



MINUTES BOARD OF TRUSTEES PUBLIC MEETING

Meeting date: May 4, 2026
Time: 6:00 pm
Location: 533 East Water Works Drive, St. George Utah 84770
Participants: Board members Ed Bowler, Rick Rosenberg, Kress Staheli, Clark Fawcett attended in person. Board member Michele Randall attended remotely. Board members Adam Bowler and Victor Iverson were not present. District staff included Zach Renstrom, general manager; Mindy Mees, secretary; Jodi Richins, general counsel; and Corey Cram, associate general manager. Other meeting attendees as noted on the attached sign-in sheet.

3:00 pm

Tour of Quail Creek Water Treatment Plant

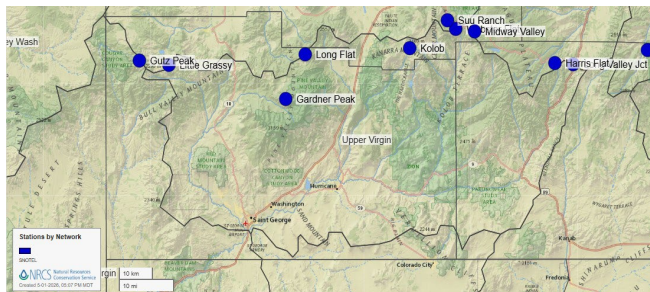
Board members toured the construction site of the expansion of the Quail Creek Water Treatment Plant and reviewed the project's process. After the tour, the members reconvened at the Water District Offices for their regular meeting.

6:00 pm

Water Supply Update

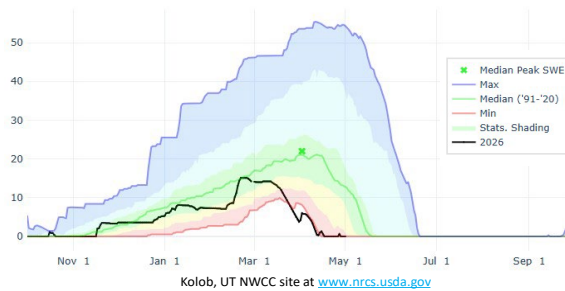
The District's General Manager Zach Renstrom provided an update on current water conditions. Mr. Renstrom provided some slides with data from the Natural Resources Conservation Service (NRCS) Snowpack Telemetry Network (SNOTEL) website.

SNOTEL Sites



The blue dots on the preceding map represent all of the SNOTEL sites where snowfall accumulates in the District's drainage area. Even though some of those sites are outside the drainage area, they still provide valuable insight into regional conditions. Mr. Renstrom said that he focuses on two locations: Kolob and Gardner Peak.

Snowpack near Kolob Reservoir



The preceding graph shows snowpack conditions for the year:

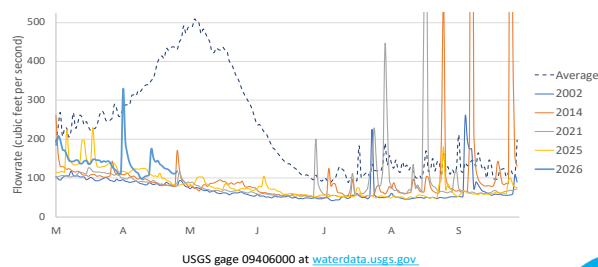
- The green line represents the average snowpack.
- The red line represents the lowest recorded snowpack for that particular day.
- The blue line represents the highest recorded snowpack for that day.
- The black line represents this year's snowpack.

The data shows that the area was doing fairly well early in the season, but temperatures increased rapidly and the weather became extremely warm. As a result, the snow melted very quickly — nearly at record pace. Even though the river did not experience significant runoff, there is now very little snow remaining in the mountains.

Fortunately, the District's reservoir system is in a strong position to manage through the year.

The following graph illustrates snowpack melt and runoff trends over multiple years:

Virgin River at Virgin Low Runoff Years



The black dotted line in the above graph represents a typical snowpack melt and runoff pattern. However, recent years have repeatedly experienced below-average snowpack and runoff conditions. This past year followed a similar trend.

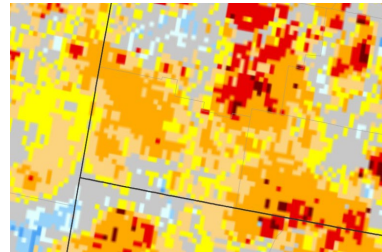
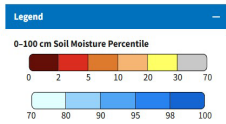
The area received a few significant storms, represented by the blue line, but overall runoff remained limited. The peaks in July are associated with monsoonal rain events. The area relies heavily on monsoonal moisture to help compensate for the lack of runoff.

Mr. Renstrom said that the District receives updated forecasts from the Colorado Basin River Forecast Center throughout the year. Current projections indicate that the area may receive only about 39% of average runoff conditions this year, and those estimates continue to trend slightly lower.

Soil Moisture

Red and orange hues indicate drier soils.

Blues indicate greater soil moisture.



Drought.gov



The preceding graph shows soil moisture conditions. The SNOTEL sites include sensors that directly measure soil moisture, and satellite data is also used to evaluate regional moisture levels. Currently, soil moisture levels are acceptable, but they are declining very quickly due to the warm temperatures. Anyone involved in agriculture has probably noticed how rapidly conditions have dried out this year. Although total precipitation was reasonably close to normal, the persistent heat has significantly increased drying conditions.

Mr. Renstrom explained that the District collaborates closely with its regional partners and local cities to track water production and customer growth. Last year local communities added nearly 4,000 new connections.

Despite that growth, total water production from 2025 to 2026 remained essentially flat, even during a very hot and dry year. This indicates several important things: newly constructed homes are becoming significantly more water efficient; existing residents are doing an excellent job conserving water; and landscape conversion programs are producing measurable results.

