009	Spare National SK8LC, 5 Stage bowl assembly.
	1/2012	National SK8LC, 5 Stage, Subm. 526' setting.
	5/2014	Pull, Re-install new pump new motor.
	10/2014	Pull, Re-install new customer supplied pipe.
	12/2016	Pull, Re-install new Nat'l SK8LC-5 pump, new motor
	1/2018	New spare Nat'l pump and 100 HP Franklin motor
	8/2021	Spare bowl assembly, National SK8LC-5
	10/2022	Pull, Install spare bowl, new column (by others), re-install

<u>Sand Hollow #9:</u>	6/2004 2/2006 3/2010 9/2013 10/2014 10/2014 4/2016 7/2020	New Floway 12JKH, 7 Stage, oil lube, 680' setting Sand locked, free up, start-up. Pull, Re-install with spare from 6/2004. Repair 200 HP Motor. Pull, Re-install with National E12MC, 8 Stage. Spare National bowl assembly. New spare Nat'l 12MC-8 bowl assembly. Pull, Install spare pump from 16-111, 40' new column, 360' new tube and shaft.
<u>Sand Hollow #10:</u>	10/2019 12/2020	New National K10HC, 7 Stage, oil lube, 415' setting. Pull, Repair bowl assembly, Re-install.
<u>Sand Hollow #11:</u>	1/2022	New National K10LC, 11 stage, oil lube, 460' setting
<u>Sand Hollow #12:</u>	10/2019 8/2021	New National K10LC, 8 stage, oil lube, 465' setting Pull, New National K10LC, 8 stage pump, re-install.
<u>Sand Hollow #13:</u>	2/2022	New National L10HC-S, 10 stage, oil lube, 520' setting
<u>Sand Hollow #17:</u>	10/2002 3/2004 8/2009 3/2016	New Floway 10XKLL, 4 Stage, Subm. 480' setting. Spare American Marsh pump Model S8LC, 6 Stage. Spare 75 HP Franklin motor. Pull, Repair Floway 10XKLL-4 bowl assembly.
<u>Sand Hollow #18:</u>	7/2009 4/2016 2/2019	New National J11HC, 6 Stage, oil lube, 300' setting. Pull, repair National J11HC-6 bowl assembly. Re-install from 2016, 200' of new column, 300' tube and shaft.
<u>Sand Hollow #19:</u>	7/2009 3/2016 3/2018	New National J11LC, 8 Stage, oil lube, 380' setting. Pull, repair pump, re-install, repair motor Pull, new pump, re-install.
<u>Sand Hollow #20:</u>	7/2009 4/2016 2/2019	New National J11MC, 6 Stage, oil lube, 240' setting. Pull, repair National J11MC-6 bowl assembly. Re-install from 2016, 160' of new column, 240' of tube and shaft.
<u>Sand Hollow #21:</u>	1/2007 2/2007 6/2016	New American Marsh 12HC, 4 Stage, oil lube, 390' setting Troubleshoot top end vibration, test motor, check tension Pull, repair American Marsh 12HC-4 bowl assembly.

Sand Hollow #22: 7/2009 New National M8HC, 8 Stage, oil lube, 280' setting.
6/2016 Pull, repair National M8HC-8 bowl assembly.

Sand Hollow #23: 7/2009 New National J11LC, 10 Stage, oil lube, 480' setting.
10/2009 Pull locked up pump and re-install.
8/2014 Pull, repair, install new pipe. Rebuilt pump, coated.
7/2015 Pull, new National J11LC-10 pump, re-install.
6/2018 Pull and re-install, new bowl assembly, new motor.
4/2021 Pull, New National J11LC-10 pump, re-install.
12/2021 Remove tension assembly, provide new, start-up

Sand Hollow Resort Pumps:

3/2011 Pull, repair, Install Floway 5 Stage pump assembly.
3/2011 Pull, repair, Install Floway 5 Stage pump assembly.
4/2011 Pull, repair spare bowl assembly, install.
6/2011 Repair spare bowl assembly, fabricate new head, deliver.
9/2016 Repair (3) pump assemblies, upgraded components.

West Dam Springs P.S.:

7/2006 (3) New American Marsh 14HC, 2 stg, ccvt pumps.
9/2006 #1 sand locked, pull/install, pull #2 & #3 shorten.
2/2007 Sonar Jet wells #2 & #3.
2/2007 Add 10' length to pumps #2 & #3.
8/2009 Repair pump assembly.
1/2012 Repair pump #1.
1/2012 Repair #2, Pull #3 & install in #2 spot, install #2 @ #3.
4/2018 Repair #2, new bowl assembly, upgraded materials.
2/2019 Repair #1, new bowl assembly, new column, upgraded materials, repair motor.
8/2022 Repair #2, repair bowl assembly, new column assembly

Cottom Well #1: ? National J11HC, 6 stage, oil lube,
9/2009 Spare National bowl assembly.
5/2013 New Johnson H110 RAG
9/2013 Pull, Re-install with Nat'l J11HC, 6 stg, new tube & shaft.
8/2014 New Johnson H110 RAG (Spare)
5/2016 Pull, repair pump, new column, re-install
7/2016 Spare National J11HC-6 bowl assembly.
10/2020 New Johnson RAG H125
12/2020 Pull, Install new spare bowl assembly, re-install.
3/2022 Pull top 40', replace 40' tube and shaft, re-install.

<u>Cottom Well #2:</u>	10/2002	New Floway 10XKH, 8 stage, oil lube, 60 HP.
	8/2008	Pull, Re-install with customer spare pump.
	9/2009	Spare American Marsh 10JC, 9 stage bowl assembly.
	1/2010	Pull, Re-install with existing motor, column by customer.
	3/2016	Pull, Re-install spare pump, new column, tube & shaft.
	3/2022	Pull, new Simflo SP9L-8, new column, tube, shaft, install
<u>Toquer Well #1:</u>	3/2017	New Nat'l SL6LC-6 subm well pump assy, 7 ½ HP.
	8/2017	Pull subm well pump assy. All components left on site.
<u>North Dam Drain:</u>	6/2012	Pull pump #1, Goulds 11CHC-2, repair, re-install.
	3/2015	Pull pump, Goulds 11CHC-2, repair, re-install.
	7/2017	Pull pump, Goulds 11CHC-2, repair, re-install.
<u>West Dam Drain:</u>	4/2003	New Floway 10JKL-3, 20 HP pump assembly.
	7/2017	Pull, repair pump assembly, test motor.
<u>TSWS:</u>	2/2015	New National H14XHC-2 pump assembly.
<u>Diversion Dam Well:</u>	6/2013	Pull, New Nat'l pump M8MC-3, new column assy.
	8/2016	Pull, New Nat'l pump M8MC-3, new column assy.
<u>Ence North Well:</u>	4/2018	New National SK8LC, 7 stage subm, 100 HP, set 143'
<u>Clear Well #1: Pump #2</u>	12/2021	Pull, repair pump assembly, Re-install
<u>Clear Well #2: Pump #2</u>	6/2020	Pull, repair pump and 40 HP motor, re-install.
	12/2021	Warranty repair.
<u>Clear Well #2: (Small)</u>	10/2022	Pull, new Goulds 5CLC-4 pump, new column assy, install
<u>Old Farm Well:</u>	9/2022	Pull, install with new 50 HP submersible motor.
<u>Gates Lane Well:</u>	10/2022	Pull, install with new 10 HP submersible motor.
<u>Gubler Well:</u>		

Repairs and Services

Mechanical Shop Services

- Detailed strip reports
- Quotations to repair
- Material upgrade options
- Parts manufacturing
- Parts replication in various materials
- Dynamic balancing
- Tungsten carbide wear journals
- Mechanical seal rebuilding
- Mechanical seal retrofits
- Electric motor repair
- Induction heater mounting of bearings
- Shaft straightening
- Hydrostatic pressure testing
- Submersible cable testing in water
- Fabricated steel baseplates
- Sand blasting
- Power coating
- Epoxy coating
- Ceramic coatings
- Rubber lining
- Laser alignment
- Field removal and reinstallation services

Machine Shop Equipment

- (8) manual engines lathes, 12" through 60" swings
- (2) CNC lathes, 30" swing
- Vertical turret lathe, 70" swing
- Vertical milling machines, manual and CNC
- Radial arm drills
- Key seating machine
- Bands saws
- Heat treating oven
- Hydraulic tracing equipment
- CAD drawing system

Field Tech Services

- Installation and removal of horizontal pumps
- Start-up service for new pumping equipment
- Vibration analysis of pumping equipment
- Preventive maintenance inspections
- Pump to motor laser alignment service
- Mechanical seal service
- Fire pump system annual testing
- Pumping system analysis and pump troubleshooting
- Megger testing of electrical motors and cables
- Field welding and pipe fitting
- Field change out of pump rotating elements

Preventative Maintenance Field Services

- Bearing lubrication
- Pump and motor vibration analysis
- Seal and packing replacement
- Pressure and flow testing
- Motor winding megger testing
- Motor amperage load analysis

Well Pump Repair Services

- Well Pump Installation & Removal
- Well Inspection
- Water Well Inspection Equipment
- Brushing and Bailing
- Sonar-Jet Technology

Product Availability and Service Response Time

Product Availability and Service Response Time

A. Approach to and timeliness in providing procurement item.

The typical approach is as follows:

- Missed phone call—Return call within 24 hours or less
- Phone Call, E-mail, Text Message—Review data and proceed with obtaining material information, cost, and lead times. Provide a quotation of procurement items within 2-4 business days or less.
- Approval—After approval has been obtained, order procurement items no later than the next business day.
- Suppliers—Contact suppliers to verify order status, lead times, etc.
- Schedule—Schedule removal and / or installation once procurement item lead time has been established after ordering.

B. Vendor strength to provide procurement item.

As of 2024, Nickerson Company has been in business for 100 years and serving the pumping needs of the intermountain west. Nickerson serves as a single source provider because of our ability to provide new sales, repairs, removal, installation, and service. By owning our equipment, we have the flexibility to meet customer needs. Nearly all of the sales, shop, and service personnel have over 10 years-experience in the pumping industry with many having 20+ years of experience. More detailed information can be found on our website, www.nicopumps.com.

C. Procurement items and services to be provided.

Nickerson Company can provide all components and services listed in Exhibit A, Scope of Products and Services.

References

Contracted Reference

Riverton City

Contact: Stacey Olson—Assistant Public Works Director

Phone: 801-558-3088 E-mail: solson@rivertonutah.gov

Non-Contracted References

Summit Water Distribution—Mike Folkman—435-640-8017

Weber Basin Water Conservancy District—Riley Olsen—801-771-1677

Jordan Valley Water Conservancy District—David McLean—801-680-6334

Kearns Improvement District—John Lawson—801-244-1638

Cost Proposal

Labor, Material, Service Rates

Shop Labor Rates

Mechanical Shop Labor	Hourly Rate	\$135.00	Overtime Rate	\$135.00
Machine Shop Labor	Hourly Rate	\$135.00	Overtime Rate	\$135.00

Service Men Rates

Serviceman with service truck	Hourly Rate	\$160.00	Overtime Rate	\$160.00
Serviceman w/ service truck + Helper	Hourly Rate	\$245.00	Overtime Rate	\$245.00

Field Service Rates

(2) Men w/ 23 Ton Boom Truck	Hourly Rate	\$271.00	Overtime Rate	\$271.00
(3) Men w/ 23 Ton Boom Truck	Hourly Rate	\$365.00	Overtime Rate	\$365.00
(3) Men w/ 45 Ton Crane	Hourly Rate	\$405.00	Overtime Rate	\$405.00
(3) Men w/ 70 Ton Crane	Hourly Rate	\$455.00	Overtime Rate	\$455.00
Crane Rental	Hourly Rate Plus 18 % Markup			

Well Videos

Dual Lens Color Video	Rate per Foot	\$2.25	Minimum Charge	\$500.00
Re-Video	Rate per Foot	\$2.00	Minimum Charge	\$400.00
Basic price includes 1 hour travel	Hourly Rate	\$135.00	Mileage Rate/Mile	\$1.25

Mileage

Mileage for all Vehicles	Rate per Mile	\$1.25
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Materials

All Materials	Cost Plus 18 % Markup
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Per-Diem

Based on Government Rates	Cost Plus 18 % Markup
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Freight

Incoming Freight for all Materials	Cost Plus 18 % Markup
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NICKERSON COMPANY, INC. WARRANTY, TERMS AND CONDITIONS OF SALE.

