



Regular City Council Meeting

Tuesday, November 25, 2025 at 6:00 pm

AGENDA

A regularly scheduled meeting of the Duchesne City Council will be held at the Duchesne City Office Building, 500 East Main, Duchesne, UT at the above date and time. The agenda will be as follows:

1. **Roll Call, Prayer, Pledge**
2. **Minutes**
3. **Bills**
4. **Business License**
5. **Planning And Zoning**
6. **CIB Closing - Chuck Richins/Eric Johnson**
7. **Duchesne Christmas Festival/Event Insurance - Robin Calkins**
8. **Crescent Uinta, LLC - Agreement for purchase of water**
9. **Public Works Year End - Lane Genereaux**
10. **Animal Control Officer Posting and Logistics**
11. **15-Minute Open Session**

The City of Duchesne welcomes you and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the Council. Your comments will be limited to three (3) minutes. The Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of City Staff for follow-up. Thank you.

12. **Book Of Complaints, Concerns And Comments**
13. **Mayor And Council Review Of Old Business**
14. **Work Meeting: Discussion of City Projects, Budget and Operational Matters, Council Initiatives, and Other Items Properly Brought Before the Council**

Note: "Other Items Properly Brought Before the Council" refers to topics that may arise during the meeting that are related to city business but were not specifically listed on the agenda. These items will be discussed in accordance with Utah's Open and Public Meetings Act and are intended to provide flexibility for timely city matters while keeping the public informed.

15. **Closed Meeting: Closed meeting of the Duchesne City Council to discuss one or more closed meeting categories based on UCA 52-4-2-4: (1) character, professional competence, physical, mental health of an individual; (2) pending or reasonably imminent litigation; (3) purchase, exchange, or lease of real property; (4) sale of real property; (5) deployment of security personnel, devices or systems; (6) investigative proceedings regarding allegations of criminal misconduct.**

16. Adjournment

Attest:

Myra Young, Recorder: *Myra Young*

Contact: Myra Young (myoung@duchesnecity.com 435-738-2464) | Agenda published on 11/24/2025 at 5:01 PM

**Duchesne City
Open Invoice Listing**

11/20/2025

<u>Vendor Id</u>	<u>Vendor Name</u>	<u>Invoice No.</u>	<u>PO#</u>	<u>Invoice Date</u>	<u>Due Date</u>	<u>Amount</u>
4515604	BSN Sports	932065791		11/13/2025	11/13/2025	\$129.99
3123000	High Desert Garden, Mike Price	1425		11/14/2025	11/14/2025	\$24.99
4516166	Ivie, Cody	11202025		11/20/2025	11/20/2025	\$164.72
0	Pelorus Methods	251201		11/1/2025	11/1/2025	\$1,700.00
4515172	Shade's Diesel, LLC	84028		11/5/2025	11/5/2025	\$914.99
4516135	Spectra LLC	002948		11/10/2025	11/10/2025	\$1,084.00
4517489	Stewarts Ace Hardware	429996		11/14/2025	11/14/2025	\$47.15
	Utah Dept of Workforce Services	PR093025-7525		10/1/2025	10/1/2025	\$14.67
	Utah Dept of Workforce Services	PR101025-7525		10/14/2025	10/14/2025	\$23.63
	Utah Dept of Workforce Services	PR102425-7525		10/27/2025	10/27/2025	\$19.07
	Utah Dept of Workforce Services	PR103125-7525		11/3/2025	11/3/2025	\$14.91
	Utah Dept of Workforce Services	PR110725-7525		11/10/2025	11/10/2025	\$19.18
	Vendor Total:					\$91.46
	Utah State Tax Commission	PR093025-7524		10/1/2025	10/1/2025	\$25.00
	Utah State Tax Commission	PR101025-7524		10/14/2025	10/14/2025	\$823.18
	Utah State Tax Commission	PR102425-7524		10/27/2025	10/27/2025	\$815.21
	Utah State Tax Commission	PR103125-7524		11/3/2025	11/3/2025	\$25.00
	Utah State Tax Commission	PR110725-7524		11/10/2025	11/10/2025	\$839.29
	Vendor Total:					\$2,527.68
4515668	Wadley Services	7648072455		11/11/2025	11/11/2025	\$195.00
171	Washington National Ins Co	PR102425-7452		10/27/2025	10/27/2025	\$684.02
171	Washington National Ins Co	PR103125-7452		11/3/2025	11/3/2025	\$134.98
171	Washington National Ins Co	PR110725-7452		11/10/2025	11/10/2025	\$684.02
	Vendor Total:					\$1,503.02
	Report Total:					\$8,383.00

AGREEMENT FOR PURCHASE OF WATER

THIS AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2025 but effective January 1, 2026 (the "Effective Date") by and between **Duchesne City Corp.** ("Duchesne") and **Crescent Uinta, LLC** ("Crescent"), a Texas limited liability company, with an address of 600 Travis, Suite 7200, Houston, TX 77002. Duchesne and Crescent may also be referred to individually as "Party" or collectively as the "Parties."