Overall, from 2021 to 2026, there has been approximately a 9% decrease in water use per equivalent residential connection.

Reservoir conditions have been especially interesting this year. Kolob Reservoir is 100% full. Normally the District begins drawing that reservoir down earlier, but because overall storage conditions are strong, operators decided to keep those levels elevated. Sand Hollow and Quail Creek are slightly lower than last year but are still performing very well. Gunlock Reservoir was perhaps the biggest surprise. At the end of last year, Gunlock was only around 35% full. However, after several significant rainfall events, it filled completely and even spilled for a period of time. Levels have since started to decline again, but conditions remain much stronger than anticipated.

Consider approval of Engagement Letter with NAI Excel

Zach Renstrom said that in April, 2026 the board approved a contract with Neil Walter of NAI Excel to help the District work with some of its property. Now the District is coming before the Board for approval of a task order under the previously approved agreement.

Mr. Renstrom explained that the District asked Mr. Walter to look into the land around Sand Hollow Reservoir. Utah State Parks currently manages most of the land around Sand Hollow Reservoir and approached the District with several concepts for a large resort development on the east side of the reservoir. Mr. Renstrom responded that the District appreciates State Parks managing recreation at the reservoir, but if they are going to build a resort on District-owned property, then the District needs to be compensated for the value of that land.

Mr. Renstrom said that this is a unique situation that the District does not have the in-house expertise to handle. Mr. Renstrom said that the District tried to identify comparable situations. One example would be Zion National Park, where the lodge is operated through a contract arrangement.

The District realized it did not have the expertise to negotiate these kinds of agreements. It is unclear whether this would involve a one-time lump sum payment, a subdivision of the property, lease structures, or some other arrangement. That is the first thing the District has asked Mr. Walter to evaluate.

Secondly, there is another piece of surplus property on the west side of the reservoir that the District would like to return to the tax rolls. This parcel has several zoning issues but is a more traditional development project where the property could be subdivided, marketed, and sold.

Additionally, the Sand Hollow area needs a gas station. The District is planning to prohibit fueling boats and certain equipment directly on the reservoir in order to protect the drinking water source. Providing a nearby fueling option will help with enforcement. For this parcel, the District would likely pursue a more traditional development structure involving sales and leases. Mr. Renstrom said that the District asked Mr. Walter to evaluate that as well.

Mr. Renstrom said that the District evaluated what would be appropriate compensation for NAI Excel's assistance. The District looked at industry standards and comparables. NAI proposed a 4% commission structure and if another buyer's agent is involved, they would share in that 4%. Based on the District's review of the market, with regard to traditional real estate transactions, 4% is an excellent rate since commissions are often closer to 6%.

The project on the east side of Sand Hollow is more complicated. It is unique and harder to structure. Mr. Renstrom asked Mr. Walter to come speak with the board about what he believes is the best way to compensate him for the work, time, and effort involved.

Neil Walter with NAI Excel said that the RFP was sent out in early January, and NAI Excel responded to that request for proposals. There are multiple projects the District is working on, and he has been assigned to work on some of those projects, though not all of them.

Mr. Walter said that he is starting with identifying a process that ensures the District can maximize the value of the assets it owns. Those assets are important not only to the District itself, but also to the residents of Washington County.

Mr. Walter said that he is working with the District to navigate a process that will maximize value for the District while, most importantly, protecting Sand Hollow Reservoir as a critical piece of Washington County's water infrastructure.

Mr. Walter said that the disposition process requirements for governmental entities has changed, and he was involved in that process. One of the reasons Utah updated the real property disposition process was because, historically, there were transactions that did not provide everyone with a fair opportunity to bid, which can undermine taxpayer value in the long run. As part of the updated process, there are a number of public hearing requirements.

Ultimately, Mr. Walter said he is working with the District to establish a process focused on two project areas.

Mr. Walter said that the first project area focuses on disposition of property on the western side of Sand Hollow reservoir. This includes determining which parcels will go first, the size and scope of those parcels, working through entitlement issues with the various governmental entities, and ensuring the District receives the highest and best value for those properties.

The second area, which is also important and will require collaboration with the board, is determining not only the right process but also the right outcome for any potential development on the east side of the reservoir.

Regarding the 4% commission, Trustee Rick Rosenberg asked, "Are you going to be doing the entitlement that is part of that as well?"

Mr. Walter responded yes, the entitlement work is included. Mr. Walter said that he is working with Alpha Engineering, which has been awarded the engineering contract. Brett Johns has some assignments related to the project as well. Mr. Walter said that he is coordinating closely with them and has already had some initial meetings with Hurricane City.

Chairman Ed Bowler said the west-side project seems like the easier one because it is more free-standing. Chair Bowler said that the entitlement work can be completed on the west parcel and anyone interested in purchasing it can then determine what they want to do based on whether the District is ready to proceed or not. However, Chair Bowler said that the area on the east side of the reservoir is a little trickier and will take some time. Chair Bowler said that he is comfortable moving forward with the west side but needs a little more time to fully understand and determine exactly what to do with the east side.

Mr. Walter said that the authorization would allow him to work with the board to determine what process to go through on the east side but would not yet be propose a formal disposition process. The initial effort is really deciding how to approach it. The District currently owns between 600 and 650 acres on the west side of the reservoir. That is going to take a substantial amount of time.

Mr. Walter said that when considering the commercial potential here, along with the residential components and the total acreage involved, the planning needs to be done carefully and thoughtfully for the District. Mr. Walter said that this entire process is going to require a significant investment of time.

Mr. Walter also said that with regard to the east-side resort development, a major part of the question is determining whether the state should do this work or whether the District should do it. Mr. Walter said that as a life-long Washington County resident, he

recognizes the excellent work of state parks but believes that the interests of the District and Washington County residents should be prioritized first.