PURCHASER: _____ P.O.# _____

DESCRIPTION _____

All orders shall be made out to Nickerson Company, Inc. at P.O. Box 25425, Salt Lake City, Utah 84125 and shall be subject to acceptance by Nickerson Company, Inc.

1. CONSTRUCTION AND LEGAL EFFECT. Our sale to you will be solely upon the terms and conditions set forth herein. They supersede and reject any conflicting terms and conditions of yours, any statement in yours to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you; we shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer. No representation of any kind has been made by us except as set forth herein; this agreement conclusively supersedes all prior writings and negotiations with respect thereto and we will furnish only the quantities and items specifically listed on the face hereof; we assume no responsibility for furnishing other equipment or material shown in any plans and/or specification for a project to which the goods ordered herein pertain. Any action for breach of contract must be commenced within one year after the cause of action has accrued. Our quoted prices, discounts, terms and conditions are subject to change without notice.

2. PRICES. Unless otherwise noted on the face hereof, prices are net F.O.B. Point of Origin. Service time of a factory-trained service man is not included and may be charged extra. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of goods ordered or sold will be added to billing unless you provide us with an appropriate exemption certificate.

3. DEFECTIVE EQUIPMENT AND LIMITATION OF WARRANTIES. Providing purchaser notifies us promptly, if within one year from date of shipment equipment sold by Nickerson Company, Inc. fails to function properly under normal, proper and rated use and service because of defects in material or workmanship demonstrated to our satisfaction to have existed at the time of delivery, the company reserving the right to either inspect them in your hands or request their return to us will at our option repair or replace at our expense F.O.B. our Salt Lake City plant, or give you proper credit for such equipment or parts determined by us to be defective, if returned transportation prepaid by purchaser. The foregoing shall not apply to equipment that shall have been altered or repaired after shipment to you by anyone except our authorized employees, and the company will not be liable in any event for alterations or repairs except those made with its written consent. Purchaser shall be solely responsible for determining suitability for use and the company shall in no event be liable in this respect. The equipment or parts manufactured by others but furnished by us will be repaired or replaced only to the extent of the original manufacturer's guarantee. Our obligations and liabilities hereunder shall not be enforceable until such equipment has been fully paid for. Purchaser agrees that if the products sold hereunder are resold by purchaser, he will include in the contract for resale, provisions which limit recoveries against us in accordance with this section. In case of our failure to fulfill any performance representation, it is agreed that we may at our option remove and reclaim the equipment covered by this agreement at our own expense and discharge all liability by repayment to the purchaser of all sums received on account of the purchase price. (The foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties, or merchantability or fitness for a particular purpose or otherwise, express or implied by connection with the sale or furnishing of goods or parts, their design, suitability for use, installation or operation.) We will in no event be liable for any direct, indirect, special or consequential damages or delay resulting from any defect whatsoever, and our liability under no circumstances will exceed the contract price for the goods for which liability is claimed.

4. DELIVERY. Delivery, shipment and installation dates are estimated dates only, and unless otherwise specified, are figured from date of receipt of complete technical data and approved drawings as such may be necessary. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any causes beyond our control or causes designated Acts of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer.

5. OPERATING CONDITIONS AND ACCEPTANCE. Recommendations and quotations are made upon the basis of operating conditions specified by the Purchaser. If actual conditions are different than those specified and performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all expenses incurred in, and reasonable profit for, performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all changes in the equipment required to accommodate such conditions, and we reserve the right to cancel this order and Purchaser shall reimburse us for all costs and expenses incurred in, and reasonable profit for, performance hereunder. We reserve the right to refuse any order based upon a quotation containing an error. The provisions in any specification or chart issued by Nickerson Co. are descriptive only and are not warranties or representations; Nickerson Co. will certify to a rated capacity in any particular product upon request. Capacity head and efficiency certifications are based on shop tests and when handling clear, fresh water at a temperature not over 85° F. Certifications are at this specified rating only and do not cover sustained performance over any period of time nor under conditions varying from those.

6. SHIPPING. Unless you specify otherwise in writing, (a) goods will be boxed or crated as we may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at our discretion, and may be insured at your expense, value to be stated at order price. On all shipment F.O.B. our plant, delivery of goods to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. A claim for loss of damage in transit must be entered with the carrier and prosecuted by you. Acceptance of material from a common carrier constitutes a waiver of any claims against us for delay or damage or loss.

7. CANCELLATION AND RETURNED EQUIPMENT. Orders may be cancelled only with our written consent and upon payment or reasonable and proper cancellation charges. Goods may be returned only when specifically authorized and you will be charged for placing returned goods in saleable condition, any sales expenses then incurred by us, plus a restocking charge and any outgoing and incoming transportation costs which we pay.

8. CREDIT AND PAYMENT. Payment for products shall be 30 days net. Pro-rata payments shall become due with partial shipments. A late charge of 2 percent per month or the maximum permitted by law, whichever is less, will be imposed on all past due invoices. We reserve the right at any time to alter, suspend, credit, or to change credit terms provided herein, when in our sole opinion your financial condition so warrants. In such case, in addition to any other remedies herein or by law provided. Failure to pay invoices at maturity date at our election makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled, and we may terminate this agreement. Acceptance by us of less than full payment shall not be a waiver of any of our rights. You represent by sending each purchase order to us that you are not insolvent as that term is defined in applicable state or federal statutes. In the event you become insolvent before delivery of any products purchased hereunder, you will notify us in writing. A failure to notify us of insolvency at the time of delivery shall be construed as a reaffirmation of your solvency at that time. Irrespective of whether the products purchased hereunder are delivered directly to you, or to a customer of yours, and irrespective of the size of shipment, we shall have the right to withhold or reclaim goods under the applicable state and federal statutes. Where you are responsible for any delay in shipment the date of completion of goods may be treated by us as the date of shipment for purposes of payment. Completed goods shall be held at your cost and risk and we shall have the right to bill you for reasonable storage and insurance expenses. Regardless of price quoted, all orders will be invoiced in the minimum amount of \$50.00 net.

9. INSPECTION. Inspection of goods in our plant by you or your representative will be permitted insofar as this does not unduly interfere with our workflow, provided that complete details of the inspection you desire are submitted to us in writing in advance.

10. RECORDS, AUDITS AND PROPRIETARY DATA. Unless otherwise specifically agreed in writing signed by an authorized officer, neither you nor any representative of yours, nor any other person, shall have any right to examine or audit our cost accounts, books or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which we, in our sole discretion, may consider in whole or part proprietary to ourselves.

The undersigned accepts this quotation and agrees to the warranty terms and conditions printed on this sheet, and acknowledges that he and, or she is bound thereby and it is fully understood and agreed that ownership, title and right of unrestricted repossession of property, shall remain with the Nickerson Company, Inc., until paid for in full. The signers hereof agree that if any default of this contract occurs, they will return all above merchandise in good order upon demand, and all payments previously made are to be forfeited for rental and use thereof, plus an additional sum for any legal or attorney fees incurred in the enforcement of above provisions.

SIGNED _____ TITLE _____ DATE _____

Please sign and return to Nickerson Co. with order.

Qualifications:

- a. Identify the key personnel expected to provide the procurement item, and a brief explanation of the key personnel experience.

Dale Gardner, drilling. Jeff Gardner, pump quotes & installation. Gary Gardner, equipment and maintenance.

- b. Summarize prior engagements in which key personnel have participated that demonstrate their expertise and experience in providing the procurement item for entities comparable in scope and complexity to the district.

Sand Hollow Wells & Pumps

Cottam #3 Drilling of well and test pumping

CICWCD Well Rehabilitation

Culinary Wells & Pump installation

- c. Specify equipment and facilities available for services (e.g. swivel crane, pump rig, service trucks, machine shop, etc.).

Drill Rigs

Cable Tool

Pump Rig

Service Truck

Press

Welding shop

- d. Demonstrate availability and ability of key personnel for counseling with officers and staff.
Dale Gardner, Jeff Gardner, Gary Gardner

Knowledge and Experience:

- a. Demonstrate experience and proven ability providing the procurement item for entities comparable in scope and complexity to the district.

- b. Demonstrate good working knowledge, capability of providing professional services and capability of preparing various analyses, reports, and other deliverables in connection with the procurement item.

- c. deliverables in connection with the procurement item.

Product Availability and Service Response Time:

- a. Describe approach to and timeliness in providing the procurement item.

We are an hour out.

b. Describe vendor's strengths and how they will be used to provide the procurement item.

We are honest, hardworking and loyal. We will work hard to provide the best service at the lowest cost possible.

c. Describe which components of the procurement item you can provide us:

1) replacement parts only, 2) services only, or parts and services.

We can provide and install replacement parts, or Spec out a whole new system.

References:

Provide name of one (1) entity with whom the vendor has previously contracted to provide a procurement item similar to those outlined in this Request for Proposals. Include name of (a) individual contact, (b) telephone number, and (c) a mailing address or email address for the reference.

St George City	Kade Bringhurst 435-627-4854	Kade Bringhurst <kade.bringhurst@sgcity.org>
CICWCD	Rhianna Howard 435.865.1453	rhoward@ensignutah.com
KANE COUNTY WATER	MIKE NOEL 435-616-5603	Michael Noel <mnoel5603@gmail.com>

COST PROPOSAL

a. The hourly cost for each staff member who may be assigned to the contract
Time starts when the outfits leave the yard

1" AIRLINE	.45 ft
3/8" AIRLINE	.45 FT
10" LINESHAFT PUMP	\$ 8.25
8" LINESHAFT PUMP	\$ 7.25
6" LINESHAFT PUMP	\$ 6.25
5" & 6" SUBMERSIBLE	\$ 6.00
3" & 4" SUBMERSIBLE	\$300/HR
PUMP RIG TIME	\$300/HR
BRUSHING & CLEANING WELLS	\$300/HR
PERCENTAGE CHARGE FOR MATERIALS	COST +10%
FREIGHT IS AN ADDITIONAL CHARGE	

b. The cost of any materials needed to provide the Service and/or Replacement Parts
Cost + 10%

c. The hourly cost of any equipment needed to provide the Service

Pump Rig Time is \$300/hr

Drill Rig will need to be quoted

- d. The percentage or amount of markup for pass-through costs

Cost +10%

- e. Any other costs that would be charged to the district (e.g. freight, transportation, per diem, mileage, etc.)

+Freight



Gardner Brothers Drilling

COST PROPOSAL

- a. The hourly cost for each staff member who may be assigned to the contract
Time starts when the outfits leave the yard

1" AIRLINE	.45 ft
3/8" AIRLINE	.45 FT
10" LINESHAFT PUMP	\$ 8.25
8" UNESHAFT PUMP	\$ 7.25
6" LINESHAFT PUMP	\$ 6.25
5" & 6" SUBMERSIBLE	\$ 6.00
3" & 4" SUBMERSIBLE	\$300/HR
PUMP RIG TIME	\$300/HR
BRUSHING & CLEANING WELLS	\$300/HR
PERCENTAGE CHARGE FOR MATERIALS	COST +1W0



Procurement Memo

To Zachary Renstrom, General Manager
From Trevor Brown, Development Services Administrator
Date May 30, 2024
Subject Procurement of Water Quality Protection Study for Pine Valley, UT

Type of Procurement: Design Professional Procurement for Engineering Services.

Item Description: A water quality protection study that will provide a framework and recommendations for onsite wastewater system densities (septic systems) for Pine Valley, UT.

Reason for Procurement: The Operations and Planning Department of the Washington County Water Conservancy District (district) needs to procure this service because The Pine Valley area requires an updated and more comprehensive water quality protection study to support decisions that protect ground and surface water from contaminants such as onsite wastewater disposal systems.

Review of Design Professionals: Only one design professional submitted a statement in response to the district's Request for Statements of Qualifications. LRE Water was a high scoring design professional with which a satisfactory contract was negotiated at a price fair and reasonable to the district.