WITNESSETH, that

WHEREAS, Crescent Uinta, LLC, a Texas limited liability company ("Crescent") and Duchesne City Corp. ("Duchesne") entered into a previous Agreement for Purchase of Water dated March 17, 2025 (the "March 2025 Agreement,"); and

WHEREAS, the Parties intend to supersede and replace the March 2025 Agreement as of the Effective Date.

WHEREAS, Crescent is engaged in activities related to the exploration, development and production of crude oil, natural gas and its constituent products; and desires to purchase water from Duchesne for use in drilling and completing oil and gas wells and other lawful purposes related to oil and gas operations; and

WHEREAS, Duchesne is the owner of certain water rights and sources of water and/or has access to certain sources of water which can be legally used for industrial purposes, including oil and gas operations;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties' herein contained and other good and valuable consideration, Duchesne and Crescent hereby AGREE AS FOLLOWS:

1. **Water Rights.** Duchesne owns numerous water rights including, but not limited to, Utah State Water Right No. 43-203.
2. **Right-of-Way and Surface Uses.** Crescent shall be solely responsible for procuring, at its sole cost and expense, the necessary rights-of-way or easements, and any other permitting and approvals (excepting the water right and temporary change application approvals required of Duchesne by the Utah State Engineer which is governed by Section 9 of this Agreement) necessary for Crescent to be able to divert and deliver water sold to Crescent by Duchesne pursuant to this Agreement from Crescent's proposed point(s) of diversion and deliver the water to Crescent's proposed place of use.
3. **Commitment.** During the term of this Agreement, Crescent will purchase water from Duchesne as needed for drilling, completing, fracking, and otherwise maintaining its oil and gas wells. Nothing in this Agreement precludes Crescent from purchasing water from other parties and sources. Pursuant to the terms and conditions of this Agreement, Crescent shall have the option to purchase up to 1,280,129 Barrels or 165 acre-feet of water for a price of Twenty-three Cents (\$0.23) per barrel. Crescent will pay a deposit to Duchesne in the amount of Fifty-Thousand And No/100 Dollars (\$50,000) (the "Deposit"). The amount owed to Duchesne by Crescent for water sold by Duchesne to Crescent pursuant to this Agreement will be deducted by Duchesne from the Deposit until the Deposit is depleted and thereafter Crescent shall pay Duchesne as set forth in Section 6 of

this Agreement. The term "Barrel" as used in this Agreement shall be defined as Forty-Two (42) gallons of water.

4. **Warranty of Use and Legal Purpose.** Duchesne represents and warrants that (i) any water sold to Crescent pursuant to this Agreement has been legally obtained by Duchesne, (ii) Duchesne has the legal right to sell the water to Crescent; (iii) any water sold to Crescent pursuant to this Agreement can be legally used for industrial purposes consistent with the terms and conditions of Duchesne's water rights and any applicable temporary change applications necessary to permit the diversion and use of the water at Crescent's proposed point(s) of diversion and places of use for Crescent's intended purposes. Duchesne makes no other warranties regarding its water rights or Duchesne's obligations under this Agreement.
5. **Price.** After the Deposit is depleted, Crescent will thereafter pay Duchesne Twenty-three Cents (\$0.23) per Barrel of water sold by Duchesne to Crescent pursuant to this Agreement. The Deposit shall be due and payable to Duchesne within ten (10) days of the Effective Date.
6. **Statements & Payments.** Crescent will meter all water purchased from Duchesne at any point of diversion where water is diverted and sold to Crescent pursuant to this Agreement. Duchesne will have access to and shall read the aforementioned meter and will provide Crescent with a monthly statement showing the amount of water diverted and the amount owing. Crescent will remit payment within thirty (30) days of the date of a given statement, provided that, Crescent will have no responsibility to remit payment until the total amount due for water diverted exceeds the amount of the Deposit. If the Deposit is not depleted by the end of the term of this Agreement, Duchesne shall refund the unused portion of the Deposit to Crescent.
7. **Transportation Charge.** All costs to transport water Duchesne sells to Crescent pursuant to this Agreement will be the sole responsibility of Crescent.
8. **Designated Extraction Sites.** The water purchased by Crescent pursuant to this Agreement will be transported in a pipeline owned by Crescent from various designated points within Township 3 South, Range 5 West, and Township 3 South, Range 4 West, USM, Duchesne County, Utah.
9. **Temporary Change Application.** The Parties agree that a temporary change application will be required for Crescent to divert and use the water it will purchase from Duchesne under this Agreement at Crescent's desired point(s) of diversion and Crescent's desired place of use for Crescent's desired intended use. The Parties will jointly develop a temporary change application that Duchesne will file and prosecute with the Utah Division of Water Rights. Duchesne will not file the temporary change application without Crescent's express written consent. If the Utah State Engineer denies the temporary change application or imposes conditions that either Party deems to be objectionable, the Parties will meet and confer to determine whether to file a request for reconsideration or a judicial appeal. Neither Party will file a request for reconsideration without the other Party's written consent. Crescent may terminate this Agreement if the temporary change application is denied by the Utah State Engineer or if it is approved with conditions that are objectionable to Crescent in its sole and absolute discretion. Crescent will reimburse Duchesne for the reasonable and actual costs that Duchesne incurs in preparing, filing, and prosecuting the temporary change application required under this Agreement, and any costs associated with filing a request for reconsideration or appeal as the Parties may agree, within thirty (30) days of receiving a written invoice from Duchesne provided pursuant to the notice provisions of this Agreement.