Chairman Bowler commented that he does not have a problem moving forward with the west-side but with regard to the eastside he just needs a little more time to make sure the board clearly understands what the District is doing and that it is properly coordinated with State Parks.

Mr. Renstrom clarified that what was being presented to the board that evening was the approval of the compensation structure for Mr. Walter's professional services and expertise.

Trustee Rick Rosenberg made a motion to approve the engagement letter with NAI Excel for the western portion as presented, the motion was seconded by Trustee Clark Fawcett and all voted aye.

Consider a resolution authorizing grant application for Reclamation's large-scale water recycling projects

The District's Reuse Program Manager Morgan Drake said that this proposed resolution will be submitted with the District's grant application to the Bureau of Reclamation under their Large-Scale Water Recycling Projects Program. This is a familiar grant opportunity through which the District has previously successfully received funding for the Regional Reuse System. The District has been anticipating this next funding round and is excited to apply for additional grants to support later phases of Reuse Program.

The Bureau of Reclamation has allocated \$130 million and expects to award between one and ten applicants. One key advantage for the District is that eligibility is limited to projects with an existing feasibility study. The District has already completed and submitted its feasibility study, which significantly reduces the applicant pool and increases the District's competitiveness.

The cost-share requirement remains consistent with prior agreements: 25% federal funding and 75% non-federal funding. The District's current grant funding from the Bureau is just over \$20.5 million and has primarily supported planning and design efforts. The upcoming application will focus more heavily on construction, including the central reuse pipeline, pump stations, and related infrastructure.

This application is still in draft form, with a submission deadline next week. The District anticipates requesting approximately \$100 million, largely due to the high costs associated with construction. Kristy Jackson, the District's new grants administrator, will be assisting with preparation and submission of the application.

Ms. Drake noted that ARPA funds qualify as non-federal match, which is beneficial as the District has access to those funds for the next three years.

Trustee Clark Fawcett made a motion to approve the resolution for Reclamation's large-scale water recycling projects, the motion was seconded Rick Rosenberg, and a roll call vote was taken as follows:

<i>Ed Bowler</i>	<i>Yes</i>
<i>Rick Rosenberg</i>	<i>Yes</i>
<i>Clark Fawcett</i>	<i>Yes</i>
<i>Michele Randall</i>	<i>Yes</i>
<i>Kress Staheli</i>	<i>Yes</i>

Consider approval of agreement with Eocene Environmental Group for cultural resource mitigation

Morgan Drake said that the proposed agreement with Eocene Environmental is for cultural resource mitigation in Warner Valley, covering two separate projects. Ms. Drake explained that the District previously purchased land in Warner Valley from the Trust Lands Administration (TLA) and the Bureau of Land Management (BLM). Both transactions were contingent upon completing cultural mitigation through a conservation easement with TLA and a Memorandum of Agreement (MOA) with BLM.

This contract with Eocene is intended to fulfill both obligations through Historic Property Treatment Plans (HPTPs). These plans are developed from Class III surveys, which involve comprehensive archaeological fieldwork where sites are identified through surface-level investigation without ground disturbance. The current phase involves the ground-disturbing work required to complete mitigation.

The District conducted an RFP (request for proposal) process and received six proposals. An evaluation committee of District staff and archaeologists from the Trust Lands Administration evaluated proposals based on qualifications, experience, management approach, and cost. Eocene Environmental group was selected, in part because they were previously involved in the Warner Valley land exchange and helped draft the HPTPs.

There are multiple sites across both properties with varying levels of complexity. The estimated cost for mitigation on both the former BLM and TLA lands is approximately \$1.1 million. The estimate is based on the Class III survey data. While those surveys are thorough, they do not include subsurface investigation. If excavation reveals more extensive resources than anticipated, additional mitigation will be required, which could increase costs.

Ms. Drake said that both BLM and TLA have reviewed and approved the HPTPs, giving confidence in the overall plan, though some uncertainty remains until excavation begins.

Ms. Drake also clarified that certain costs are not included in the current estimate, such as potential tribal monitors required during work on BLM land and the cost of heavy equipment for larger excavations. The current plan is for District staff to provide equipment and support where possible; if that changes, it would require a separate agreement.

Trustee Rick Rosenberg made a motion to approve the agreement with Eocene Environmental Group for cultural resource mitigation up to the amount of \$1,109,003.85, the motion was seconded by Trustee Kress Staheli and all voted aye.

Consider a resolution removing the restriction on certain funds in the General Fund

Zach Renstrom explained that the District's funds are currently divided among several categories, including the General Fund, Capital Improvement Projects, and the Virgin River Program. The Board has established specific conditions on how each of these funds can be used.

Mr. Renstrom said that this resolution would provide additional flexibility by specifically authorizing the use of General Fund dollars for a broader range of activities, including capital facilities and related expenses. It would allow up to \$17 million from the General Fund to be used for these purposes. This added flexibility will help us address upcoming financial obligations, cover certain expenses, and reimburse the Capital Facilities Fund for costs that have already been incurred.

Trustee Kress Staheli made a motion to approve the resolution removing the restrictions on certain funds in the general fund, the motion was seconded by Trustee Clark Fawcett, and a roll call vote was taken as follows:

<i>Ed Bowler</i>	<i>Yes</i>
<i>Rick Rosenberg</i>	<i>Yes</i>
<i>Clark Fawcett</i>	<i>Yes</i>
<i>Michele Randall</i>	<i>Yes</i>
<i>Kress Staheli</i>	<i>Yes</i>

Consider approval of P-Card for Robert Lindsay

Mr. Renstrom said that the District's new employee, Robert Lindsay, 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 P-Card for Robert Lindsay.

Trustee Kress Staheli made a motion to approve the P-Card for Robert Lindsay, the motion was seconded by Michele Randall and all voted aye.

