



BOARD OF TRUSTEES PUBLIC MEETING

Meeting date: July 1, 2024
Time: 6 p.m.
Location: City of St. George Administrative Conference Room 175 East 200 North, St. George, UT 84770
Participants: Board members Ed Bowler, Kress Staheli, Chris Hart, Adam Bowler, and Kevin Tervort. Board members Victor Iverson and Michele Randall were not present. District staff included Zach Renstrom, general manager; Mindy Mees, secretary; Jodi Richins, attorney; and Brie Thompson, associate general manager. Other meeting attendees are noted on the attached sign-in sheet.

Discuss Hurricane City's request to dedicate property for the widening of Sand Hollow Road

Arthur LaBaron from Hurricane City explained that Hurricane City has proposed the dedication of property on Sand Hollow Road. He stated that there are two primary factors driving this proposal.

First, InfoWest has recently completed a franchise agreement with Hurricane City and is actively expanding its infrastructure. As part of this expansion, InfoWest has requested a right of way to install fiber along Sand Hollow Road. The required width for this right of way is 112 feet. The fiber line requested by InfoWest would be situated outside the current 80-foot wide right of way, in an associated public utility easement. This necessitates an additional width of 112 feet to accommodate the easement for the fiber installation.

Second, Hurricane City received a grant from the state of Utah through UDOT to build a trail along Sand Hollow Road. This trail is planned to run from Dixie Springs Drive south to the entrance of the State Park. To ensure the trail is correctly placed, it is being aligned with the city's active transportation master plan, adopted a few years ago, which anticipates trails on both sides of Sand Hollow Road. For this particular segment, the trail will be on the west side. Furthermore, the city has committed about \$180,000 as a match to the grant to help fund the trail installation.

Hurricane City has met with District staff and had their engineer draw up the plot that shows the existing infrastructure the District has. There are no anticipated conflicts with future city utilities.

Mr. LaBaron asked if there are any questions.

In response to a question from Chair Ed Bowler, Mr. LaBaron said that the property is about one mile long. In response to a question from Board member Chris Hart, Mr. LaBaron said that assuming the property were sold to a developer for development, the land use application would require the developer to dedicate and construct frontage improvements.

In response to a question from Board member Adam Bowler regarding issues with the district's existing or planned infrastructure, the district's Development Services Administrator Trevor Brown said that the District has existing infrastructure in the area and the pipelines are level with the road where the trail is planned to go.

In response to a question from Adam Bowler regarding whether the city would expect the district to move the pipeline in the future, Mr. LaBaron said no. Mr. LaBaron said it would be preposterous of the city to ask for a right of way and then ask the District to come in and relocate their pipes.

In response to a question from board member Kress Staheli, Mr. LaBaron said that the building would be on the west side of the trail and not on both sides of the road. Mr. Staheli commented that he loves the idea of the trail.

Chris Hart made a motion to approve Hurricane City's request to dedicate property for the widening of Sand Hollow Road, specifically for the purpose of the trail, the motion was seconded by Adam Bowler, and all voted aye.

Presentation regarding the sale of the bonds

John Crandall with Stifel reported on the recent sale of the Washington County Water Conservancy District Water Revenue and Refunding Bonds Series 2024. The total overall cost of capital was 3.72%. Additionally, the district had a small refund which resulted in net present value savings of \$164,000. This involved \$5,000,000 in series 2015 bonds that were callable. The district was able to lower the interest rate on these bonds, picking up about \$164,000 in savings as part of this financing.

When offering bonds through a public offering, the district follows the same SEC-required rules applicable to both stocks and bonds. During the order period, the district received \$87,000,000 in orders, despite having only a \$25 million bond available. Twenty-four different investors made orders. This high demand indicates strong confidence in the district's financial stability and attractiveness of the bond offering.

Mr. Crandall explained the first step in offering bonds to the public is obtaining ratings from rating agencies. These ratings provide an independent assessment of the district's creditworthiness, which is crucial for attracting investors. The district worked with two major rating agencies: Standard & Poor's (S&P) and Fitch.

Here is the current status of the district's ratings:

1. **Standard & Poor's (S&P):** The district's rating is currently AA with a positive outlook. This positive outlook indicates to the market that there is a strong likelihood of an upgrade to AA+ within the next two years. S&P's ratings are highly valued by investors, making this a significant achievement.
2. **Fitch:** The rating from Fitch is AA+ with a stable outlook. Fitch tends to have slightly more lenient criteria compared to S&P, but both ratings are crucial for several reasons.

Traditionally, S&P's ratings for water districts lag behind those of Fitch. Having a split rating, where Fitch is at AA plus and S&P is at AA positive, is common and reflects the stringent standards each agency uses.

The improvement in S&P's outlook from AA-to-AA positive is a testament to the excellent fiscal management and governance by the board and district management. This positive movement in ratings is a strong indicator of the district's financial health and stability.

Here is a breakdown of who is buying the district's bonds:

Managed Accounts (MAAs): These are professionally managed accounts, where a money manager manages investments on behalf of clients.

Bond Funds: These include large funds like Federated, Fidelity, and Nuveen bond funds.

Hedge Funds: These are investment funds that employ various strategies to earn active returns for their investors.

Bank Trust Departments: These are departments within banks that manage assets and investments for clients.

Institutional Accounts: These include large organizations like insurance companies that invest substantial amounts.

Individuals: There are a few individual purchasers, though not many.

Bank Portfolios: Very few banks are buying bonds at the moment.

Some of the district's investors include names that might be recognizable:

- **Nuveen**
- **PIMCO**
- **Northern Trust**
- **BlackRock Financial**
- **Goldman Sachs Asset Management**
- **G Sand**
- **U.S. Bank Corp**
- **Franklin High Net Worth**
- **Wells Fargo**

The presence of such prominent and reputable investors demonstrates strong interest and confidence in the district's bonds from blue-chip investors. This high level of interest underscores the success and attractiveness of the bond offering in the marketplace.

Here is a bit of market information that gives us a broader perspective on the district's bond issuance:

Over the past 20 years, there have been significant fluctuations in the municipal bond market. The highest yield reached around 6%, while the lowest dipped to approximately 1%. Currently, the district is positioned right in the middle of this range.

Mr. Crandall congratulated the district's board and management for a successful bond issuance.