1. LRE Water: This design professional was determined to best meet the needs of the district because of their comprehensive knowledge of hydrogeology. Additionally, their proposed plan for gathering data to provide an evidence-based septic density recommendation was thorough and detailed. A satisfactory contract was negotiated with this design professional at a price fair and reasonable to the district.

Purchase Amount: \$105,800.00

Contract Type(s): Fixed price

Accounting Code: 10-4000-323

Approved:

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

Zachary Renstrom, General Manager



Memo

To WCWCD Board
From Trevor Brown
Date May 31, 2024
SUBJECT Pine Valley Water Quality Protection Study

Situation

An updated and comprehensive study is needed for the Pine Valley area to protect ground and surface water from contaminants potentially added by onsite wastewater disposal systems (septic systems).

Background

In 1997, the district commissioned a groundwater protection study by Hansen, Allen, and Luce (HAL) wherein 3 acres per septic system was recommended for Pine Valley. The district and the county adopted the HAL study and its recommended densities for any newly created parcels. The county used the recommended densities to determine an overall septic count for the area, and solicited HAL's review of using this information to allow lower densities and clustering of development on a first come first serve basis. In response, HAL recommended additional study.

In 2009, the district became the wastewater authority for the unincorporated parts of the county not serviced by Ash Creek Special Service District (generally areas west of I-15). The district honors parcels created legally created prior to July of 2000 which are less than the recommended acreage.

Advanced onsite wastewater disposal systems (advanced systems) remove additional contaminants compared to traditional septic systems. The overall septic count for the Pine Valley area has been reached based on the recommended density, and the district requires advanced onsite treatment for all new systems in the area. Community advanced systems and other wastewater treatment alternatives have the potential of reducing contaminants more than individual systems.

There is a desire to cluster development in the Pine Valley area to allow for greater densities and preserve areas in the meadow. The entire county, including the Pine Valley area, continues to experience robust growth. Development trends in unincorporated county



are different than the primarily residential development considered in the HAL study and include more commercial, vacation rentals, and accessory dwelling units.

Assessment

The district would like to review the recommendations of the HAL study for the Pine Valley area taking into consideration technological advancements in wastewater treatment, recent and potential development, and additional geological and water quality data made available over the last 25 years. The district solicited statements of qualifications to perform a water protection study encompassing these items. LRE Water submitted a statement of qualifications which was selected by the district and has proposed a scope of work to address these items for \$105,800.

Recommendation

Approve the scope of work proposed by LRE Water to complete a Pine Valley Water Quality Protection Study for \$105,800.



May 20, 2024

Washington County Water Conservancy District
Attn: Emily Kagan
533 East Waterworks Drive
St. George, Utah 84770

RE: LRE Water Scope of Work and Revised Fee Proposal
Pine Valley Water Quality Protection Study
Washington County, Utah

Dear Emily,

Thank you for the opportunity for LRE Water (LRE) to assist Washington County Water Conservancy District (the District) with a water quality protection study for the community of Pine Valley, Washington County, Utah. We prepared this proposal in response to your request.

PROJECT UNDERSTANDING

We understand that the District desires to have a comprehensive evaluation of potential impacts to ground and surface water resources from on-site wastewater systems (OWSs) in the Pine Valley area that will inform land management strategies and wastewater system recommendations.

Pine Valley is predominantly a summer use community that consists of several permanent (year-round) residents and a large number of seasonal homes and residents. As such, most water use occurs during the summer months. The reported population varies between 10 and 600 people depending on the time of year. Based on 2022 data, the Pine Valley public water system consists of 531 service connections, most of which are residential. The community is not serviced by a sewer system and wastewater disposal occurs by OWSs.

Permitting single-family OWSs in Utah often occurs at the local level with the county health department and larger systems involve permitting with the Utah Division of Water Quality. Implementation of land management strategies to control hazards to ground and surface water most often occur at the local level with the local water provider, or with city or county ordinances that prevent the location of future contamination or pollution sources

unless design standards are implemented to prevent contaminated discharges to the environment.

Limiting pollutant loading from OWSs to an acceptable level or standard is important for managing the water quality of ground and surface water. Minimizing potential contamination to ground and surface water resources can often be accomplished by following best management and pollution prevention practices for OWSs that may include:

- Maximizing the distance between the water table and the OWS discharge elevation to allow sufficient treatment of the effluent through natural biological processes in the soil.
- Water use conservation to reduce the volume of wastewater generated and resulting nitrate loading in the subsurface.
- Implementing a ground and surface water monitoring program to track changes in water quality.
- Public outreach and education for property owners and residents that promote proper operation and maintenance of OWSs.
- Ensuring that OWSs are serviced by qualified professionals on a regular basis.

LRE's approach for the Pine Valley Water Quality Protection Study (the study) will utilize science-based methods to quantify and characterize existing conditions in Pine Valley, which will inform land management strategies and wastewater system recommendations.

SCOPE OF SERVICES

LRE proposes the following scope of work for the Pine Valley water quality protection study:

- Task 1 – Review Existing Studies, Reports and OWS Technologies
 - Task 1a – Well and OWS Inventory
- Task 2 – Field Data Collection
- Task 3 – Report Preparation
 - Task 3a – Site Characterization
 - Task 3b – Mass-Balance Calculations
 - Task 3c – OWS Options Assessment

- Task 3d – Recommendations Assessment
- Task 4 – Project Management and Stakeholder Engagement

Task 1 – Review Existing Studies, Reports and OWS Technologies. This task involves reviewing previous studies performed in the area and preparing a Geographic Information System (GIS) inventory of the wells and OWSs in the study area. We will also review OWS technologies that will be used to provide recommendations for future development in the study area.

This task will involve a GRAMA request from the Utah Division of Drinking Water for reports for public water system wells and springs in the study area. The well and spring data will be used to help characterize site hydrogeology and to estimate aquifer parameters in the study area. A conceptual model of groundwater flow in the study area will be developed to estimate groundwater flow rates. Wells that could be good candidates for water quality sampling will be identified. The OWS GIS inventory will be based on parcel data, land use and satellite imagery. Another key aspect of this task is identification of important data gaps that could increase uncertainty in the results or conclusions of the study. Deliverables for this task include preliminary maps showing the inventory of wells and OWSs within the study area. We can also provide routine status updates to the District.

Task 2 – Field Data Collection. This task involves visiting the study area and collecting field data, such as water quality samples from wells, springs, and the Santa Clara River, and surface water flow measurements in the Santa Clara River and its tributaries. We propose collecting up to 12 water quality samples (2 samples from the Santa Clara River, 2 springs samples, and 6 to 8 well samples). The water quality samples will be analyzed for major ions, including nitrate plus nitrite, ammonia and phosphate, and total dissolved solids, which will be used to classify the existing water quality in the aquifer and river. Field water quality parameters will also be measured during sample collection. Based on the District's communication plan, LRE will contact property owners prior to sampling for approval to collect samples. Surface water flows in the Santa Clara River and its tributaries will also be measured to better understand the interactions between surface water and groundwater and how variations in stream flow may impact pollutant concentrations. Streamflow measurements will be collected in the fall during base flow conditions; therefore, it is likely that this task will involve more than one field excursion to collect data. The OWS inventory will also be verified as part of this task.

We assume that this task includes 3 days in the field, 4 nights lodging and round-trip travel from Salt Lake City to Saint George to collect water samples for 2 LRE field staff,

and 2 days in the field, 3 nights lodging and round-trip travel from Salt Lake City to Saint George to make flow measurements for 2 LRE field staff. A site-specific health and safety plan will be developed prior to the start of this task. LRE field staff will adhere to site safety protocols identified in the health and safety plan. We do not anticipate there being a deliverable for this task, but we can provide the District with laboratory results for the water quality samples when available. We will notify the District of the timing of the field work so that LRE can help train District staff on the collection of field data, which will help establish a monitoring program to track changes in water quality in the future.

Task 3 – Report Preparation. This task involves processing data collected in the field and the preparation of a report that summarizes the work and evaluations performed, and presents conclusions and recommendations, accompanied by appropriate data tables, charts, and figures. We will characterize the hydrogeology of the site and use a mass-balance approach to evaluate potential water quality degradation from OWSs with nitrate as the indicator parameter. The approach will consider the quantity of groundwater available for mixing, background nitrate concentrations, OWS discharge rate and nitrate concentration, and the number of OWSs. The report will provide a water quality classification map, potentiometric surface map (based on water levels reported in well logs), information about the degree to which surface and groundwater have been impacted by OWS effluent, identification of areas that have better hydrogeologic conditions for OWS discharge and recommendations for OWS density for future development in the study area. Additional recommendations can be made after we have a better understanding of current conditions and potential growth demands. In conjunction with stakeholder engagement (Task 4), our goal is to provide potential solutions for wastewater disposal for the entire community including commercial and cluster development that provides a framework for reviewing and approval requirements for new wastewater systems and expansion of existing systems. We will prepare a draft report for the District to review and provide comments prior to preparation of a final draft report.

Task 4 – Project Management and Stakeholder Engagement. This task is to provide project management services, which may include participation in stakeholder meetings and other project meetings that may occur. In addition, the LRE project manager will submit monthly invoices, monitor project budget, and provide progress updates as needed to the District. The LRE project manager will also ensure that the proper Quality Control and Quality Assurance procedures are followed throughout data collection and analysis. We are uncertain of the level of stakeholder engagement that will be required, but we assume 2 in-person stakeholder meetings with the LRE project manager, the District and project stakeholders, which includes 1 night of lodging and round-trip travel

from Salt Lake City to Saint George per meeting. The first meeting would likely occur prior to Task 2 to get community buy in for the project and the second meeting would likely occur after the draft report is submitted to the District to discuss the findings of the study with the stakeholders and help inform the final recommendations of the study.

SCHEDULE

The schedule and deliverable for each task is summarized below.

Task	Schedule	Deliverable
Task 1 – Review Existing Studies and Reports	6 weeks after authorization to proceed	Preliminary well inventory and OWS maps
Task 2 – Field Data Collection	Water sampling – 8 weeks after completion of Task 1 Flow measurements – By December 15, 2024	Laboratory results for water quality samples
Task 3 – Report Preparation	15 weeks after completion of Task 2	Draft report followed by final report after District review
Task 4 – Project Management and Stakeholder Engagement	Ongoing during study	Monthly invoices and participation in stakeholder meetings

Note that the schedule is subject to change based on weather conditions, level of stakeholder engagement and District priorities.

PROPOSED FEE

Our revised fee is summarized as follows:

Tasks	Proposed Fee
Task 1 – Review Existing Studies, Reports and OWS Technologies	\$10,000
Task 1a – Well and OWS Inventory	\$9,000
Task 2 – Field Data Collection	\$34,200
Task 3 – Report Preparation	\$20,100
Task 3a – Site Characterization	\$8,600
Task 3b – Mass-Balance Calculations	\$4,200
Task 3c – OWS Options Assessment	\$4,200
Task 3d – Recommendations Assessment	\$2,500
Task 4 – Project Management and Stakeholder Engagement	\$13,000

Tasks	Proposed Fee
Total Proposed Fee	\$105,800

A detailed description of our proposed fee is attached, which includes LRE staff billing rates, number of hours per task and expenses.

AGREEMENT

LRE Water has reviewed the District's Agreement for the Pine Valley Water Quality Protection Study and requests that paragraph 2c (penalty clause) be removed. LRE will accept all the other terms and conditions of the agreement.

If you have any questions about this scope of work and fee proposal from LRE Water for the Pine Valley Water Quality Protection Study, please contact me at (801) 541-4426 (mobile) or neil.burk@LREwater.com.