Manager's report

Zach Renstrom shared an update about something that has been getting a lot of attention on social media. A family of owls has been nesting near the Red Cliffs Desert Garden. Staff were aware of them for a while and initially kept it quiet, but as sightings started circulating online, the District decided to embrace the interest and share updates.

It is turned into a really fun and engaging story. There were three owlets—two have now fledged and left the nest, though they are still nearby on the ground while the mother continues to care for them. One owlet remains in the nesting spot in the rock.

The District has been posting updates on social media, and the response has been extremely positive. What has been especially interesting is that people who come out to see the owls often end up following the District online, which helps expand the audience for other important messages as well. It has been a great opportunity to connect with the community while watching the owlets grow.

Mr. Renstrom also informed the board that the District has recently been named in a lawsuit related to an incident at a construction site. In this case, a driver entered the job site and was involved in a crash. The lawsuit has now been filed, and staff

will likely discuss it in more detail in the future as needed. At this time, the District believes it has a strong defense, given that the area was an active construction zone with appropriate signage in place. For any specific questions or further details, board members are encouraged to speak directly with General Counsel Jody Richins.

Mr. Renstrom said that the June board meeting will be held on the second Monday, June 8th, instead of the first. He emphasized the importance of making sure everyone is aware, so no one shows up on the wrong date.

Ed Bowler, Chairman, asked if there were any questions from the public.

Public comment:

Karen Goodfellow with Conserve Southwest and Chair for the Parade of Gardens reported that the event had more than 700 attendees this year, representing approximately a 50% increase in participation compared to previous years.

Ms. Goodfellow said that Slow the Flow signage promoting water-wise landscaping practices was placed in front of all 11 featured gardens, helping reinforce conservation messaging throughout the event. The event was highly active and very well received by the community. She emphasized that one of the most valuable aspects of the program is allowing residents to see firsthand what attractive landscapes can look like without traditional grass lawns and to experience the wide variety of water-wise landscaping styles available. Ms. Goodfellow said that there is a home in Bloomington where the homeowners had removed their front lawn and replaced it with Mediterranean-style landscaping. Although the project had only been completed for about a year, the results were already beautiful and demonstrated how visually appealing drought-tolerant landscapes can be.

Ms. Goodfellow stated that overall participation and public response were very positive. She also mentioned that the organization would be reviewing survey results with Doug Bennett, who assists with evaluating the program and gathering community feedback.

Michelle Peot with LDWA asked when the draft for the EA (Environmental Assessment) might come out for the Central Reuse Project. Morgan Drake responded that the current schedule is mid-June to mid-July for the 30-day public comment period, contingent on completing the required federal process changes.

Request a closed session to discuss

- a. **purchase or lease of real property**
- b. **water rights**

Chair Ed Bowler noted that two-thirds of the District's board members are present and stated the purpose of the closed session is to discuss the purchase of real property and water rights. Mr. Bowler said that the closed session is being held at Washington County Water Conservancy District office building 533 E Waterworks Drive, St. George Utah on April 6, 2026.

Trustee Rick Rosenberg made a motion to go into a closed session to discuss the purchase or lease of real property and water rights, the motion was seconded by Trustee Clark Fawcett, and a roll call vote was taken as follows:

<i>Ed Bowler</i>	<i>Yes</i>
<i>Rick Rosenberg</i>	<i>Yes</i>
<i>Clark Fawcett</i>	<i>Yes</i>
<i>Michele Randall</i>	<i>Yes</i>
<i>Kress Staheli</i>	<i>Yes</i>

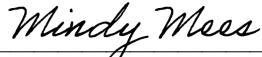
(Return to open session) Consider approval of purchase or lease of real property and water rights

Trustee Rick Rosenberg made a motion to approve the purchase or lease of real property and water rights as discussed in the closed session, the motion was seconded by Michele Randall and all voted aye.

Consider approval of April 6, 2026 board meeting minutes

Trustee Kress Staheli made a motion to approve the April 6, 2026 board meeting minutes, the motion was seconded by Rick Rosenberg and all voted aye.

The meeting was adjourned upon motion.


Secretary

**WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
A RESOLUTION AUTHORIZING SUBMISSION FOR FEDERAL FUNDS UNDER
RECLAMATION'S LARGE-SCALE WATER RECYCLING PROJECTS
RESOLUTION No. 2026-05-04-01**

WHEREAS, the Regional Reuse Purification System (system) is a critical component of the Washington County Water Conservancy District's (District) 20-year water supply outlook;

WHEREAS, the District is planning, designing, and constructing the system to help maximize local reliable water supplies;

WHEREAS, Federal assistance is available through the U.S. Bureau of Reclamation's (Reclamation) Large-Scale Water Recycling Projects; and

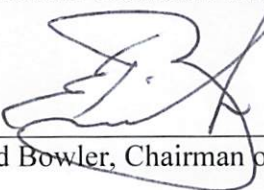
WHEREAS, the District is submitting an application to Reclamation to be considered for funding for the planning, design, and construction of the system.

NOW THEREFORE, the Board of Trustees of the District hereby resolves that:

- A. The Reuse Program Manager is authorized to enter into an agreement with Reclamation;
- B. The District will commit to the financial and legal obligations associated with receipt of financial assistance award;
- C. The application has been reviewed and is approved; and
- D. The District will work with Reclamation to meet established deadlines.

DATED this 4th day of May, 2026.

WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT:



Ed Bowler, Chairman of the Board

ATTEST:



Mindy Mees, Secretary

VOTING:

Ed Bowler	Yea <u>X</u>	No <u> </u>
Adam Bowler	Yea <u> </u>	No <u> </u>
Clark Fawcett	Yea <u>X</u>	No <u> </u>
Victor Iverson	Yea <u> </u>	No <u> </u>
Michele Randall	Yea <u>X</u>	No <u> </u>
Kress Staheli	Yea <u>X</u>	No <u> </u>
Rick Rosenberg	Yea <u>X</u>	No <u> </u>



Procurement Memo

To Zachary Renstrom, General Manager
From Morgan Drake, Reuse Program Manager
Date May 4, 2026
Subject Procurement of Cultural Resource Mitigation

Type of Procurement: Request for Proposals for Service

Item Description: Mitigation of cultural resources in Warner Valley for the Bureau of Land Management (BLM) Red Cliffs/Warner Valley Land Exchange Project and Utah Trust Lands Administration (TLA) Warner Valley Land Sale Project.