Discuss will serve letters for areas outside the Regional Water Service Agreement (RWSA)

General Manager Zach Renstrom introduced a discussion involving the Regional Water Service Agreement and requests from developers for will-serve letters for large developments in the unincorporated areas of the county.

Mr. Renstrom explained that there are some proposed large developments of around 4,000 to 5,000 units that are not located in any city and that are seeking retail water service will-serve letters from the district guaranteeing the availability of water. Large developments that require years of infrastructure construction before building homes would like the district to issue retail water service will-serve letters providing guarantees of service for up to 10 years, to avoid project delays. Issuing long-term will-serve letters that guarantee water service has implications for the district's 20-year plan, potentially reducing its span to 18 years as water resources are allocated to these large developments. In addition, these large potential developments could potentially be incorporated into a city's plans, such as a development near Warner Valley being part of Washington City's future annexation boundary.

The request for 10-year will-serve letters presents a tough dilemma. The District wants to collaborate with developers and support economic growth. However, as general manager, Mr. Renstrom is reluctant to make

such a large commitment of district resources due to the multiple potential consequences. Therefore, Mr. Renstrom wants to discuss what would be appropriate with the Board.

The Board members opposed granting will-serve letters to developers within annexation boundaries of unincorporated areas of the County. Board members Chris Hart and Kress Staheli both said that developers who propose to develop land within a municipality's annexation boundary should meet the municipality's development requirements. Chair Ed Bowler and Mayor Hart said that the first step to obtaining regional water should be annexation into a city that is a regional partner. Chair Bowler, Mayor Hart, and Mayor Staheli agreed that allowing developers to obtain regional water without participating in the regional agreement would penalize the cities that have been active participants in the regional agreement.

Washington County Commissioner Adam Snow said that Washington County's position has been that if someone plans to develop land bordering a city, they must adhere to the city's standards.

Mr. Renstrom said that one developer who has requested a retail water service will-serve letter from the district is seeking to develop land near the city of Leeds, which is not a member of the regional agreement, and which currently does not want to annex the development.

Mayor Hart stated that it is not the district's problem whether a developer is in or out of a city's development plan. The district should not provide water service to any developer until the developer is covered by the regional agreement by annexing to a municipality that is a member of the agreement. It would be up to the developer to convince Leeds to join the regional water supply agreement and annex the land.

Mr. Renstrom thanked the board for the direction and said that district staff will prepare a draft policy to present to the board for further review and feedback.

Consider approval of P-Card for Dinah Neumann

General Manager Renstrom explained the district's new employee Dinah Neumann will need a purchasing card (P-Card). The district's policy requires board Approval for the issuance of p-cards for employees. Mr. Renstrom recommended that the board approve the p-card for Dinah Neumann.

Kevin Tervort made a motion to approve the P-card for Dinah Neumann, the motion was seconded by Adam Bowler, and all voted aye.

Consider approval of Quail Creek Water Treatment Plant Electrical Service Equipment Pre-Purchase bid

Project Manager Randy Johnson explained the District has been working with design engineer Hazen and Sawyer on the water treatment plant expansion as well as Hurricane City Power to assess the sizing of the power service required for the expansion. Additionally, the district is looking at the alignment necessary to ensure the power service is correctly implemented. This collaboration aims to meet the future demands of the expanded treatment plant efficiently.

The District currently has only a single 1500 kVA transformer that feeds the entire plant. To support the expansion, the district will need to upgrade to three large transformers, each with a capacity of 2200 kVA, along with a 300 kVA transformer.

For perspective, the current plant load is around 812.5 kVA, but once the district expands to 90 MGD (million gallons per day), our plant load will increase to 4400 kVA, which is almost five times the current amount.

The 4400 kVA capacity considers the future addition load required for disinfection and treatment processes like ozone, UV, DAFF (dissolved air flotation and filtration) clarification and PFAS (per-and polyfluoroalkyl substances) treatment, administration building and pumpstations and other foreseeable processes. The goal is to cover all potential needs in one comprehensive upgrade.

While working on the design, the district also considered the supply-chain availability of these large transformers. Larger transformers, or transformers of any size, currently have long lead times. For example, the lead time for the 2200 kVA transformers is 121 weeks. Therefore, the district wants to go out for this equipment supply bid early, to start the clock ticking. This bid will be followed by an installation contract with one of Hurricane City's approved contractors to manage the equipment installation.

The district put the project out to bid and received one submission from Codale, which met our specifications. Unfortunately, the district had to disqualify another bid that came in late, although it was close in amount to the Codale bid. After evaluating Codale's submission, district staff confirmed it met all the bid requirements. It is the recommendation of district staff as well as Hazen and Sawyer's recommendation that the board approve the bid contract to Codale in the amount of \$937,467.00

Kress Staheli made a motion to approve the purchase of electrical service equipment for the Quail Creek Water Treatment Plant expansion and award the bid for the purchase to Codale Electric Supply in the amount of \$937,467., the motion was seconded by Kevin Tervort, and all voted aye.

Consider approval of Government Consulting Agreement

Mr. Renstrom explained the District has a long-standing Government Consulting Agreement, which has been in place for several years. This agreement involves a group of individuals with significant connections within the state of Utah, which are particularly useful during the Utah State Legislature sessions. Recently, the District decided to put this agreement out for a request for proposals (RFP).

The District notified several individuals about the request for proposals (RFP) and received one response. The responding company was Hartman Management Group, Inc., which the District is currently using. The contract was initially valued at \$250,000 per year. Due to changes in the personnel involved, the cost was temporarily reduced. However, with the new bid, the cost is proposed to return to \$250,000 per year for the next five years. Additionally, the group has added Greg Hughes to their team, alongside existing members Dan Hartman, Bray Curtis, Rob Jolly, and Dave Stewart.

The group's services are crucial, particularly in legislative matters and water policy issues. For instance, their efforts were instrumental in securing \$9 million from the Utah State Legislature last year. Although Greg Hughes was not part of the original contract, his involvement, especially through his work with the county, significantly contributed to their success, prompting the group to include him in the new proposal.

The district has been affiliated with this group for several years through an organization called P60 or Prepare 60. Five years ago, the demand for the group's services led to a separate contract, which was then awarded through an RFP process. The group has proven to be highly effective in managing legislative and water policy issues for the District.