Sincerely,

LRE WATER



Neil I. Burk, P.G.
Senior Project Manager



Lauren R. Handley, R.G.
Vice President

Date: May 20, 2024



Washington County Water Conservancy District
May 20, 2024

PROPOSED FEE DETAILS

Client Washington County Water Conservancy District
 Project Pine Valley Water Quality Protection Study

Select Names

	Employee	Burk, Neil	LaPine, Katelyn	Thomas, Cais
	Billing Rate	\$208	\$139	\$139

Task No.	Task Name	Input Hours				Hours by Task	Rev by Task
01	Review Existing Studies, Reports and OWS Technologies		24.00	18.00	18.00	60.00	\$9,996
1a	Well and Septic Inventory		10.00	18.00	32.00	60.00	\$9,030
02	Field Data Collection		24.00	72.00	72.00	168.00	\$25,008
03	Report Preparation		50.00	35.00	35.00	120.00	\$20,130
3a	Site Characterization		20.00	16.00	16.00	52.00	\$8,608
3b	Mass-Balance Calculations		12.00		12.00	24.00	\$4,164
3c	OWS Options Assessment		12.00		12.00	24.00	\$4,164
3d	Recommendations Assessment		12.00			12.00	\$2,496
04	PM and Stakeholder Engagement		56.00			56.00	\$11,648
Total Hours by EE			220.00	159.00	197.00	576.00	\$95,244
Total Revenue by EE			\$45,760	\$22,101	\$27,383		

Client Washington County Water Conservancy District
 Project Pine Valley Water Quality Protection Study

		Budget Summary				Project Total
Task No.	Task Name	Hours	Labor Revenue	Expenses	Sub Revenue	
01	Review Existing Studies, Reports and OWS Technologies	60.00	\$9,996.00	\$0.00	\$0.00	\$9,996.00
1a	Well and Septic Inventory	60.00	\$9,030.00	\$0.00	\$0.00	\$9,030.00
02	Field Data Collection	168.00	\$25,008.00	\$9,196.00	\$0.00	\$34,204.00
03	Report Preparation	120.00	\$20,130.00	\$0.00	\$0.00	\$20,130.00
3a	Site Characterization	52.00	\$8,608.00	\$0.00	\$0.00	\$8,608.00
3b	Mass-Balance Calculations	24.00	\$4,164.00	\$0.00	\$0.00	\$4,164.00
3c	OWS Options Assessment	24.00	\$4,164.00	\$0.00	\$0.00	\$4,164.00
3d	Recommendations Assessment	12.00	\$2,496.00	\$0.00	\$0.00	\$2,496.00
04	PM and Stakeholder Engagement	56.00	\$11,648.00	\$1,369.36	\$0.00	\$13,017.36
Totals		576.00	\$95,244.00	\$10,565.36	\$0.00	\$105,809.36

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is dated May 1, 2024, to be effective on the date the last keeper of records for each Party attests and files the Agreement ("**Effective Date**"), by and between Central Utah Water Conservancy District ("Central"), Jordan Valley Water Conservancy District ("Jordan Valley"), the Utah Division of Water Resources (the "Division") Washington County Water Conservancy District ("Washington County") and Weber Basin Water Conservancy District ("Weber Basin"). Central, Jordan Valley, the Division, Washington County and Weber Basin are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

- A. During the 2024 Utah legislative general session, the Utah Legislature passed SB 211, which enacted Utah Code § 11-13-228 ("Section 228"), under the Utah Interlocal Cooperation Act ("Interlocal Cooperation Act"), Title 11, Chapter 13 of the Utah Code, to address the generational water needs of the citizens of Utah and to direct the formation of the Water District Water Development Council (the "Council").
- B. Central, Jordan Valley, Washington County and Weber Basin (sometimes referred to individually as a "District" or collectively as the "Districts") are the four largest water conservancy districts in the state, based on operating budgets.
- C. Section 228 requires the Districts and the Division to establish the Council, as a joint administrator of a joint or cooperative undertaking under the Interlocal Cooperation Act, to jointly plan for generational water infrastructure and advance the responsible development of water within the jurisdiction of the Districts to address water users' generational need for adequate and reliable water supplies.
- D. Within their respective boundaries, the Districts are directed by law to, among other things, adopt and modify plans and specifications for the works for which they each were organized, and to investigate and promote water conservation and development.
- E. The Division is directed by law to, among other things and under the policy direction of the Board of Water Resources, be the water resource authority for the state of Utah (the "State") and to make studies, investigations, and plans to develop and utilize the water resources of the state.

- F. Without interfering with or modifying their respective roles and responsibilities, a material inducement for the Parties to execute this Agreement is their shared desire to ensure that water planning within the State of Utah is coordinated on a regional and statewide level to meet anticipated water demand for 50 to 75 years in the future and determine the need to acquire or establish the physical facilities and other physical assets designed to meet that demand.
- G. The Parties desire to enter into this Agreement to comply with Utah law, to, as outlined in Section 228, ensure that the Council acts in an advisory capacity and (with no authority to establish water policy for the state), and to more fully define their respective roles and responsibilities in their respective participation on the Council.

AGREEMENT

For good and valuable consideration, the Parties agree as follows:

I. Powers, Authority, and Duties.

1. Powers.

- A. To address water users' need for adequate and reliable water supplies, the Council shall:
 - (1) Jointly plan for physical facilities or other physical assets designed to meet anticipated water demand of the citizens of Utah for 50 to 75 years; and
 - (2) Advance the responsible development of water within the jurisdiction of the Districts.
- B. The Council may engage in those activities it determines to be reasonable and appropriate to fulfill its role, including:
 - (1) Using data from the Division on population growth and economic development to assess generational water needs;
 - (2) Identifying possible water sources to meet the generational water needs;
 - (3) Exploring physical interconnections and joint operations of generational water infrastructure that exist as of May 1, 2024, and into the future;

- (4) Assessing water conservation as a component of generational water supplies;
- (5) Assessing water conservation as a component of environmental conservation efforts;
- (6) Scoping solutions to determine the most viable pathways for meeting generational water needs;
- (7) Collecting and analyzing data necessary to make informed decisions regarding generational water needs;
- (8) Coordinating with other water suppliers within the state as needed; and
- (9) Making recommendations to the Legislature regarding projects, funding, and policy changes to provide for generational water needs.

C. The Council, in fulfilling its role, shall respect the functions and areas of responsibility of each of the Districts and the Division, and shall, as outlined in Section 228, act in an advisory capacity, with no authority to establish water policy for the state.

2. Authority. The Council, as provided in Section 228 and other sections of the Utah Code:

- A. Shall coordinate with Division regarding the need for generational water infrastructure and how to meet that need and, as part of this coordination, shall assist the Division in its development of a state water plan under Utah Code Section 73-10-15;
- B. Shall receive input from and coordinate with the water agent appointed by the governor under Utah Code § 73-10g-702 (the “Water Agent”);
- C. May not own or operate water infrastructure, but may provide feedback to a District about the development of generational water infrastructure that will be owned or operated by a District;
- D. May not levy, assess, or collect ad valorem property taxes;
- E. May not issue bonds;
- F. May not establish policy for the state;

- G. Does not control money used to fund water infrastructure;
- H. Does not have authority or power to bind, or make commitments on behalf of, any of the Districts or the Division;
- I. Is not a public body subject to the provisions of the Utah Open and Public Meetings Act; and
- J. Is not a governmental entity as defined in the Utah Government Records Access and Management Act.

3. Duties. The Council shall report on the Council's activities, including findings and recommendations, annually or as invited, to

- A. The governor;
- B. The president of the Senate;
- C. The speaker of the House of Representatives;
- D. The Legislative Water Development Commission created by Section 73-27-102;
- E. The Natural Resources, Agriculture, and Environment Interim Committee; and
- F. The Water Development Coordinating Council created by Sections 79-2-201 and 73-10c-3.

II. Council Membership.

1. **Members.** Pursuant to Section 228:

- A. The Council is composed of five (5) members. Council members are the general managers (or the respective general manager's designee) of each of the four Districts and the director of the Division (representing the needs of the portions of the state that are not served by the Districts).
- B. A Council member may only serve for so long as the member is employed by the member's respective District or by the Division.
- C. Upon the appointment of a new general manager, in the case of a District, or of a new director, in the case of the Division:

- (1) Any designee appointed by the prior general manager of the relevant district shall immediately cease to serve as a Council member; and
 - (2) The newly appointed general manager or director shall automatically become a Council member, provided that a newly appointed general manager may designate another person to be a Council member.
- D. A Council member who is a designee may only serve for so long as the individual who made the designation continues to serve as the general manager of a District and may be replaced at any time, with or without cause, by the general manager who made the designation.

2. Compensation. Members of the Council may not receive compensation, per diem, or expenses for service on the Council.

III. Council Operations.

- 1. Managing District.** The Council shall designate one of the Districts to be the Managing District for the Council. The role of Managing District shall be reviewed by the Council on an annual basis, but there is no minimum or maximum limit on the period of time a particular District serves as the Managing District.
- 2. Council Chair.** The Council shall be chaired by the presiding general manager. The presiding general manager is the general manager, or the general manager's designee, of the Managing District.
- 3. Technical Director.** The Council shall appoint a technical director.
 - A. The technical director, based on specific assignments or direction from the Council as to the result of any work, shall:
 - (1) Conduct or manage investigations, studies, assessments and working sessions on topics and areas of interest as identified by the Council;
 - (2) Coordinate with staff members of the Districts or of the Division, assigned by their respective organization, to work with the technical director or Council staff on Council related issues; and
 - (3) Manage the work of staff members, who are not employed by a District or the Division, who are solely hired to work for the Council in facilitating, conducting and reporting on the results of working sessions.

B. The technical director and any staff member solely hired to work for the Council or the Water Agent:

- (1) Shall be hired by the Council as independent contractors or through a procurement process for professional services;
- (2) Report only to the Council;
- (3) Shall perform their work in accordance with their own means and methods and are not subject to the direction or control of the Districts or the Division in how they perform their work;
- (4) May offer their services to the general public and are not limited to devoting their work to Council business, provided there is no conflict of interest between Council business and such outside work;
- (5) Do not have any set number of hours to work for the Council or guarantee or promise of continuing work;
- (6) Are not intended to be employees of, and are not entitled to any benefits from, the State, the Council, a District, the Division, or the Water Agent;
- (7) Do not have the authority to expend funds, make representations on behalf of, or enter into contracts or other commitments in the name of the Council; and
- (8) Shall not perform any work solely for an individual district or for the Division or direct how those entities should operate or plan for their individual needs or the method of implementing any recommendations made by the Council.

C. The Council shall set the compensation for the technical director and the technical director serves at the pleasure of the Council.

IV. Meetings of the Council.

1. The Council shall meet from time to time as deemed necessary or appropriate by the presiding manager, but no less frequently than two times per calendar year.
2. Meetings may be held in person at such location as the presiding manager designates or electronically.
3. The presiding manager shall provide each Council member with an agenda for the meeting and any relevant information for the meeting at least twenty-four (24) hours prior to the meeting.

4. The Council shall approve working sessions as deemed necessary or convenient in assisting the Council in exercising its powers. Session attendees and participants may include Council members, or their designees, and the Council may invite or recommend individuals with suitable expertise to participate in a working session.

V. Council Procurement and Expenses.

1. The Managing District shall use its procurement rules and policies in meeting the purchasing and business needs of the Council, and shall keep and maintain the financial records pertaining to the Council and the Council's activities.
2. The Managing District shall be the procurement unit acting on behalf of the Council and the presiding general manager shall serve as the chief procurement officer of the Council.
3. The Council shall establish and maintain office space and any staff it deems necessary or appropriate for the Council to exercise its powers and shall make office space available for the use of the Water Agent.
4. As provided in Section 228:
 - A. The State shall pay any costs for non-District staff hired to solely work for the Council or the Water Agent to the extent funds are appropriated by the Utah Legislature; and
 - B. The Districts shall pay the costs of the office space and staff that are directly related to the activities of the Council not paid for pursuant to subparagraph 4.A., including paying the costs of their respective staff members assigned to work with the Council.
5. The Division shall pay the costs of its staff members assigned to work with the Council.
6. Except for the costs of their respective staff members, the costs allocated by this Agreement solely to the Districts shall be shared by them in equal proportions. The Managing District shall pay the costs for which the Districts are solely responsible and invoice the other Districts for their respective share of such costs.
7. For purposes of cost sharing with the State, or its designees, or receiving reimbursements or other payments from the State, or its designees, the Managing District shall represent and act on behalf of the Council in receiving such payments

and entering into any necessary contracts with the State, or its designees.

8. Council members may receive an accounting from the Managing District of the receipt and expenditure of funds on behalf of the Council upon request.
9. Jordan Valley shall be the Managing District at the time this Agreement is entered into and shall continue to serve as the Managing District until the Council designates a new Managing District.