Reason for Procurement: The Reuse Department of the Washington County Water Conservancy District (district) needs to procure this service to implement treatment plans with the BLM and TLA.

Review of Vendors: The following vendors submitted proposals in response to the district's Request for Proposals. Eocene Environmental Group was the highest scoring vendor.

1. Eocene Environmental Group: The reasons this vendor provides the best value to the district are described in the attached procurement statement.
2. Dudek: This vendor did not score as high as the successful vendor.
3. Far Western Anthropological Research Group: This vendor did not score as high as the successful vendor.
4. Gray & Pape: This vendor's proposal was rejected because the proposal was not responsive, violated a requirement of the RFP, and violated the Utah Procurement Code.
5. Logan Simpson: This vendor did not score as high as the successful vendor.
6. Tetra Tech: This vendor did not score as high as the successful vendor.

Purchase Amount: \$1,109,003.85

Contract Type(s): Fixed price

Accounting Code: 65-7920-650

Approved:



Zachary Renstrom, General Manager

AGREEMENT
(Warner Valley Cultural Resource Mitigation)

This Agreement is effective as of the date duly authorized officials of the Washington County Water Conservancy District (District) and Eocene Environmental Group, Inc., an Iowa Corporation (“Eocene” and “Consultant”) digitally sign the Agreement through the District’s project delivery system software platform Kahua.

RECITALS

WHEREAS, the District desires to engage a consultant to perform cultural resource mitigation; and

WHEREAS, the Consultant submitted the successful proposal and has been selected to perform the services for the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A, which is incorporated into this Agreement.

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

SPECIFIC TERMS

1. Description of Services.

The Consultant will perform the services described on Proposed Scope of Work (Exhibit A), in accordance with the applicable professional standards of care, and in a reasonably timely, efficient, and professional manner, consistent with this Agreement and in consultation with District and others whom the District may identify from time to time.

2. Responsible Staff Members.

Responsible principals or staff members of the Consultant, and any subcontractors identified by name in the Proposed Scope of Work (Exhibit A) shall be committed to providing the services provided under this Agreement. Upon submitting a request for payment for services, the Consultant shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or subcontractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to the District’s approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

3. Kahua Project Delivery System

The District will provide Consultant with a license and access to the District's project delivery system software platform Kahua (Kahua), which is a third-party software application. Consultant acknowledges that the District uses Kahua to manage work performed under the Agreement and that the records kept in Kahua will constitute the sole source of truth regarding the Agreement. Consultant will use Kahua for documenting and conducting the following activities, when applicable:

- a. Uploading relevant documents;
- b. Submitting pay requests and invoices;
- c. Creating and submitting change requests;
- d. Creating and submitting change orders
- e. Executing contracts and contract amendments;
- f. Tracking completion of checklists;
- g. Entering and updating budget information;
- h. Managing schedules; and
- i. Other tasks or actions required by the Agreement and requested by the District.

Consultant agrees to abide by Kahua's Terms and Conditions, as posted on the District's website and as they may be updated and revised from time to time.

4. Payment.

The District shall pay the Consultant in accordance with the Proposal, attached hereto and incorporated herein as Exhibit B, pursuant to monthly invoices submitted by the Consultant through Kahua. The Consultant will only invoice actual accrued costs. The District will remit payment to the Consultant within 30 days of invoice receipt, subject to the following:

a. Retainage.

From the total amount ascertainable as payable, the District may retain an amount equal to ten per cent (10%) until final completion of the work. However, after 50% of the work has been completed, the District may make any remaining payments in full if the District determines that the work is progressing satisfactorily. Also, when the work is substantially complete, the District may release any or all of the amounts retained.

b. Limits of payment.

Under no circumstances shall the District make a payment to the Consultant that exceeds the amounts specified in the proposal, for any specified line item or cumulatively, without an approved addendum to the scope of work and proposal.

c. Withholding payment.

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

d. Penalties.

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Consultant shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

5. Commencement and Completion.

The work covered by this Agreement shall be completed within twenty (20) months from the date set forth above, provided, however, that an extension may be requested for good cause shown. Requests for extension must be submitted through Kahua.

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be produced in digital formats, including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet. All deliverables shall be submitted through the District's project delivery system, Kahua.

2. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Consultant in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. 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. Subject to compliance with Section 3 (Security and Confidentiality of Records), the Consultant 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.

3. Security and Confidentiality of Records. District facilities are critical public infrastructure. Certain information the District must provide to the Consultant for the Consultant to perform its work is very security sensitive. The Consultant will strictly comply with District written security protocols provided by the District to the Consultant and these written security protocols may be changed from time to time by the District. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by the Consultant, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to

information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to the District, the steps that will be taken by the Consultant in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Consultant will be immediately complied with by the Consultant. The Consultant will notify the District immediately if the Consultant has concerns or questions regarding such protocols or changes to protocols. In the event the District has not provided written security protocols, the Consultant shall establish, maintain, and strictly comply with procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Consultant'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 Consultant 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 Consultant to disclose information other than as is set forth in this section, prior to doing so, the Consultant shall apply to the District for written permission to make such disclosure.

4. Independent Contractor. Both parties hereto agree that the Consultant 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 Consultant 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 Consultant by the District. The Consultant 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 Consultant.