Chris Hart made a motion to approve the Government Consulting Agreement with Hartman Management Group, Inc., the motion was seconded by Adam Bowler, and all voted aye.

Manger's report

Mr. Renstrom gave a big thank you to Mayor Randall for allowing the Board to use St. George City's facilities while the district's offices are undergoing improvements. The renovations are essential for making the district's workplace safer for both employees and the board.

The district's reservoirs are dropping quite rapidly due to a large demand on the system, and this trend is likely to continue given the upcoming heat. Despite the high demand, the district is managing to keep up with it effectively.

Current projects are progressing well, and the district feels confident about their development. Mr. Renstrom encouraged the board members with any specific concerns or issues to please reach out to district staff.

Mr. Renstrom reminded the board that the district is planning a trip to San Diego in January, 2025. The board is invited, and representatives from the cities are also invited, each with a plus one. Mr. Renstrom asked the board members to inform Karry Rathje about who the plus one will be. Also, as agreed during the water work group meeting, the District will pay for one person from each city and the city will cover the cost for the second person. The flight from Las Vegas to San Diego is not too expensive and Ms. Rathje has found some reasonably priced hotel rooms. Ms. Rathje is organizing the trip and Mr. Renstrom is confident she will do an excellent job. This trip will be a terrific opportunity for the board and the district's partners to see the facilities, talk to the individuals who run them, and gain valuable feedback. Mr. Renstrom encouraged board members to reach out to Ms. Rathje with any questions.

Chris Hart made a motion to go into the closed session, the motion was seconded by Adam Bowler, and a roll call vote was taken as follows:

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

Closed session to discuss purchase of real property

Chair Bowler noted that two-thirds of the district's board members are present and state the purpose of the closed session is to discuss the purchase of real property. Mr. Bowler stated that the closed session is held at the St. George office building 175 East 200 North St. George Utah on July 1, 2024.

Consider purchase of real property

Adam Bowler made a motion to authorize Zach Renstrom and Ed Bowler to negotiate the purchase of real property from Pacific Corp. in the amount that was discussed in closed session, the motion was seconded by Kevin Tervort, and all voted aye.

Consider approval of May 6, 2024 and June 3, 2024 board meeting minutes

Chris Hart made a motion to approve the May 6, 2024 and June 3, 2024 board Meeting minutes, the motion was seconded by Adam Bowler, and all vote aye.

The meeting was adjourned upon motion.

Mindy Mees

Secretary

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
REQUESTING THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
AND STATE TRUST LANDS ADMINISTRATION DEDICATE PROPERTY FOR THE
WIDENING OF SAND HOLLOW ROAD TO ITS MASTER PLANNED WIDTH.**

WHEREAS, Hurricane City has received funding from UDOT to build a paved path along Sand Hollow Road from Dixie Springs Drive to Sand Hollow Resort Drive;

WHEREAS, Hurricane City has received requests from utility franchisees to place communications infrastructure along Sand Hollow Road;

WHEREAS, the trail and communications infrastructure needs to be placed in its master planned location, which requires widening of the existing right-of-way from 80 feet to 112 feet;

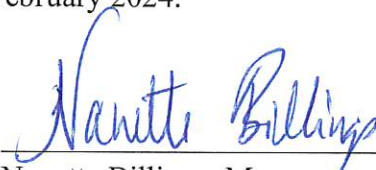
WHEREAS, the Washington County Water Conservancy District and the State Trust Lands Administration own property adjacent to the existing right-of-way, which property would need to be dedicated to Hurricane City to facilitate the widening and improvement of the roadway;

WHEREAS, this Resolution serves as a formal request to the Washington County Water Conservancy District and the State Trust Lands Administration for such dedication;

BE IT HEREBY RESOLVED that the Hurricane City Council formally requests that the Washington County Water Conservancy District and State Trust Lands Administrative dedicate the needed property for the widening of Sand Hollow Road to its master planned width of 112 feet.

PASSED AND APPROVED this 1st day of February 2024.





Nanette Billings, Mayor

Attest:



Cindy Beteag, City Recorder

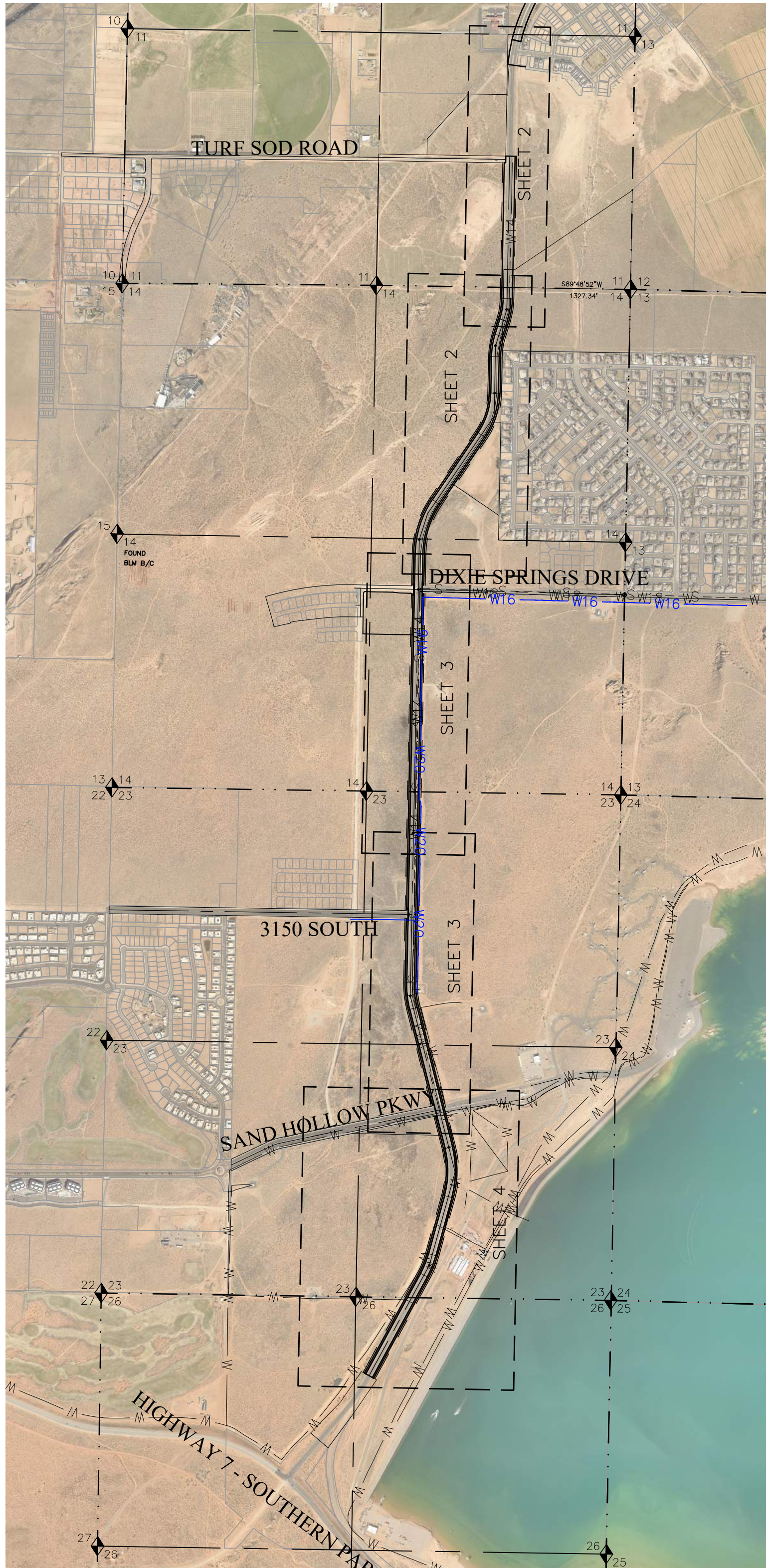
The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 1st day of February 2024. Whereupon a motion to adopt and approve said Resolution was made by David Hirschi and seconded by Joseph Prete. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	<u>X</u>	—	—	—
Kevin Thomas	<u>X</u>	—	—	—
Clark Fawcett	<u>X</u>	—	—	—
Drew Ellerman	<u>X</u>	—	—	—
Joseph Prete	<u>X</u>	—	—	—