VI. Duration and Termination. The term of this Agreement shall commence on the Effective Date and shall terminate on the later of the date the majority of the Council members elect to terminate the Council or the Legislature repeals Section 228, but not later than 50 years after the Effective Date.

VII. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:

1. This Agreement shall be approved by each Party pursuant to section 11-13-202.5 of the Interlocal Cooperation Act.
2. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to section 11-13-202.5 of the Interlocal Cooperation Act.
3. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to section 11-13-209 of the Interlocal Cooperation Act.
4. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.
5. Any Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.
6. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
7. The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

IN WITNESS WHEREOF, the Parties are executing this Agreement to be effective as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

CENTRAL UTAH
WATER CONSERVANCY DISTRICT

Approved as to form:

By: _____
Its: _____
Date: _____

JORDAN VALLEY
WATER CONSERVANCY DISTRICT

Approved as to form:

By: _____
Its: _____
Date: _____

UTAH DIVISION OF
WATER RESOURCES

Approved as to form:

By: _____
Its: _____
Date: _____

WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT

Approved as to form:

By: _____
Its: _____
Date: _____

WEBER BASIN
WATER CONSERVANCY DISTRICT

Approved as to form:

By: _____
Its: _____
Date: _____



Regional Rate Increase

Jacob Sullivan, CPA
Treasurer/Budget and Finance Manager

Operating Costs

	<u>2024 Budget</u>
General Operations	\$ 2,920,434
Sand Hollow System & Pipelines	1,886,300
Water Treatment Plant	1,957,800
Quail Creek System & Reservoir	439,000
Regional Pipeline System	264,000
Other Costs	<u>888,336</u>
Total Operating Costs:	\$ 8,355,870

Repair & Replacement Costs

	<u>2024 Budget</u>
Sand Hollow Wells	\$ 1,605,000
Pipelines	1,610,000
Reservoirs	985,000
Water Treatment Plant	300,000
Miscellaneous	<u>652,000</u>
Total R&R Costs:	\$ 5,152,000

Total Costs

	<u>2024 Budget</u>
Operating costs:	\$ 8,355,870
Repair and replacement:	<u>5,152,000</u>
Total budgeted 2024 costs:	\$ 13,507,870

2024 Projected Water Deliveries (gallons):	
Potable:	7,514,000,000
Secondary:	<u>788,000,000</u>
Total Deliveries:	8,302,000,000

Proposed 2024 Rates

The District is proposing a rate increase of \$0.13 per 1,000 gallons for both potable and secondary water purchases.

Proposed 2024 Rates

Expense	Potable	Secondary
Operations	\$ 1.06	\$ 0.36
Repair & Replacement	0.69	0.13
R&R Reserve	0.02	0.74
TOTAL	\$ 1.77	\$ 1.23

2023 Rates

Expense	Potable	Secondary
Operations	\$ 1.13	\$ 0.44
Repair & Replacement	0.29	0.02
R&R Reserve	0.22	0.64
TOTAL	\$ 1.64	\$ 1.10

Summary

The proposed rate increase of \$0.13 per 1,000 gallons of water results in the following:

Projected Potable Revenue	\$ 13,299,780
Projected Secondary Revenue	<u>969,240</u>
Total Projected Revenue	14,269,020
Less 2024 Budgeted Costs	<u>(13,507,870)</u>
Available for R&R	761,150



Questions?



Kolob Water System Annual Assessment

Jacob Sullivan, CPA
Treasurer/Budget and Finance Manager

Operating Costs

	<u>2024 Budget</u>
Operations & Maintenance	\$ 81,780
Utilities	2,000
Miscellaneous Expenses	<u>9,450</u>
Total Budgeted Costs:	\$ 93,230

If rates are not increased, approximately \$68,000 would be collected in revenues for the system.

Proposed 2024 Assessment

The District is proposing a 15% increase to the annual assessment:

Proposed 2024 Assessment

Type of Connection	Number	Annual Assessment	Rate per Month
Standby	88	\$ 360	\$72
Active	97	\$ 480	\$96
TOTAL	185		

2023 Assessment

Type of Connection	Number	Annual Assessment	Rate per Month
Standby	91	\$ 315	\$63
Active	94	\$ 415	\$83
TOTAL	185		

The rate per month is for the five months that the system is online during the year.

Summary

The proposed assessment results in the following:

Revenue from Standby Connections	\$ 31,680
Revenue from Active Connections	<u>46,560</u>
Total Projected Revenue	78,240
Less 2024 Budgeted Costs	<u>(93,230)</u>
Deficit	\$ (14,990)



Questions?



HINTONBURDICK
CPAs & ADVISORS

Washington County Water Conservancy District 2023 Audit Presentation

Presented June 3, 2024

By HintonBurdick CPAs & Advisors

Financial Audit

- “Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, ... Misstatements are considered material if there is a substantial likelihood that, individually, or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.”
- We conducted our audit in accordance with
 - auditing standards generally accepted in the United States of America
 - and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States

Financial Audit

- **Internal Controls**
 - Understanding
 - Operating effectiveness
- **Financial Statements**
 - Testing
 - Confirmations
 - Supporting Documentation
 - Analytics
- **Findings**
 - Communicated to management and to those charged with governance.
 - Material weaknesses and significant deficiencies
 - Other items

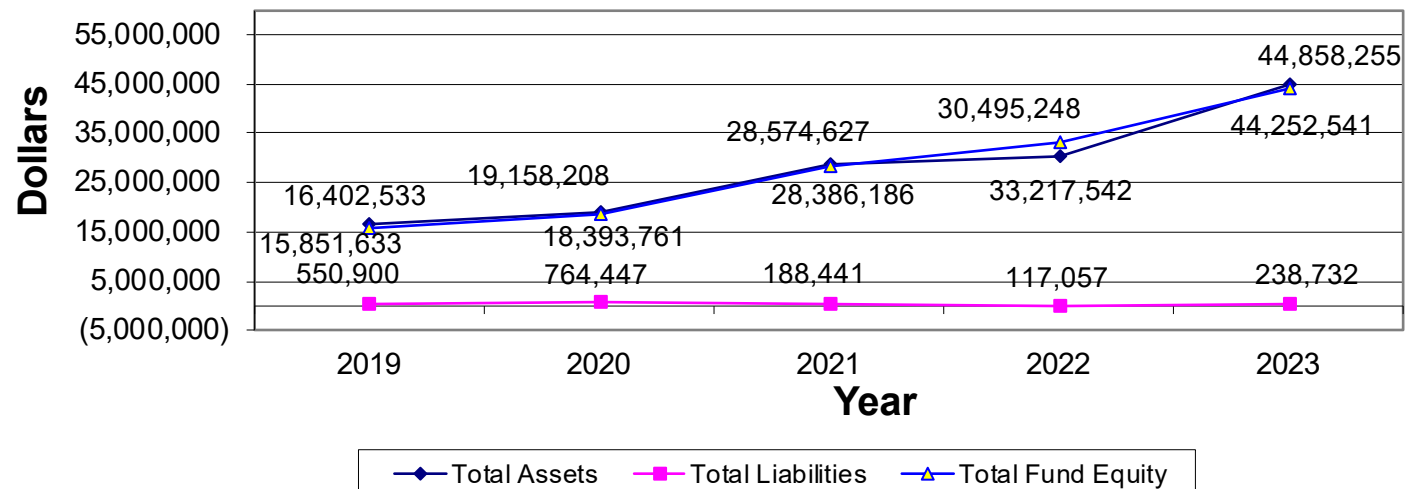
Audit Reports

- **Independent Auditors Report (pg. 1-3).**
 - Unmodified or “clean opinion”
- **Report on Compliance and on Internal Control over Financial Reporting (pg. 60-61).**
 - Any material weaknesses and significant deficiencies noted during the audit are listed in this report.
 - no material findings
- **State Compliance Report (pg. 62-64).**
 - Unmodified or “clean opinion”
 - no material findings

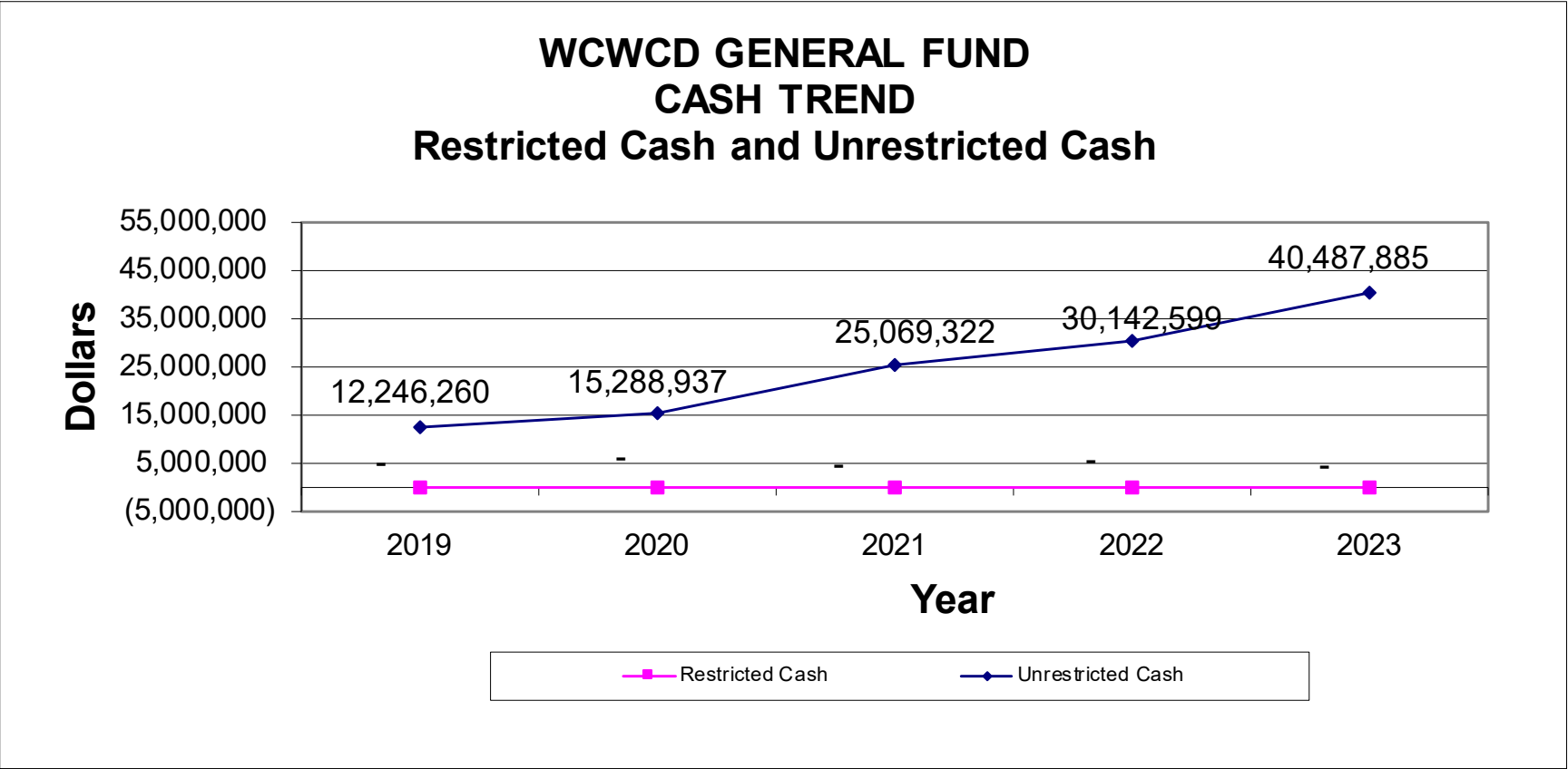
Government Wide Financial Highlights

- Total net position (equity) was \$562,070,952 at December 31, 2023, (pg. 14).
- Total net position increased by \$57,296,710 (pg. 15).
 - Governmental activities increased by \$37.2 million and Business-Type activities increased by \$20.1 million.
- **Classification of Net Position**
 - Net invested in Capital Assets \$238,191,275
 - Restricted \$268,202,640
 - Unrestricted \$55,677,037
- Over time, increases or decreases in net position are an indicator of whether the financial health of the District is improving or deteriorating.