5. Subcontracts. Unless otherwise provided by the terms of this Agreement, the Consultant shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, the Consultant 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 Consultant referred to herein. The Consultant is responsible for contract performance whether or not subcontractors are used. The Consultant shall submit the name of each subcontractor which the Consultant intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

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

7. Completeness and Accuracy. The Consultant shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data, and technical specifications prepared pursuant to this Agreement. The Consultant shall be responsible to the District for any error or omission by any of its employees, subcontractors, or suppliers. The Consultant shall correct all errors or omissions at its own expense. This provision is not intended to prevent the Consultant from seeking reimbursement or indemnity from any employee, subcontractor, or supplier. Any additional cost or damages incurred by the District as a result of such errors or omissions shall be the responsibility of the Consultant.

8. Indemnification and Insurance. In no event will any fault of the Consultant or the Consultant's employees or contractors be reapportioned to the District or its officers, Trustees, or employees. The Consultant will indemnify and hold the District and its officers, trustees, or employees from any such reapportionment of fault.

Consultant 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.

The Consultant, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit C. The indemnification obligation provided herein shall not be limited in any way by the obligation to maintain insurance.

9. Payment.

- a. Release of Payment. The District will not authorize payment to the Consultant 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.
- b. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.
- c. Waiver of Claims. Prior to acceptance of final payment, the Consultant shall submit in writing to the District any known claim that the Consultant or any of the Consultant's employees, subconsultants, or subcontractors may have against the District or any of its employees. The acceptance of final payment by the Consultant will constitute a waiver of any such claim other than those claims previously made in writing and submitted to the District. The Consultant shall hold the District harmless from any claims, including costs and attorneys' fees, by any of Consultant's employees, subconsultants, or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by the District will not constitute a waiver of any claim the District might have against the Consultant, whether known or unknown at the time such payment is made.

10. Term. This Agreement shall remain in effect until the completion of the mitigation, unless otherwise terminated pursuant to Paragraph 12 herein. The Parties hereto anticipate that the mitigation will be completed by December 31, 2027.

11. 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.

12. Termination. The District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of the services provided under this Agreement at any time. In the event District terminates this Agreement or abandons any portion of the work hereunder, the District shall notify the Consultant in writing. Immediately upon receipt of such notice, the Consultant shall discontinue services as directed by the District and deliver to the District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by the Consultant in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by the District. The Consultant shall document its services through the termination date and submit such documentation to the District for its evaluation. The Consultant shall receive compensation for services performed up through the date of termination or abandonment.

13. Compliance with Laws.

- a. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations.
- b. Boycott Restrictions. Pursuant to Utah Code Annotated Section 63G-27-201, the Consultant certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. The Consultant agrees not to engage in a boycott of the State of Israel for the duration of this

Agreement. The Consultant agrees to notify the District in writing if it begins engaging in an economic boycott.

- c. Equal Opportunity Clause. The parties shall abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities and that prohibit sexual harassment in the workplace.

14. Rights and Obligations.

- a. 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 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.
- b. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives.
- c. Assignment. No rights or obligations of the Consultant 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 Consultant's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

15. Disputes.

- a. 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.
- b. 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.
- c. 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.

16. Governmental Immunity. Nothing in this Agreement shall be construed to waive the governmental immunity of the District.

17. Execution.

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

18. Interpretation.

- a. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- b. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
- c. 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.
- d. 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.
- e. 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:
 - i. The remainder of this Agreement shall be considered valid and operative, and,
 - ii. Effect shall be given to the intent manifested by the portion held invalid or inoperative.
- f. 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. Compliance with other contracts. Consultant 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.

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

21. 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 Consultant through the District’s project delivery system Kahua, , or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. REUSE PROGRAM MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

EOCENE ENVIRONMENTAL GROUP, INC.
ATTN. LINDSEY EVENSON
5930 GRAND AVENUE
WEST DES MOINES, IOWA 50266

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

Exhibit A – Scope of Work
Exhibit B – Proposal
Exhibit C – Insurance Requirement

SCOPE OF WORK

This project includes cultural resource mitigation pursuant to the Bureau of Land Management Red Cliffs/Warner Valley Land Exchange Project and the Utah Trust Lands Administration Warner Valley Land Sale Project. The following documents provide information on the cultural resource mitigation (project documents).

Bureau of Land Management Red Cliffs/Warner Valley Land Exchange Project

- Memorandum of Agreement (BLM MOA)
- Historic Properties Treatment Plan (BLM HPTP)

Utah Trust Lands Administration Warner Valley Land Sale Project

- Easement (UTLA Easement)
- Historic Properties Treatment Plan (UTLA HPTP)

The BLM HPTP includes 9 prehistoric sites: 2 habitations, 3 rockshelters (1 includes a petroglyph), 2 campsites, 1 lithic scatter, and 1 petroglyph. The UTLA HPTP includes 8 prehistoric sites: 1 rockshelter, 5 campsites, and 2 lithic scatters. More information on the sites, locations, and mitigation measures can be found in the project documents.

1) Project Objectives

- Implement all mitigation, testing, data recovery, reporting, curation, and public education requirements in full conformance with the project documents.
- Resolve adverse effects for sites leaving Federal/State protections by executing treatments and producing required public outreach deliverables.

2) Project Milestones

- Milestone 1: Work Plan & Mobilization
- Milestone 2: Testing
- Milestone 3: Data Recovery
- Milestone 4: Lab/Analyses
- Milestone 5: Draft Report and Final Report
- Milestone 6: Kiosk and Public Presentation Deck
- Milestone 7: Curation

3) Public Outreach & Education Deliverables

- Interpretive Kiosk: Design and fabricate an informational four-sided kiosk for installation on BLM property. Coordinate with BLM-provided panel standards and consult Tribes to ensure cultural appropriateness.
- Public Presentation Deck: Develop a PowerPoint summarizing treatment results for public audiences and BLM's use.