Cindy Beteag
Cindy Beteag, Recorder

ROAD DEDICATION PLAT OF
SAND HOLLOW ROAD AMENDED & EXTENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, EAST HALF OF SECTION 14, EAST HALF OF SECTION
23, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN, HURRICANE CITY, UTAH



- LEGEND**
- CLASS 1 (RING & LID) MONUMENT FOUND
 - SPECIFIES PROPERTY CORNER MONUMENT TO BE SET (ALPHA ENG. REBAR & CAP)
 - CENTERLINE

SURVEYOR'S CERTIFICATE

I, SCOTT P. WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 174919, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

SAND HOLLOW ROAD AMENDED & EXTENDED

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO A PUBLIC STREET AND PUBLIC UTILITY & DRAINAGE EASEMENTS AND SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

DATE

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO A PUBLIC STREET AND PUBLIC UTILITY & DRAINAGE EASEMENTS TO BE HEREFTER KNOW AS:

SAND HOLLOW ROAD AMENDED & EXTENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO HURRICANE CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS A PUBLIC STREET UTILITY AND DRAINAGE EASEMENTS. ALL STREETS AND EASEMENTS ARE AS NOTED OR SHOWN ON THIS PLAT. THE OWNER DOES HEREBY CONVEY AND WARRANT TO HURRICANE CITY, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 2023.

WESTERN MORTGAGE &
REALTY COMPANY

WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT

BY:

TITLE:

BY:

TITLE:

STATE OF UTAH

WASHINGTON COUNTY

BY:

TITLE:

BY:

TITLE:

CRS HOLDINGS LLC, A UTAH
LIMITED LIABILITY COMPANY

QUALITY DEVELOPMENT, A UTAH
LIMITED LIABILITY COMPANY

BY:

TITLE:

BY:

TITLE:

HURRICANE CITY

BY:

TITLE:

ROAD DEDICATION PLAT OF

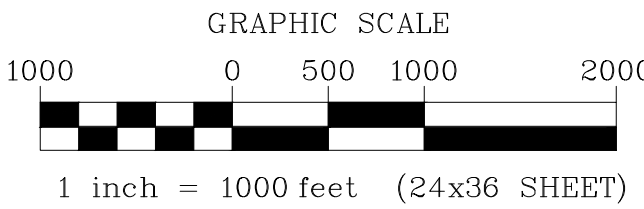
SAND HOLLOW ROAD AMENDED & EXTENDED

SHEET 1 OF 4

046-196 ROAD DED.DWG (SEPTEMBER 2023)



43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com



APPROVAL OF ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH	TREASURER APPROVAL	
I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS ____ DAY OF _____, 2023.	I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS ____ DAY OF _____, 2023.	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 2023.	WE, THE CITY COUNCIL OF HURRICANE CITY, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____, A.D. 2023 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
SUPERINTENDENT ASH CREEK SPECIAL SERVICE DISTRICT	CITY ENGINEER HURRICANE CITY DATE	CITY ATTORNEY HURRICANE CITY	MAYOR HURRICANE CITY ATTEST: CITY RECORDER HURRICANE CITY	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER



Procurement Memo

To Zachary Renstrom, General Manager
From Randy Johnson, Project Manager
Date July 1st, 2024
Subject Procurement of QCWTP Electrical Service Equipment

Type of Procurement: Invitation for Bids for Product

Item Description: Purchase of Electrical Service Equipment for the Quail Creek Water Treatment Plant Expansion.

Reason for Procurement: The Project Development Department of the Washington County Water Conservancy District (district) needs to procure this product in order to upsize the power service for the Quail Treatment Plant Expansion Project.

Review of Bidders: Codale Electric Supply submitted the lowest responsive bid of \$937,467.00. Other bids received are described in the attached bid tabulation. Border States Electric bid was rejected because it was not submitted by the specified bid opening deadline.

Supplier	Bid Amount
Codale Electric Supply	\$937,467.00
Border States Electric	\$906,155.00 (Missed Submission Deadline)

Purchase Amount: \$937,467.00

Contract Type(s): Fixed Price

Accounting Code: 60-8010/ 60-5411/ 65-8010

Approved:

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

Zachary Renstrom, General Manager

AGREEMENT
(Government Consulting Services)

This Agreement is made and entered into effective on the 1 day of July 2024 by and between the Washington County Water Conservancy District, a political subdivision of the state of Utah (the "District"), and Hartman Management Group, Inc, a Utah Sub-S Corporation ("Contractor").