WCWCD GENERAL FUND BALANCE SHEET TREND

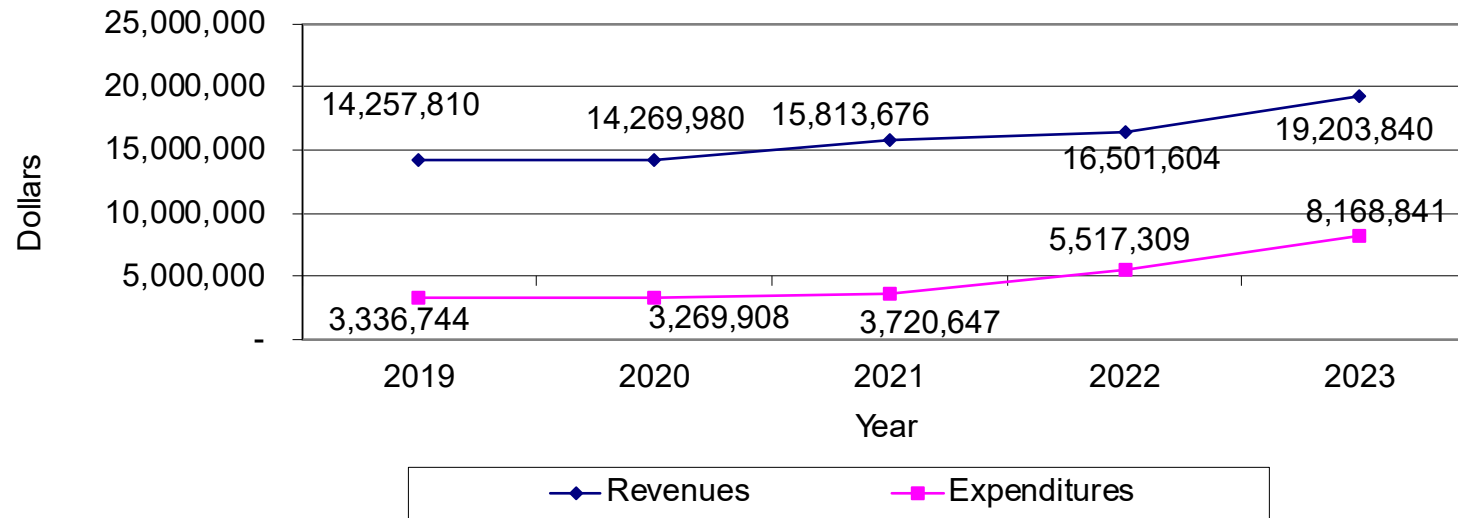


The General Fund shows a healthy balance sheet which is reported on the modified accrual basis. The modified accrual basis does not reflect long-term debt or capital assets.



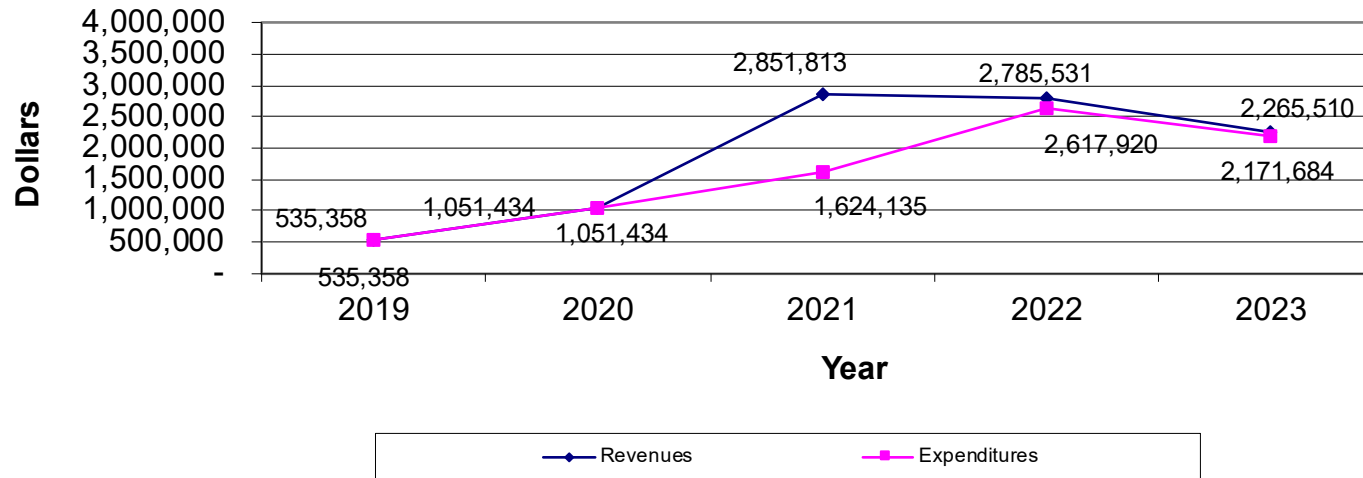
The cash has increased in each of the last five years. The General Fund continues to show a strong cash position.

**WCWCD
GENERAL FUND
Revenue and Expenditure Trend**

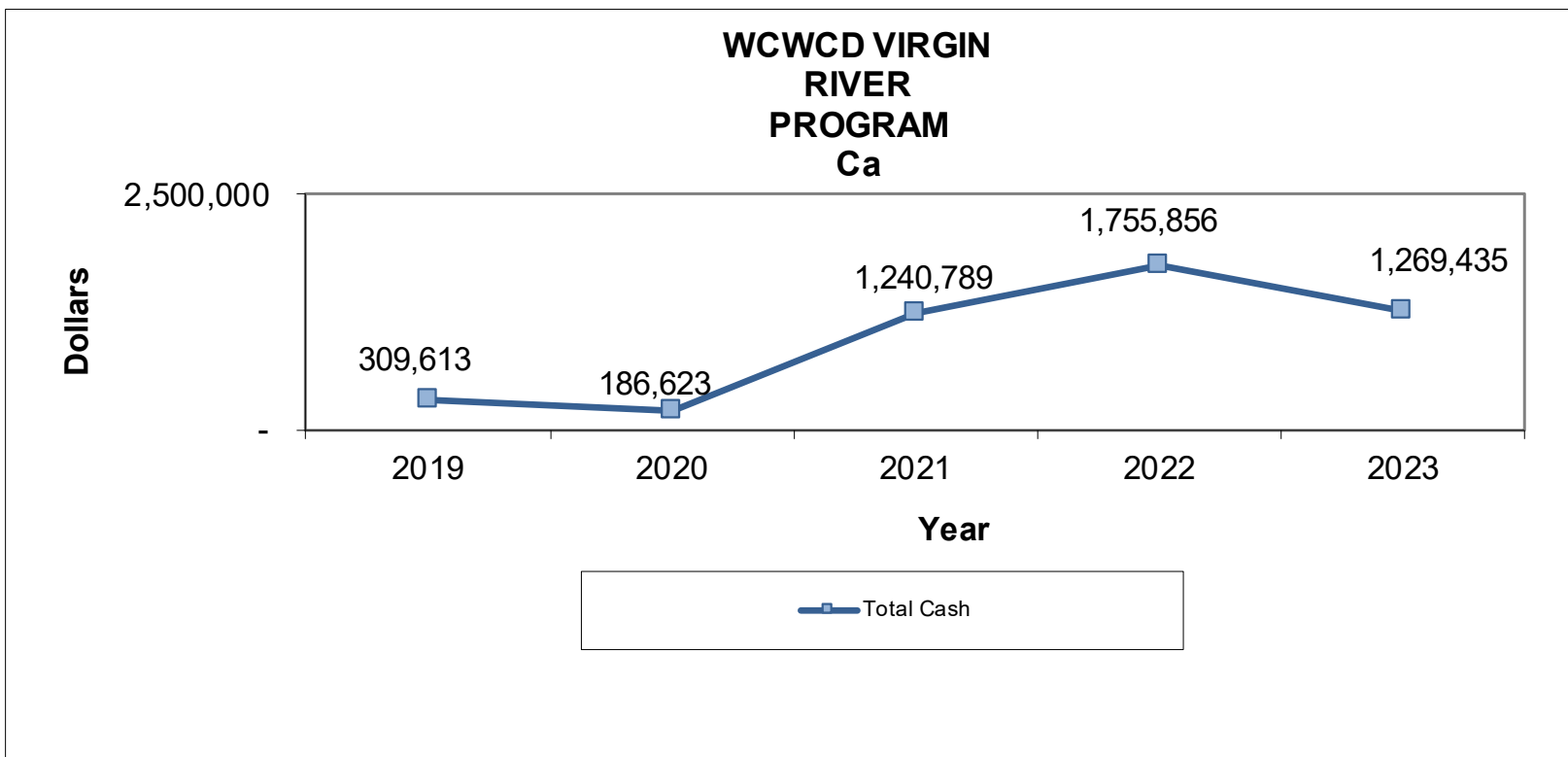


The General Fund is normally expected to break even over time. The District's General Fund has reported revenues over expenditures for the last five years. Excess funds are being moved to the Capital Projects Fund or otherwise restricted to finance water projects which are expected to increase in number and cost as population continues to grow and water scarcity continues to be a challenge.

WCWCD VIRGIN RIVER PROGRAM Total Revenues and Total Expenses

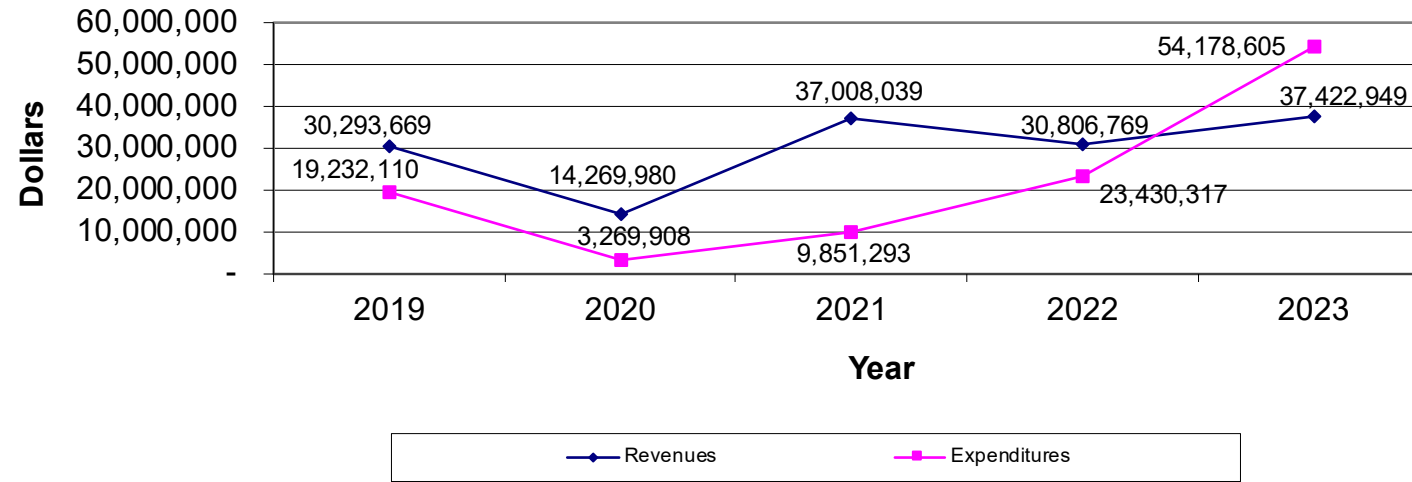


Special revenue funds are expected to break even over time. It is expected that there will be some years where revenues exceed expenses and some where expenses exceed revenue. The revenues in excess of expenses in 2021, 2022 and 2023 continue to be held in the Virgin River Program Fund and are restricted for use of projects and activity that fall in line with the purpose of the fund.