PROPOSAL

Exhibit B

Cultural Resource Mitigation

Prepared for: Washington County Water Conservancy District

Prepared by: Eocene Environmental Group

04.02.2026

levenson@eocene.com | 801.889.9024



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INTRODUCTION

Eocene Environmental Group, Inc. (Eocene; formerly Transcon Environmental, Inc.) is pleased to submit this proposal to the Washington County Water Conservancy District (WCWCD) for cultural resources mitigation activities in Warner Valley, Washington County, Utah.

Eocene understands the WCWCD is seeking a qualified consultant to perform cultural resources mitigation activities associated with two projects in Warner Valley, just east of St. George, Utah: Bureau of Land Management (BLM) Red Cliffs/Warner Valley Land Exchange Project and Utah Trust Lands Administration (TLA) Warner Valley Land Sale Project.

Eocene was previously contracted by the WCWCD to support both projects. We performed intensive pedestrian cultural resources inventory across BLM and TLA lands in 2021 and 2023, resulting in the identification of 17 total historic properties (nine on BLM and eight on TLA) that would be adversely affected by the proposed land exchange and sale. In support of the future mitigation needs, Eocene facilitated multiple field visits and meetings with the tribes and consulting parties to support the development of a Memorandum of Agreement (MOA), as well as the development of two Historic Properties Treatment Plans (HPTPs; one for BLM and one for state lands) which define the approach to the current project. The current project is the final step in resolving the adverse effects of the land exchange/sale.

The objectives of the current project are 1) the implementation of all mitigation activities, including testing, data recovery and/or non-invasive mitigation, reporting, curation, and public outreach and education materials; and 2) resolve the adverse effect for the 17 historic properties (9 BLM and 8 TLA) leaving federal and state protections through the execution of the mitigation activities and resulting deliverables. The BLM MOA and two HPTPs created for the project by Eocene will be used to guide the mitigation activities. All project activities will be completed in compliance with the MOA and with Section 106 of the National Historic Preservation Act of 1966, as amended (Section 106) and Utah Code Annotated (UCA) 9-8-404, as appropriate. Coordination with the BLM, TLA, WCWCD, tribes, and/or other consulting parties will be complete throughout the project to ensure compliance.

STATEMENT OF QUALIFICATIONS

Eocene is a full-service environmental planning and consulting firm with more than 80 years of combined experience across a variety of disciplines, including over 25 years of experience in cultural resources management. Eocene's Environmental Division has provided cultural resources support in Utah and the Great Basin since 1999; Eocene currently employs more than 300 multi-disciplinary staff, including more than 120 cultural resources professionals (i.e., archaeologists, paleontologists, architectural historians, etc.). Eocene maintains an office in Draper, Utah, and management staff in southern Utah (Cedar City and Santa Clara). Our team prides itself on consistently providing the highest quality of environmental services that meet or exceed regulatory standards and are routinely recognized by agency officials.

Eocene has extensive experience in cultural resources throughout the Great Basin and Intermountain West, achieving an exceptional record of project success and a reputation for completing projects efficiently without sacrificing quality, as evidenced by our record for achieving agency approval. Our staff have conducted thousands of cultural resource evaluations, including archaeological and aboveground/built-environment resources across various states, agencies, and clients. Eocene maintains a staff of archaeologists who are registered professional archaeologists and/or who meet the Secretary of the Interior's (SOI's) Professional Qualification Standards (36 CFR Part 61), as well as being listed on active permits with the Utah BLM for the Virgin Permitting Region, and with the state under the Utah Public Lands Policy Coordination Office (PLPCO) statewide permit for individual Principal Investigators. Eocene is also in regular contact with the Utah State Historic Preservation Office (SHPO) for various projects and activities.

Additionally, we have a robust peer review process and quality assurance/quality control (QA/QC) system to oversee the production of contract deliverables.

In addition to conducting cultural resources survey and inventory, Eocene’s expertise includes conducting historic research and working closely with agency archaeologists to document and evaluate cultural resources, including the recordation of historic districts. Eocene emphasizes safety, especially when working in remote areas; we prepare specialized safety plans for each project we work on. Eocene supports the proponent, project engineers/other consultants, and agencies by providing information on identified safety hazards or other concerns encountered during field activities.

Eocene has comprehensive experience in southern Utah, including extensive experience within the Project area and direct association with the Project. Eocene previously supported the field investigations (2021 and 2023), development of the MOA (2025), and development of both HPTPs (2023 and 2025) being utilized for the project.

PROJECT TEAM

Our project team is structured to ensure clear lines of responsibility and efficient coordination. Key staff include our regional Senior Archaeologists, who bring extensive Utah and Virgin Region experience to our team. Roles and reporting relationships are illustrated in the table below. Each key role is staffed by experienced professionals whose backgrounds align with the technical and managerial needs of the project. In addition to these key personnel, Eocene maintains in-house support staff for GIS mapping, UAV drone pilots, tribal coordination, technical editing, contracting, and accounting, among other support services.

Regulatory Qualifications and Permitting Compliance

All proposed personnel meet the SOI Professional Qualification Standards, and Eocene holds all required state and federal archaeological permits, including Utah PLPCO certification and BLM permits authorizing work within the Virgin Permit Area and statewide, as applicable. These qualifications ensure Eocene’s ability to implement all mitigation activities in full compliance with applicable federal, state, and local requirements.

Key Personnel & Availability

The personnel identified in **Table 1** will be responsible for implementing the proposed cultural resource mitigation activities. Each individual identified is SOI-qualified and appropriately permitted for their respective roles. Our key personnel are exceptionally experienced and versed in recognizing, recording, and analyzing the span of this area’s prehistoric site types (lithic scatters, lithic sources, rockshelters, rock imagery/petroglyphs, campsites, Puebloan habitations), artifact types (lithics, ceramics, groundstone), and culture periods, including Archaic, Basketmaker, Virgin Ancestral Puebloan, and protohistoric Paiute. Full résumés of each of the key personnel are provided in **Appendix A**.