RECITALS

WHEREAS the District desires to engage a consultant to provide government consulting services; and

WHEREAS, the Contractor has submitted a proposal in response to the District's Request for Proposals for Government Consulting Services, a copy of which is attached hereto and incorporated herein as Exhibit A, and

WHEREAS, the Contractor has been selected to perform consulting services to the District as more fully set forth in its "Service Proposal", a copy of which is attached hereto and incorporated herein as Exhibit B, and at the prices set forth in its "Cost Proposal", a copy of which is attached hereto and incorporated herein as Exhibit C:

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

SPECIFIC TERMS

1. Scope of Work.

The Contractor will perform the services described on Exhibit A in consultation with the District and others whom the District may identify from time to time.

2. Payment

a. Legal Services.

The District shall pay the Contractor \$350 per hour plus associated cost for legal services when authorized by the District. The Contractor will invoice the District monthly for legal services. The District will remit payment to the Contractor for legal services within 30 days of invoice receipt, subject to the limitations set forth in section 2(d) of this Agreement.

b. Government Consulting Services.

The District shall pay the Contractor \$250,000 per year for government consulting services to be paid in four equal quarterly payments of \$62,500 per year. Beginning July 1, 2024, the Contractor will invoice the District quarterly for \$62,500. The District will remit payment to the Contractor for government consulting services within 30 days of invoice receipt, subject to the limitations set forth in section 2(d) of this Agreement.

c. Travel.

The District will pay the Contractor for authorized travel performed on the District's behalf outside of the Wasatch Front (defined as the chain of municipalities along the Wasatch Range from Brigham City, Utah to Nephi, Utah). Travel is reimbursed when it is authorized in advance by the District and consists of actual travel costs without markup. The Contractor will invoice the District for the authorized travel after it is completed. The District will remit payment to the Contractor for authorized travel within 30 days of invoice receipt, subject to the limitations set forth in section 2(d) of this Agreement.

d. Limitations

i. Limits of payment.

Under no circumstances shall the District make a payment to the Contractor that exceeds the amount specified in this Agreement, for any specified line item or cumulatively, without an approved addendum to the scope of work and cost estimate.

ii. Withholding of payment.

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

3. Subcontractors.

The Contractor is permitted to subcontract for the provision of government consulting services to the District pursuant to this contract with the following entities:

- a. GTC Consulting, LLC (Greg Curtis)**
- b. RRJ Consulting, LLC (Rob Jolley)**
- c. LEC, LLC (Dave Stewart)**
- d. TSC, LLC (Greg Hughes)**

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be accounted for through reporting to the District when requested and by the invoices remitted for payment.
2. Compliance with other contracts. Contractor shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement.
3. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds.
4. Independent Contractor. Both parties hereto agree that the Contractor shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Contractor shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Contractor by the District. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Contractor.
5. Subcontracts. Unless otherwise provided by the terms of this Agreement, Contractor shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. The HMG Team is a consortium of five firms which have joined together to provide the services as outlined in their Service Proposal dated June 14, 2014. In addition to the Offeror, Hartman Management Group, Inc., the additional four firms are: GTC Consulting, Inc.; RRJ Consulting, LLC; LEC, LLC; and TSC, LLC. For this Agreement, the District hereby acknowledges that HMG, Inc., has the authority to bind all five firms to the terms of this agreement. At this time, we have no intention of retaining any additional subcontractors. When authority to subcontract is granted, Contractor agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the Subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used. Contractor has herein submitted the names of each subcontractor which Contractor intends to hire and, if requested, will submit a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.
6. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Contractor in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. The Contractor may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District, which shall not be unreasonably withheld. Subject to applicable State and Federal laws, regulations, and contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information.
7. Confidentiality of Records. The Contractor shall establish, maintain, and practice procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Contractor's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from

the Contractor shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Contractor to disclose information other than as is set forth in this section, prior to doing so, Contractor shall apply to the District for written permission to make such disclosure.

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

9. Sales Tax Exemption. The District's sales and use tax exemption number is 12562246-002-STC. The tangible personal property or services being purchased are being paid from public funds and used in the exercise of the District's essential functions.

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

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

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

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

14. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.

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

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

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

18. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

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

20. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute Agreement

any and all instruments required by this Agreement, and which are necessary and proper to make effective the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

29. Indemnity Clause. Contractor agrees to unconditionally and absolutely defend, indemnify, save harmless, and release the District and all its officers, agents, volunteers, and employees from and against any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, expenses whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought) and other liabilities of every kind, nature and description arising out of the performance of this Agreement but not for claims arising from the District's sole negligence. This indemnification obligation shall survive any termination of this Agreement. The right of indemnification provided herein shall be in addition to any rights to which the District may otherwise be entitled.

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

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

HARTMAN MANAGEMENT GROUP, INC.
ATTN. R. DANIEL HARTMAN
PRESIDENT
PO BOX 901505
SANDY, UTAH 84090

31. Term. The term of this Agreement shall be three (3) years, commencing on the date the Agreement is made, as set forth above. The term may automatically be extended for up to two successive one (1) year terms, unless notice of non-extension is given by either party at least thirty (30) days prior to end of a term.

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

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

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

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


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

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


Exhibit A, Request for Proposal for Government Consulting Services
Exhibit B, Contractor's Service Proposal for Government Consulting Services
Exhibit C, Contractor's Cost Proposal for Government Consulting Services

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

**WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

By: 
Zachary Renstrom, General Manager

HARTMAN MANAGEMENT GROUP, INC.