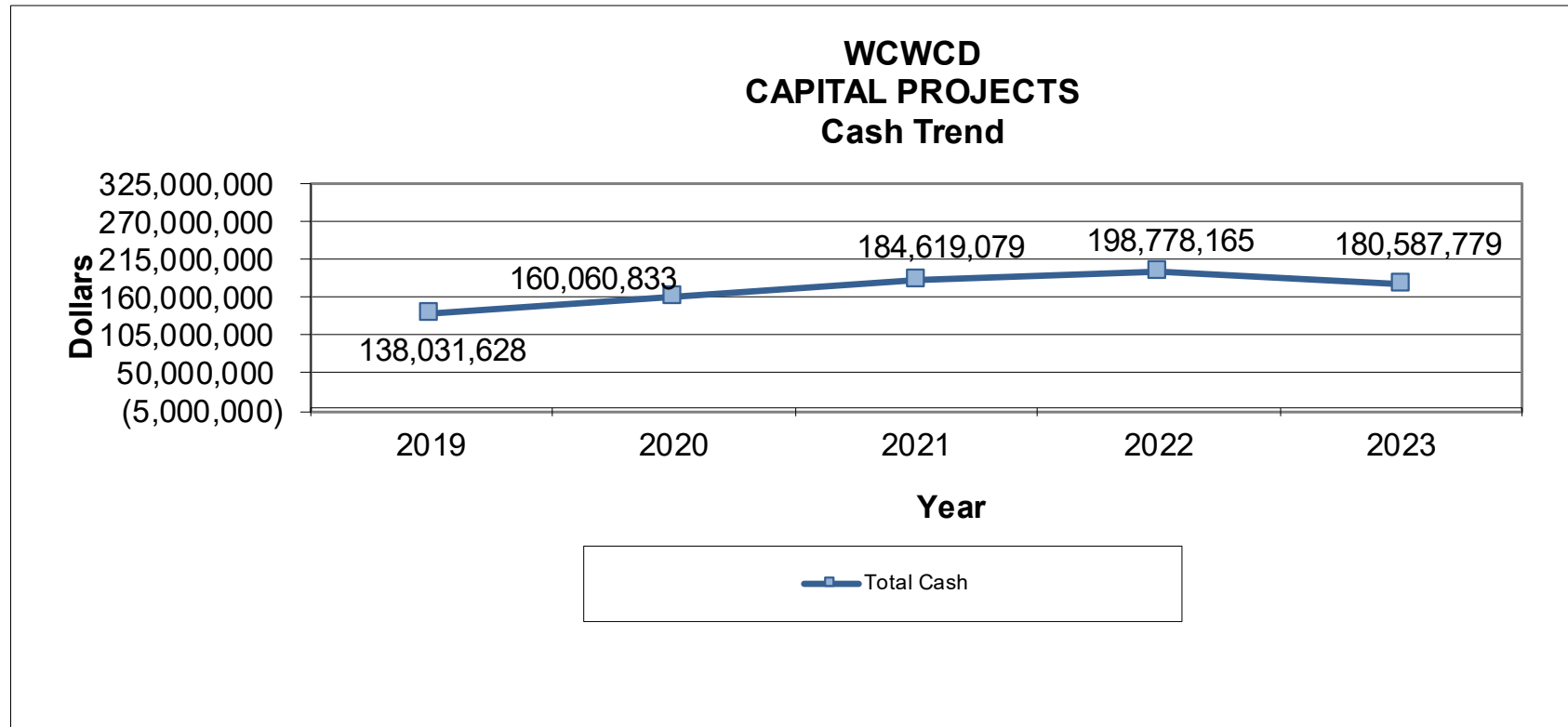
While the Fund has had net income of \$0 over two of the last five years, cash can increase or decrease due to timing of receipts and liabilities, and from transfers in or out of the Fund as appropriate.

WCWCD CAPITAL PROJECTS Total Revenues and Total Expenses

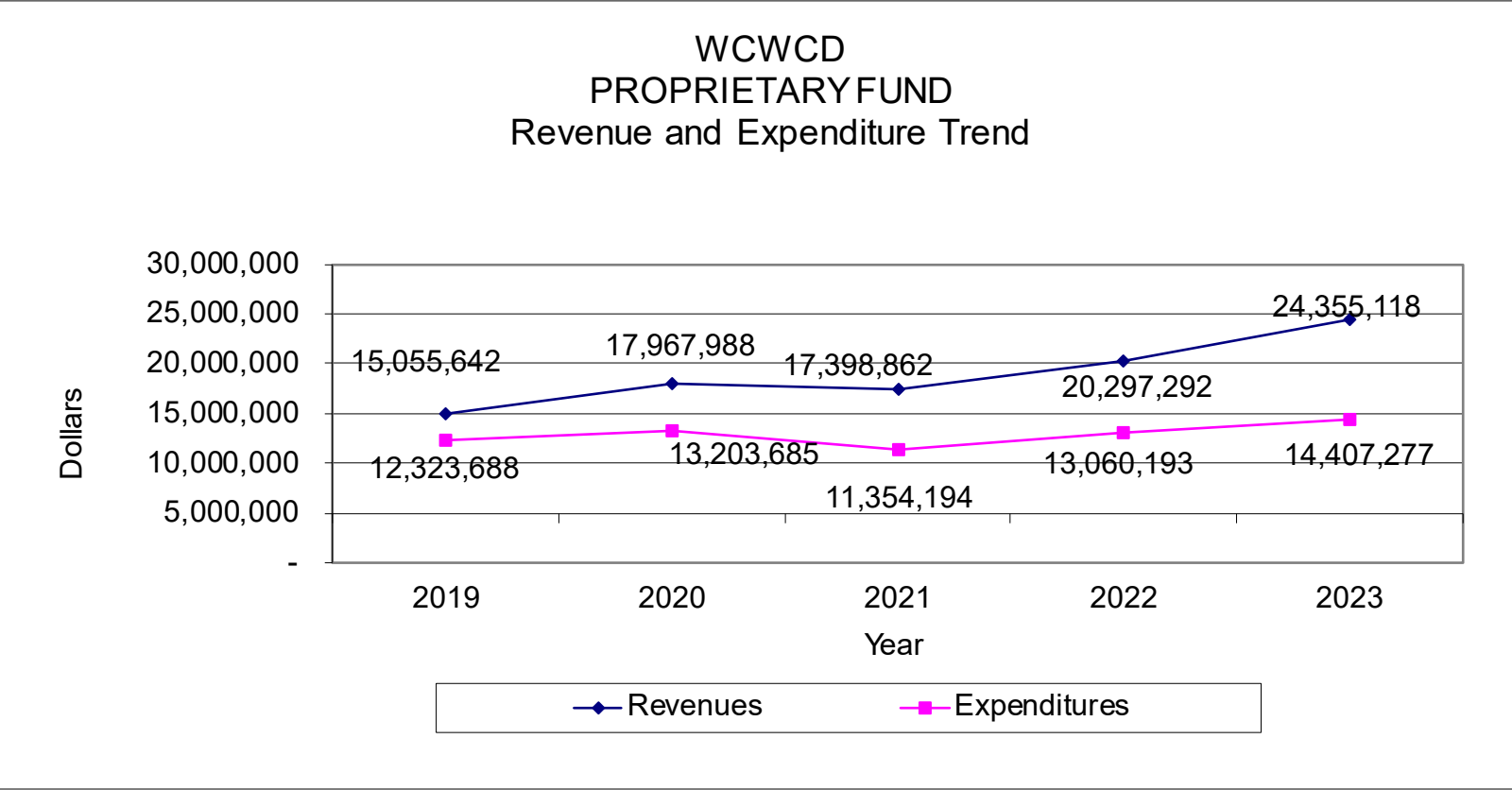


Governmental funds are expected to break even over time. A capital project fund typically builds up resources over time and then expends those accumulated funds over a relatively short period of time, due to the significant costs of capital projects. The capital projects fund has had revenue in excess of expenditures in 2019 through 2022. In 2023 the District incurred 54M of expenditures due to large capital asset