10. **Extraction Site Construction/Maintenance.** Crescent will bear the cost of construction and maintenance, of any designated extraction site and facilities needed to divert or use water Crescent purchases under this Agreement.
11. **Term.** The term of this Agreement will begin on the Effective Date and will remain in effect until either (i) it is terminated by Crescent in Crescent's sole and absolute discretion, or (ii) it expires at midnight on December 31, 2026..
12. **Agreement Renewal.** This Agreement may be renewed annually by Crescent notifying Duchesne in writing of its intent to renew the Agreement on or before October 1st of the calendar year following the Effective Date. If renewed, the Parties shall execute a subsequent version of this Agreement and the amount of water may be increased in the subsequent version of this Agreement by the mutual consent of the Parties.
13. **Conduct of Operations.** Duchesne and Crescent will conduct their respective operations in accordance with the rules, laws, and regulations promulgated by the Utah Division of Water Rights and all other applicable local, State or Federal agencies.
14. **Indemnity and Release.**
 - a. Crescent will release and forever discharge Duchesne from any liability associated with or arising from Crescent's operations as they relate to this Agreement. Crescent further agrees to indemnify, defend and hold harmless Duchesne, its officers, directors, affiliates, successors, employees, representatives, agents, or invitees against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any party or parties including the sole, joint or concurrent negligence, any theory of strict liability and defect of premises, arising in connection with Crescent's operations associated with or arising from Crescent's operations as they relate to this Agreement, in favor of Duchesne and its contractors at any level, and their respective officers, directors, affiliates, successors, subcontractors, employees, representatives, agents or invitees, on account of bodily injury, death or damage to property. Crescent will require its contractors to have similar provisions in any contract or work order for the release and indemnity of Duchesne as contained herein.
 - b. Duchesne will release and forever discharge Crescent from any liability associated with or arising from Duchesne's operations as they related to this Agreement. Duchesne further agrees to indemnify, defend and hold harmless Crescent, its officers, directors, affiliates, successors, employees, representatives, agents or invitees against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any party or parties including the sole, joint or concurrent negligence, any theory of strict liability and defect of premises, arising in connection with Duchesne's operations as they relate to this Agreement, in favor of Crescent and its contractors at any level, and their respective officers, directors, affiliates, successors, subcontractors, employees, representatives, agents or invitees, on account of bodily injury, death or damage to property. Duchesne will require its contractors to have similar provisions in any contract or work order for the release and indemnity of Crescent as contained herein.
 - c. Each Party will promptly inform the other Party of any claim, demand or suit that may be presented, asserted or served upon it or any Party arising out and as a result of the other's conduct and operations as they may pertain to this Agreement.

15. **Governing Law and Venue.** This Agreement will be subject to, and construed under, the laws of the State of Utah, without regard to its conflict of law provisions, and jurisdiction and venue will be solely in the courts of Duchesne County in the State of Utah, subject to the right of either Party to remove a matter to federal court.
16. **Assignment.** This Agreement will be binding upon and will be for the benefit of the Parties hereto, their respective heirs, successors, affiliates, tenants, lessees and assigns. Any sale or assignment by either Party of an interest in this Agreement will be made expressly subject to the terms and conditions of this Agreement.
17. **Notification.** Any notice required or permitted to be given hereunder will be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, registered mail or Federal Express, or email addressed to the Party to which it is intended at the address set forth below for such Party, which the Parties may change from time to time in writing:

If to Crescent:

**Crescent Uinta, LLC
600 Travis, Suite 7200
Houston, TX 77002**

If to Duchesne:

**Duchesne City
500 E Main
PO Box 974
Duchesne, UT 84021**

18. **Amendments.** Any amendment, modification or alteration of this Agreement will be made in writing and signed by the Parties.
19. **Default.** If either Party believes the other is in default under any provision of this Agreement, that Party will provide thirty (30) days' written notice to the other Party to the address shown above outlining said default with specificity before it may exercise any right or remedy that it may have at law or equity, during which time the notified Party will have the right to cure or remedy the alleged default if not disputed.
20. **Disputes.** To the extent that any dispute arises between the Parties hereto, the Parties will first seek to mediate the dispute among themselves for a resolution, or through a mutually agreed third-party mediator. The Party wishing to mediate a dispute will provide written notice to the other Party and include a detailed statement of the issue or concern, with appropriate citation to any provision of this Agreement or the data, information, document, rule, regulation or order giving rise to the dispute. The Parties will endeavor to reasonably agree upon a mediator and will mediate the dispute in good faith. Each Party will be responsible for their own costs and will split the cost of the mediator between them by dividing the total costs of the mediator equally. If the Parties do not agree upon a mediator, each Party will name a mediator and such two mediators will name a third mediator. The Parties will be bound to mediate the dispute with the third mediator. Mediation will not continue for more than thirty (30) days, unless the Parties mutually agree in writing.
21. **Availability of Equitable Remedies.** Since a breach of some of the provisions of this Agreement may not be adequately compensated by money damages, either Party will be entitled, in addition to any other right or remedy available, to an injunction restraining such breach or a threatened breach and to specific performance of any such provision of this Agreement, and in either case no bond or other security will be required in connection therewith, and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.
22. **Termination.** Crescent may terminate this Agreement in its sole and absolute discretion. If upon termination, all or a portion of the Deposit is unused, Duchesne shall refund to Crescent the unused

Deposit or the unused portion of the Deposit. If upon termination, the Deposit is depleted, Crescent shall pay to Duchesne any amount owed and outstanding to Duchesne pursuant to this Agreement.

23. **Prevailing Party**. Except for mediation, the prevailing Party in any legal action except mediation will be entitled to recover its reasonable attorney's fees, costs and expenses of such action.
24. **Survival**. All release, indemnification, reclamation and payment of damages obligations will survive the termination or expiration of this Agreement.
25. **Authority**. By executing this Agreement, the Parties represent and warrant that they have full capacity, right, power, and authority to execute, deliver, and perform this Agreement and all documents to be executed by the Parties related thereto.
26. **Entire Agreement**. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior understandings, representations, or agreements of the Parties regarding the subject matter in this Agreement.
27. **Necessary Acts and Cooperation**. The Parties will perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.
28. **Required Approvals and Consent**. Neither Party will unreasonably withhold, condition, or delay its consent for any approvals required herein.
29. **Captions**. The captions of any articles, paragraphs or sections hereof are made for convenience only and will not control or affect the meaning or construction of any other provisions hereof.
30. **No Partnership**. Nothing contained in this Agreement will be deemed or construed by any Party hereto or any third person to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between any of the Parties hereto.
31. **Time is of the Essence**. Time is of the essence regarding the dates and time constraints set forth in this Agreement.
32. **No Third-Party Beneficiary**. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties.
33. **Legal Review**. The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter will not be applied to this Agreement.
34. **Incorporation of Exhibits and Recitals**. All recitals are incorporated into this Agreement as if fully set forth herein.
35. **Replacement of March 2025 Agreement**. The March 2025 Agreement shall be terminated upon execution of this Agreement and superseded and replaced in its entirety by this Agreement. Crescent shall pay to Duchesne any amounts owed to Duchesne pursuant to the March 2025 Agreement.
36. **Counterparts**. This Agreement may be executed in any number of counterparts, but all such counterparts will be deemed but one original Agreement for all intents and purposes.

AGREED to and acknowledged as follows:

DUCHESNE CITY CORP.

By: _____
Rodney Rowley, Its Mayor

Attest: _____
City Recorder

STATE OF _____ §
COUNTY OF _____ §


The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by Rodney Rowley, the Mayor of **Duchesne City Corp**, as approved by the City of Duchesne City Council on _____, said approval further authorized Mayor Rodney Rowley to execute this document..

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

CRESCENT UINTA, LLC

By: _____
Name: **Kimberly Hill**
Title: **Vice President - Land** 

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by **Kimberly Hill** as Vice President – Land of Crescent Uinta, LLC, a Texas limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

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