By: _____
R. Daniel Hartman, President



Board of Trustees Meeting

July 1, 2024

AGENDA

Discuss Hurricane City's request to dedicate property for the widening of Sand Hollow Road

Presentation regarding the sale of the bonds

Discuss will serve letters for areas outside the Regional Water Service Agreement (RWSA)

Consider approval of P-Card for Dinah Neumann

Consider approval of Quail Creek Water Treatment Plant Electrical Service Equipment Pre-Purchase bid

Consider approval of Government Consulting Agreement

Manager's report

Closed session to discuss purchase of real property

Consider purchase of real property

Consider approval of May 6, 2024 and June 3, 2024 board meeting minutes



1. Discuss Hurricane City's request to dedicate property for the widening of Sand Hollow Road

- Presented by Zach Renstrom
- This item is for board information



2. Presentation regarding the sale of the bonds

- Presented by John Crandall with Stifel
- This item is for board information





**WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT
Water Revenue and Refunding
Bonds, Series 2024**

Post-Pricing Report
July 1, 2024

S&P Global

Summary:
Washington County Water Conservancy District,
Utah; Water/Sewer

Credit Profile		
US\$32.385 mil wtr rev and rfdg bnds ser 2024 due 10/01/2044		
Long Term Rating	AA/Positive	New
Washington Cnty Wtr Conserv Dist wtr rev rfdg bnds		
Long Term Rating	AA/Positive	Outlook Revised

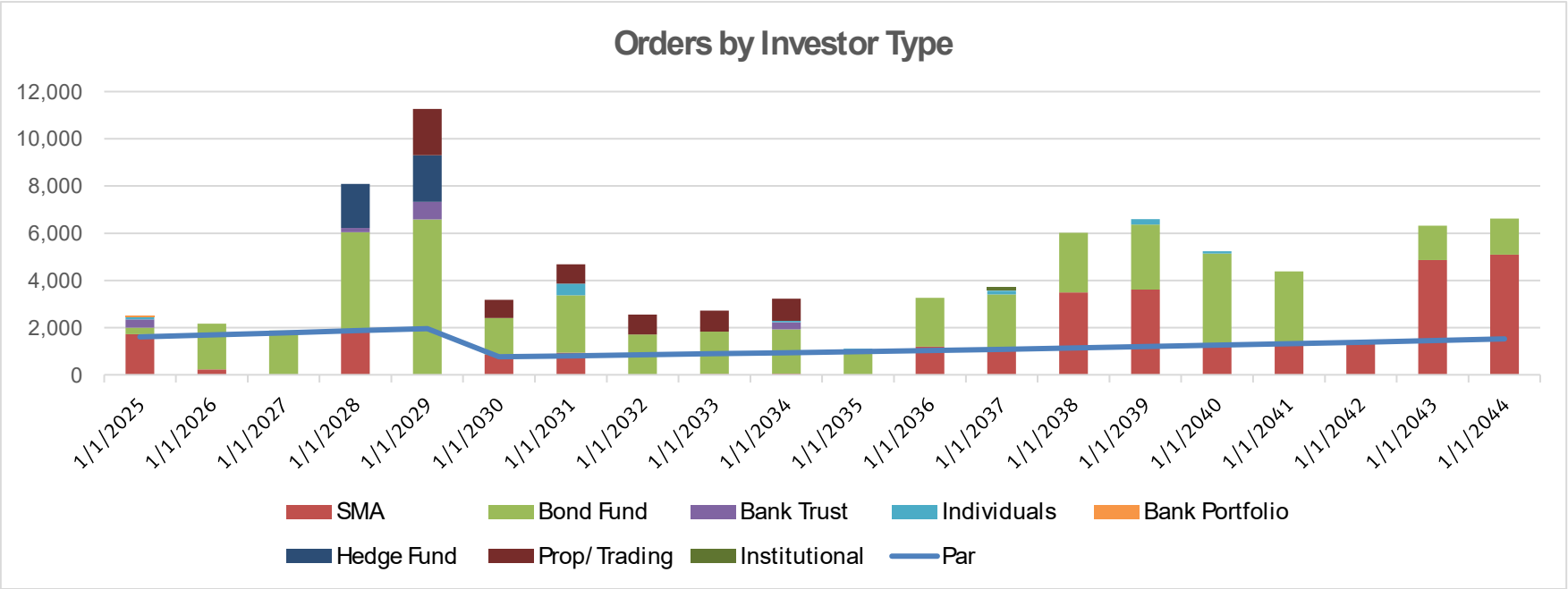
FitchRatings

RATING ACTION COMMENTARY

**Fitch Rates Washington County Water Conservancy Dist.'s (UT)
Rev Rfdg Bonds 'AA+'; Outlook Stable**

Thu 30 May, 2024 - 12:30 PM ET

Pricing Report



Deal Statistics

Sale Date	June 25, 2024	True Interest Cost	3.72%
Par Amount	\$25,565,000	Underlying Ratings	S&P/Fitch: 'AA'/'AA+'
Average Life	10.366 Years	Net Present Value Savings	\$164,458
Number of Orders	108 (\$86,925,000)	Number of Investors	24

Pricing Progression & Investors

Preliminary Price Ideas as of: 6/24/2024						Release: 6/25/2024				Proposed Reprice				
Expected Pricing Date: 6/25/2024														
Maturity	Amount	MMD	Coupon	Yield	Spread to MMD	MMD	Coupon	Yield	Spread to MMD	X	ADJ	Coupon	Yield	Spread to MMD
10/1		OCT				OCT								
2025	1,605,000	3.08	5.00	3.25	17	3.08	5.00	3.25	17	1.6	0	5.00	3.25	17
2026	1,685,000	3.00	5.00	3.18	18	3.00	5.00	3.18	18	1.3	0	5.00	3.18	18
2027	1,775,000	2.92	5.00	3.12	20	2.92	5.00	3.12	20	1.1	0	5.00	3.12	20
2028	1,870,000	2.90	5.00	3.11	21	2.90	5.00	3.11	21	4.3	-4	5.00	3.07	17
2029	1,960,000	2.85	5.00	3.08	23	2.85	5.00	3.08	23	5.7	-5	5.00	3.03	17
2030	770,000	2.82	5.00	3.08	26	2.82	5.00	3.08	26	4.1	-5	5.00	3.03	20
2031	810,000	2.81	5.00	3.08	27	2.81	5.00	3.08	27	5.8	-5	5.00	3.03	21
2032	850,000	2.80	5.00	3.08	28	2.80	5.00	3.08	28	3.0	-3	5.00	3.05	24
2033	895,000	2.79	5.00	3.10	31	2.79	5.00	3.10	31	3.0	-3	5.00	3.07	27
2034	940,000	2.79	5.00	3.11	32	2.79	5.00	3.11	32	3.4	-3	5.00	3.08	28
2035	985,000	2.82	5.00	3.15	33	2.82	5.00	3.15	33	1.1	0	5.00	3.15	32
2036	1,035,000	2.87	5.00	3.22	35	2.87	5.00	3.22	35	3.2	-3	5.00	3.19	32
2037	1,085,000	2.96	5.00	3.31	35	2.96	5.00	3.31	35	3.4	-3	5.00	3.28	32
2038	1,140,000	2.99	5.00	3.34	35	2.99	5.00	3.34	35	5.3	-5	5.00	3.29	30
2039	1,200,000	3.05	5.00	3.40	35	3.05	5.00	3.40	35	5.5	-5	5.00	3.35	30
2040	1,260,000	3.15	5.00	3.51	36	3.15	5.00	3.51	36	4.2	-4	5.00	3.47	32
2041	1,320,000	3.24	5.00	3.61	37	3.24	5.00	3.61	37	3.3	-3	5.00	3.58	34
2042	1,385,000	3.30	5.00	3.68	38	3.30	5.00	3.68	38	1.0	0	5.00	3.68	38
2043	1,455,000	3.36	5.00	3.74	38	3.36	5.00	3.74	38	4.3	-4	5.00	3.70	34
2044	1,530,000	3.41	5.00	3.79	38	3.41	5.00	3.79	38	4.3	-4	5.00	3.75	34