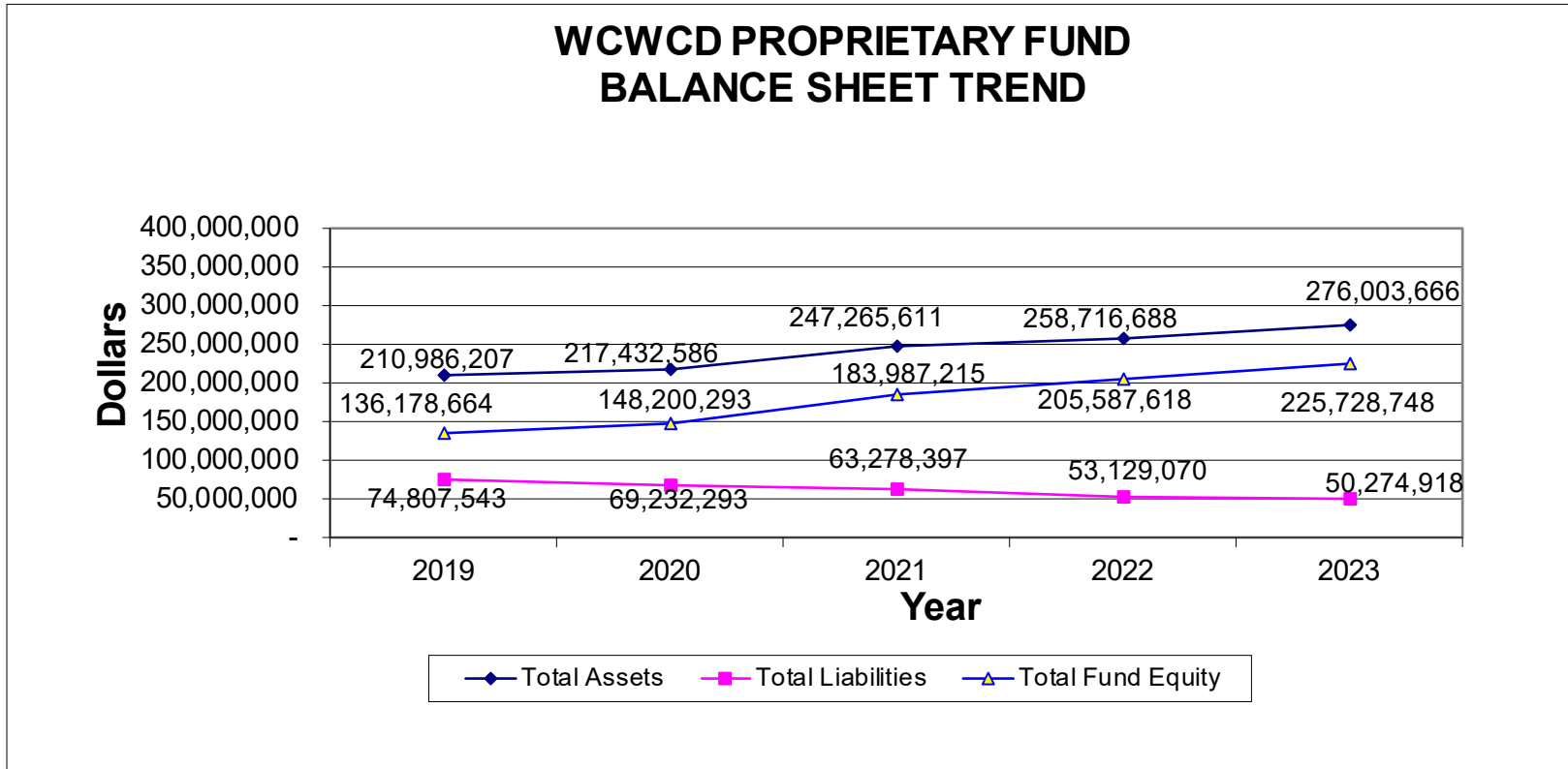




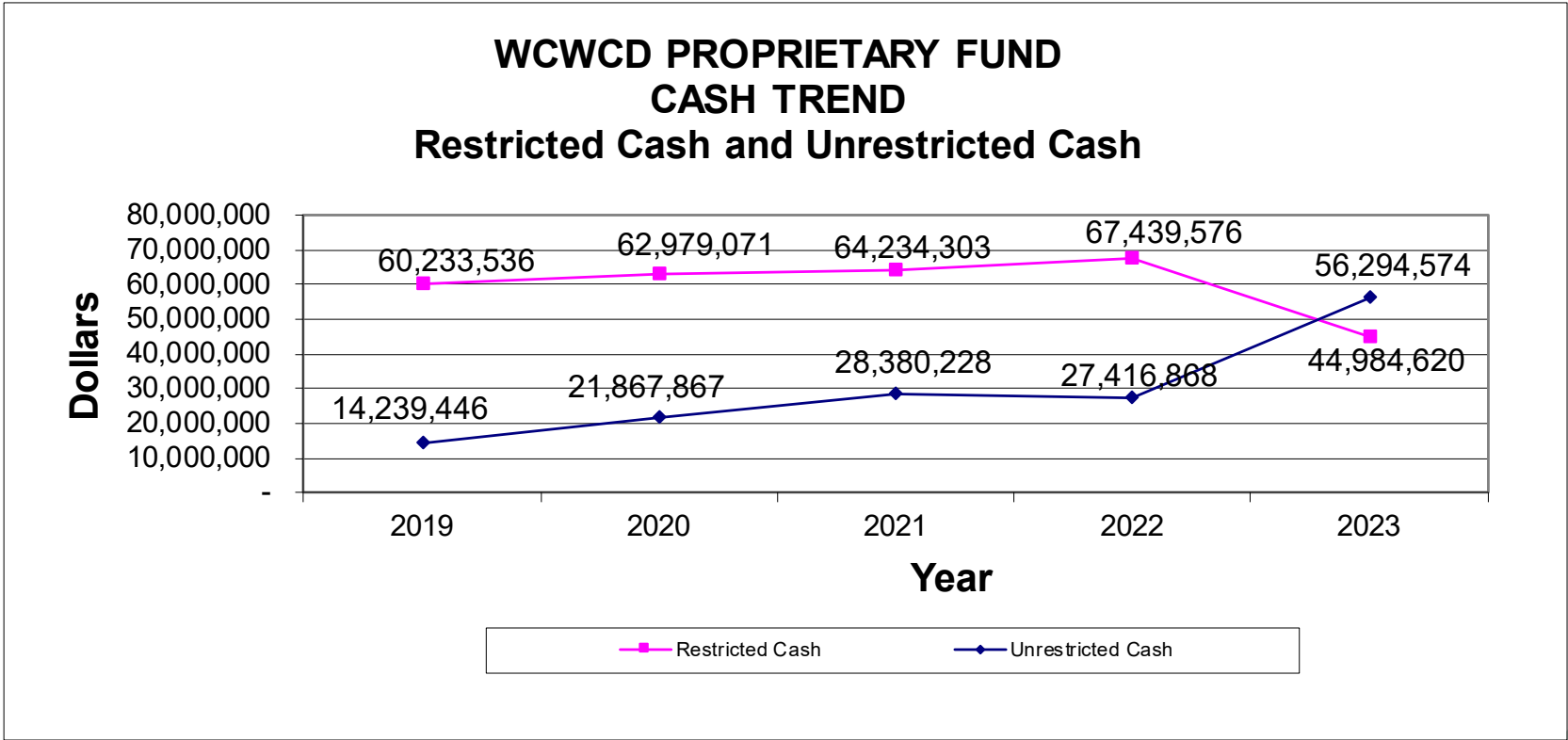
Cash in the Capital Projects Fund has built up as revenues have been more than expenses in four of the last five years, and any transfers into the Fund. In 2023 cash decreased due to large capital projects and related expenditures.



Unlike governmental funds, proprietary funds are more business like in nature. They utilize full accrual accounting, tracking long term assets and liability, and should build resources over time to address long term debt and replace long term assets as they age and deteriorate. The proprietary fund has had net income in each of the last five years, helping the District to build those resources.



The five year trend for the proprietary fund has been a reasonable one with liabilities being reduced while assets and equity have trended up in each of the last five years.



37% of the Districts assets in the Proprietary Fund are cash. Of those amounts, 44% is restricted and the remaining 56% are unrestricted for use however and whenever is best to meet the District's needs.

Questions?

- Please contact R. McKay Hall
 - Phone: 888-566-1277 x272
- Email: mhall@hintonburdick.com

Thank You!

- Thank you for the opportunity to work with the District.
- An audit can take additional time and effort above and beyond the normal work load, and we want to thank all those who assisted us with this year's audit.



QCWTP PLCs Replacement Project

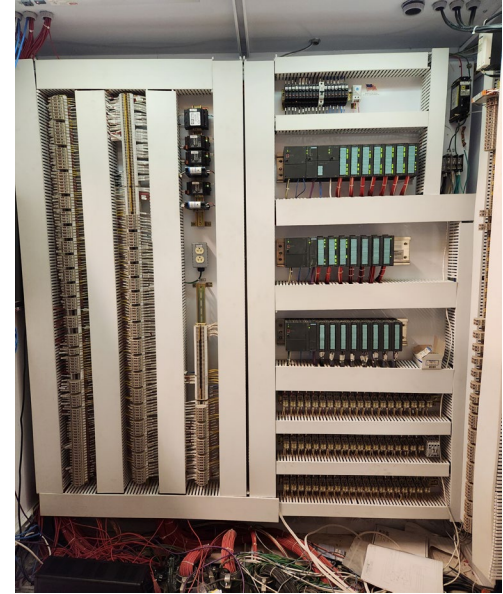
Programmable Logic Controllers

8 PLCs

- Installed 2003 40mgd Expansion
- Discontinued October 2025

Replacement Plan

- Summer 2024 – Reclaim
- Winter 2024-25 – DAF 1-4, Bulk Chemical
- Winter 2025-26 – DAF 5-8, Demand Vault, KMnO
- Influent and UV PLC's TBD ***Not Included in this proposal***



Programmable Logic Controllers

Replacement PLCs

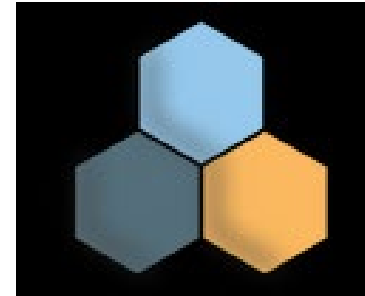
- Hardware purchase
- Hardware installation
- Software programming and integration
- Updated control CAD drawings
- Proposed cost
 - \$762,840.00



Programmable Logic Controllers

Proposed Integrator

- Automation & Controls Inc.
 - Sand Hollow Ground Water Treatment Plant subcontractor
 - Current profession service contract
 - QCWTP expansion project subcontractor
- Benefits of utilizing Automation & Controls
 - Programming logic consistency
 - Extensive system knowledge
 - Future system support and maintenance



Programmable Logic Controllers

Recommendation

- Approve Automation & Controls proposal to replace, integrate, and program QCWTP PLCs for \$762,840.00





Procurement of Well and Pump Replacement Parts & Services

WCWCD Pump Inventory

Well pumps

- Sand Hollow – 20 wells
- Kolob – 2 wells
- Toquerville area – 2 wells
- Kayenta – 2 wells
- Cottam Wells – 3 wells
 - Total Wells – 29
- Pump Station pumps – 47
 - TOTAL PUMPS - **76**



Need For Proposed Contract

Pump Types

- Line Shaft
- Submersible
- Close Coupled
- Depths up to 600 feet deep



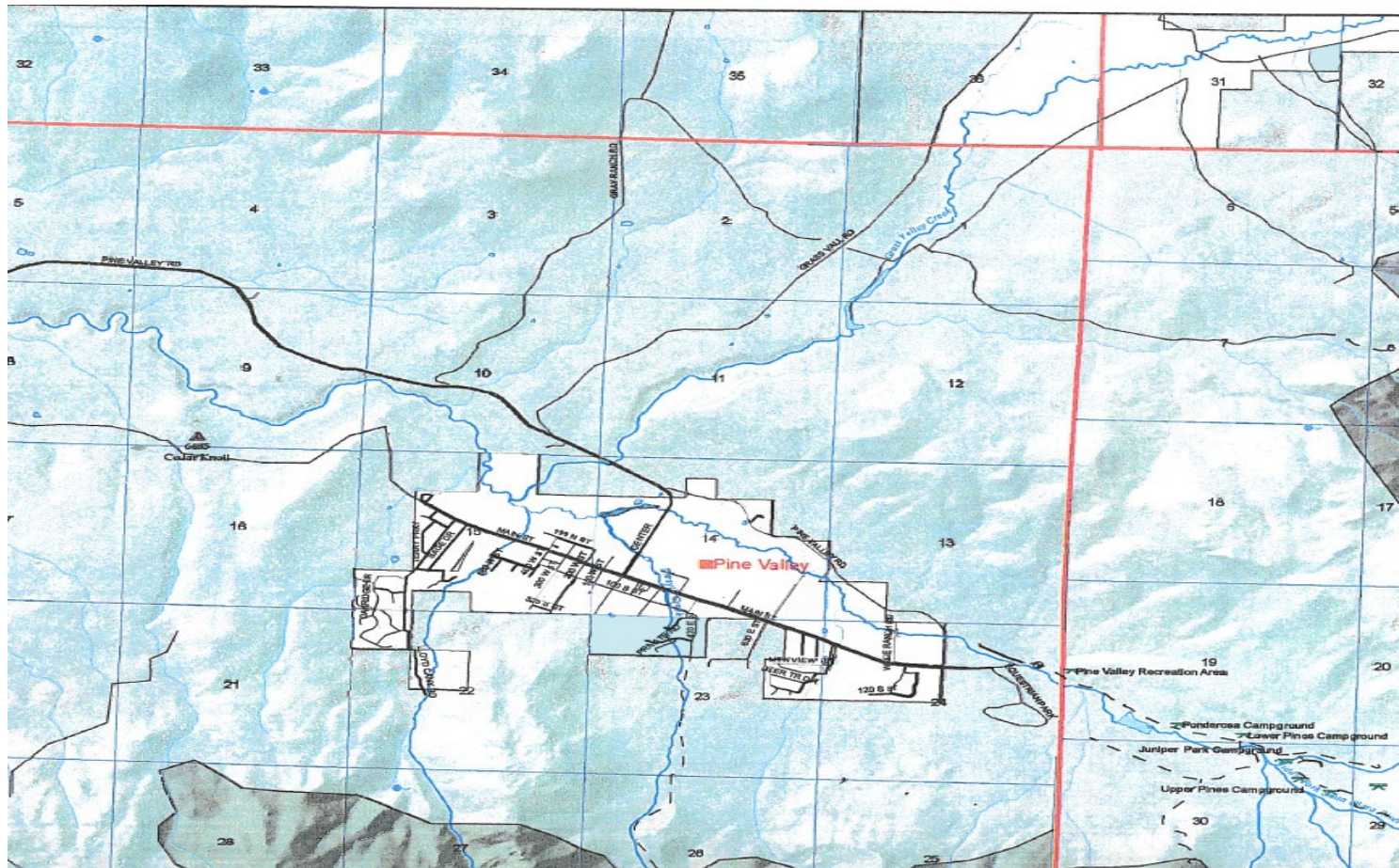
Recommendation

Approve a multiple-award contract for Well and Pump Replacement Parts & Services to Nickerson Company, Inc. and Gardner Brothers Drilling, Inc. at rates established in each company's respective proposal.





Pine Valley Water Quality Protection Study



Background

- In 1997, the Hansen, Allen, and Luce (HAL) study recommended 3 acres per septic system
- The HAL study was adopted by the district and the county for any newly created parcels
- In 2009, the district became the wastewater authority for the unincorporated parts of the county not serviced by Ash Creek Special Service District
- The district now requires an advanced onsite wastewater disposal system for any newly created parcels
- There is a desire to cluster development in the Pine Valley area to allow for greater densities while preserving areas in the meadow



Scope of Work

- Consider additional types of developments e.g., cluster developments, short term rentals, accessory dwelling units, etc.
- Consider technological advancements in wastewater treatment
- Consider additional geological and water quality data made available over the last 25 years
- Gather additional water quality sample data and stream flow measurements
- Provide a report and recommendations that will aid in protecting the surface and ground water in the Pine Valley area while providing a framework for future development



Recommendation

- Approve the scope of work proposed by LRE Water to complete a Pine Valley Water Quality Protection Study for \$105,800