Investors

Boston Company
Eagle Asset Management, Inc.
NUVEEN ADVISORY CORP
Loomis Sayles & Co. Inc. Boston
16th Amendment Advisors LLC
PIMCO
Bluefin Capital Management LLC
Northern Trust Co - Trust Side

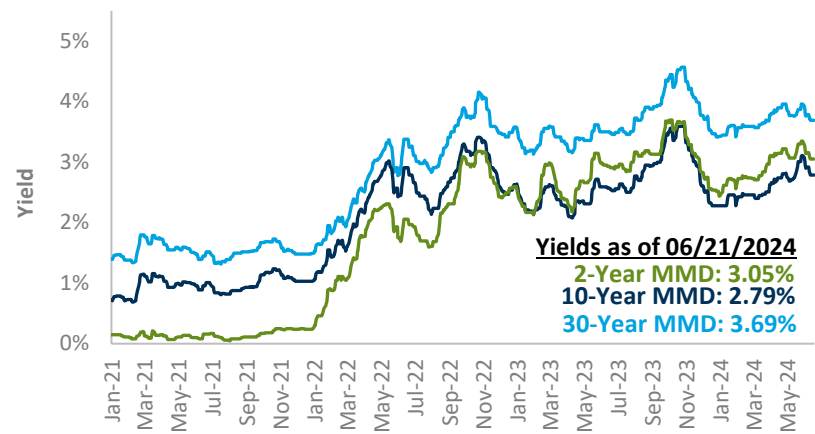
CW Henderson
Mariner Investment Group, Inc.
Northern Trust (Fund)
Clarfeld Financial Advisors
Blackrock Financial Management
Goldman Asset Management
Chilton Capital Management LLC
Individuals

Hazoor Partners LLC/Aqueduct Asset Mgmt
Atlantic Trust
Wasmer Schroder
US Bancorp
Fiduciary Trust
Franklin High Net Worth
Mai Capital Management, LLC
Wells Fargo Bank National Association

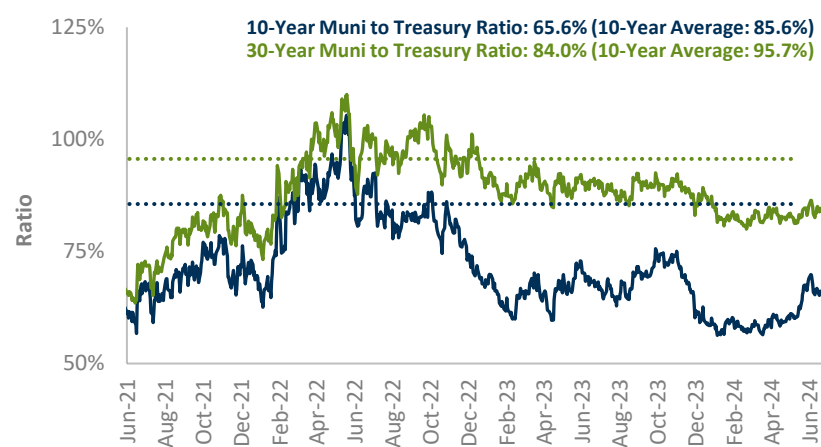
Tax-Exempt Interest Rate Movement

AAA MMD yields have risen from recent December 2023 lows.

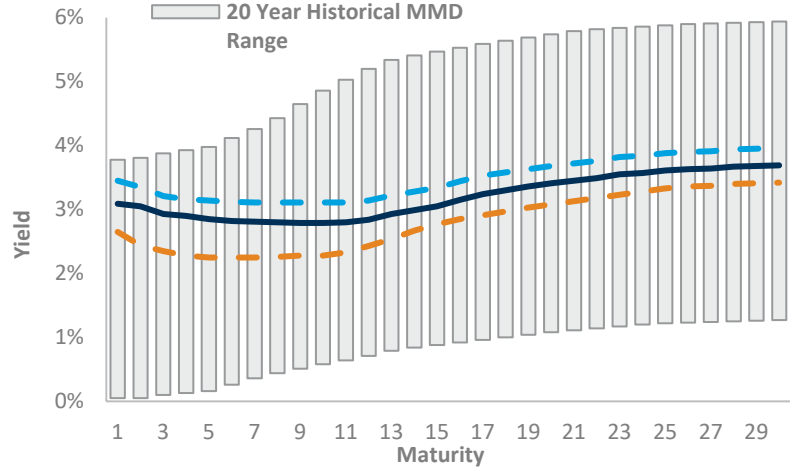
AAA MMD Yields Since 2021
Comparing 2-, 10- and 30-Year AAA MMD



10-Year and 30-Year Muni to Treasury Ratios Since 2021



Current AAA MMD Yields and Historic Context
20-Year Historical AAA MMD Range vs. Current AAA MMD



Sources: TM3, US Treasury. As of June 21, 2024.

AAA MMD Summary Statistics

	5-Year	10-Year	30-Year
Current	2.85%	2.79%	3.69%
Weekly Change	+0 bps	+0 bps	+0 bps

2024 Year-to-Date

YTD Change	+57 bps	+51 bps	+27 bps
High	3.14%	3.11%	3.96%
Low	2.25%	2.28%	3.42%
Average	2.61%	2.60%	3.69%
Beginning of 2024	2.28%	2.28%	3.42%

AAA BVAL Summary Statistics

	5-Year	10-Year	30-Year
Current	2.88%	2.80%	3.71%
Weekly Change	+1 bps	+0 bps	+1 bps

2024 Year-to-Date

YTD Change	+69 bps	+55 bps	+37 bps
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New Issue Supply and Demand

Municipal Issuance Volume

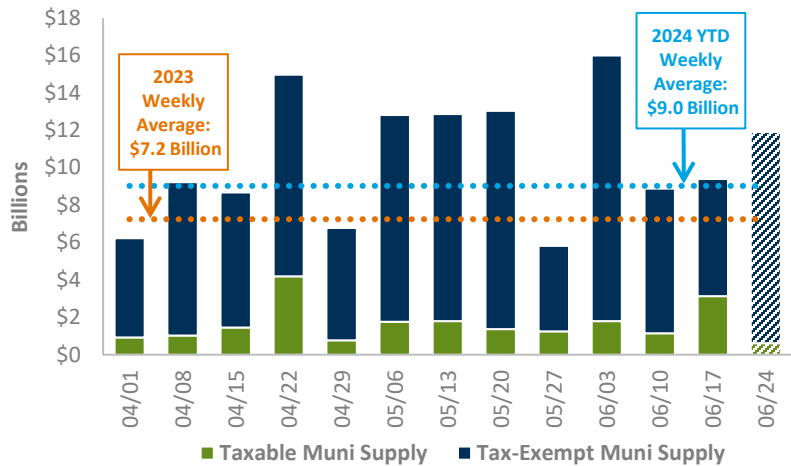
- 2024 YTD weekly volume has exceeded recent averages:
 - \$9.0 billion in 2024 vs \$7.2 billion, \$7 billion, \$8.8 billion in 2023, 2022 and 2021, respectively.
- Total municipal issuance is on track to reach \$450 billion in 2024, but may decline as election approaches
- Last week, municipal supply totaled \$9.3 billion, of which approximately \$3.1 billion was taxable.
- During the week of June 24, municipal supply is expected to be \$11.9 billion of which \$621.0 million is expected to be taxable.

Municipal Bond Funds Record Net Inflows

- Net fund flows totaled \$16.4 million during the week of June 17, following inflows of \$154.2 million the week prior.
- The four-week moving average of flows increased to \$154.6 million of net inflows vs \$95.6 million the prior week.
- 2023 average weekly net outflows from muni bond funds were \$301.6 million, compared to 2022 average weekly net outflows of \$1.5 billion.
- YTD inflows total \$4.2 billion vs outflows of \$15.6 billion in 2023 and \$80.4 billion in 2022.

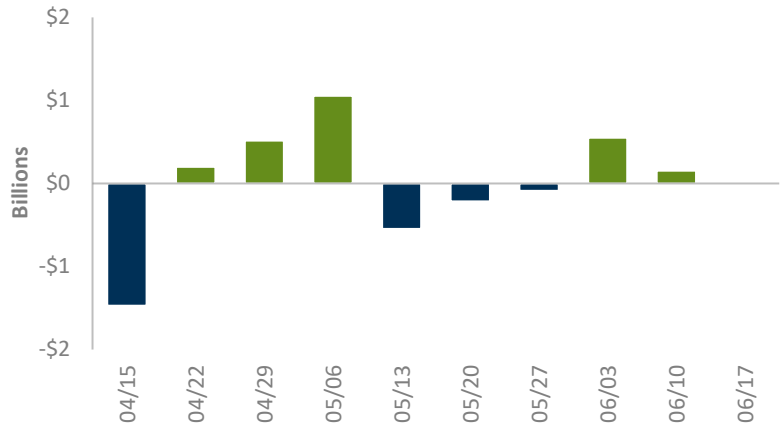
2024 YTD Weekly Supply

Previous 12 Weeks of New Issue Supply and Forecast of Current Week



Municipal Bond Funds Record Net Inflows

Recent Weekly Municipal Bond Fund Flows



3. Discuss will serve letters for areas outside the Regional Water Service Agreement (RWSA)

- Presented by Zach Renstrom
- This item is for board information



4. Approval of P-Card for Dinah Newmann

- Presented by Zach Renstrom
- This item is for board is action



Item 4 - Recommendation

- Move to approve the P-Card for Dinah Neumann



5. Consider approval of Quail Creek Water Treatment Plant Electrical Service Equipment Pre-purchased bid

- Presented by Randy Johnson
- This item is for board action



Power Service Alignment Exhibit



Need for Service Upgrade

- Current PWR Service-
 - (1) 1500 kVA Transformer
 - Existing Plant Load: 812.5 kVA
- Upgraded PWR Service-
 - (2) 2000 kVA, (1) 300 kVA Transformers
 - New Load: 4,400 kVA
 - Additional Load required for Disinfection and Treatment Processes like Ozone, UV, DAFF Clarification, Future PFAS treatment, Admin building, Pumpstations
- Lowest Qualifying Bidder: Codale Electric Supply
 - Bid amount: \$937,467.00
 - Bid includes transformers, switchgear, pull boxes, conduit, and wire for new service.



Item 5 - Recommendation

- Move to award the bid/contract for the QCWTP Electrical Service Equipment pre-purchase bid to Codale Electric Supply for the amount of \$937,467.00



6. Consider approval of Government Consulting Agreement

- Presented by Zach Renstrom
- This item is for board action



Item 6 - Recommendation

- Move to approve the Government Consulting Agreement with Hartman Management Group, Inc



7. Manger's report

- Presented by Zach Renstrom
- This item is for board information



8. Closed session to discuss purchase of real property

Closed Session



9. Consider purchase of real property

- This item is for board action



Item 9 - Recommendation

- Move to approve the purchase of real property that was discussed in the closed session



10. Consider approval of May 6, 2024 and June 3, 2024 board meeting minutes

- Presented by Zach Renstrom
- This item is for board action



Item 10 - Recommendation

- Move to approve the May 6, 2024 and June 3, 2024 board meeting minutes





That concludes the posted agenda