All key personnel identified in this proposal are currently available and committed to support the BLM, WCWCD, and project for the duration of the mitigation effort. Personnel availability will be maintained through completion of field activities, analyses, reporting, curation, and public outreach activities, subject to WCWCD approval for any substitutions in accordance with the Agreement.

TABLE 1 KEY PROJECT PERSONNEL AND AVAILABILITY		
Key Personnel	Project Role	Availability (%)
Lindsey Evenson*	Project Director & Public Involvement	15%
Katie Cantrell	Senior Archaeologist & Public Outreach Manager	25%

TABLE 1 KEY PROJECT PERSONNEL AND AVAILABILITY		
Key Personnel	Project Role	Availability (%)
Jessica DelBozque	Lead Archaeologist & Lab Manager	40%
Jennifer Bannick*	Lead Archaeologist	50%
Aaron Larsen*	Field Director	50%
Daniel Shelton	Field Director	50%
Everett Bassett*	Resource Specialist	80%
Valerie Russell	QA/QC Manager & Ethnographer	15%
Note: Key personnel identified with an asterisk () have been involved with and supported previous aspects of the Project, including field investigations, technical reporting, and MOA/HPTP development.		

KNOWLEDGE AND EXPERIENCE

Eocene has demonstrated experience providing cultural resource mitigation services on similar projects in the Southwest and Great Basin. The following projects illustrate Eocene's ability to implement testing, data recovery, reporting, tribal coordination, and public outreach consistent with federal and state historic preservation requirements; the following projects also demonstrate Eocene's fluency in prehistoric resources of the Virgin Branch Ancestral Puebloan and Southern Paiute cultures.

HISTORIC PROPERTIES TREATMENT PLAN FOR THE WARNER VALLEY PROJECT	
Period of Performance	Reference Contact
December 2022–April 2025	Morgan Drake, Attorney Washington County Water Conservancy District morgan@wcwcd.org (435) 673-3917
Contract Value	
\$187,449.00	
Project Description	
Eocene (as Transcon) was contracted by the WCWCD to create an HPTP, draft a MOA, and facilitate consultation and reviews with the Utah SHPO and consulting parties (i.e., local tribes and community organizations). These activities were requested in support of a multi-party land exchange between the BLM, a private landowner, and WCWCD in Washington County, Utah. As part of the land exchange, Eocene conducted Class III (intensive pedestrian) cultural resources inventories of approximately 929.14 acres of BLM lands in 2021 and 2023, and 800 acres of TLA lands in 2021, resulting in identification of a total of 17 historic properties requiring future mitigation. In support of the future mitigation needs, Eocene facilitated multiple field visits and meetings with the tribes and consulting parties to support the development of the MOA, as well as the development of two HPTPs (one for BLM and one for state lands). Eocene served as the prime contractor for this project; this project was completed on time and under budget.	

BLANDING TO BLUFF AND MONTEZUMA CREEK TELECOMMUNICATIONS PROJECT AND CULTURAL RESOURCES MITIGATION: PHASES I – III	
Period of Performance	Reference Contact
November 2017–May 2025 January 2026–Present (anticipated December 2027)	Michael (Jared) Lundell, Assistant Field Manager for Cultural and Planning BLM, Bears Ears National Monument, Monticello Field Office mlundell@blm.gov
Contract Value	
\$375,575.97	

BLANDING TO BLUFF AND MONTEZUMA CREEK TELECOMMUNICATIONS PROJECT AND CULTURAL RESOURCES MITIGATION: PHASES I – III

\$449,983.60

(435) 587-1535

Project Description

Eocene (as both Eocene and Transcon) was contracted by Emery Telcom to support cultural resources activities associated with Emery Telecom's Blanding to Bluff and Montezuma Creek Telecommunications Project (U18TN0299) in San Juan County, Utah. Eocene (as Transcon) was contracted to conduct the original Class III inventory in 2018, which resulted in the documentation of 13 archaeological sites, including 9 historic properties. During construction in 2020, four of those historic properties were impacted through construction not following required avoidance and monitoring activities (three sites) or through inadvertent discoveries of unanticipated subsurface cultural features (one site). Eocene conducted site damage assessments at all four historic properties and prepared an HPTP to mitigate the adverse effects of the construction impacts. As a result, off-site mitigation was required at a fifth, unaffiliated site: 42SA30049 (Spirit Cave/Dance Hall). Eocene has completed two of the three mitigation phases and is currently contracted to support the third/final phase. Phase I included a revisit to the off-site mitigation location of site 42SA30049 (Spirit Cave/Dance Hall). Phase II included the creation of a Recreation Development Approach document to guide the future implementation of mitigation to turn the archaeology site into a recreation site. Eocene served as the prime contractor throughout this project; these contracts were completed on time and under budget.

Emery Telcom contracted Eocene to continue mitigation activities in January 2026 as Phase III, the final step of the project. Phase III includes implementation of the mitigation to create the recreation site, including NEPA documentation; road/parking/day-use picnic development; trail creation; public interpretive signage; and site protective measures and stanchions. This phase of the project has a two-year contract and is anticipated to be completed in December 2027.

BUCKSKIN TO EMG-138 TRANSMISSION LINE CULTURAL RESOURCES MITIGATION AND MONITORING

Period of Performance

November 2020–March 2025
June 2025–Present (anticipated May 2026)

Reference Contact

Brian Storm, Archaeologist
BLM, Kanab Field Office
bstorm@blm.gov
(435) 644-1222

Contract Value

\$196,541.00

Project Description

Eocene was contracted by Garkane Energy to complete a Class III cultural resources inventory, prepare a HPTP, and conduct cultural resources treatment activities in support of Garkane Energy's Buckskin to Kanab and Fredonia 69 Kilovolt Transmission Line Upgrades Project across BLM Paria River District Office and Grand Staircase-Escalante National Monument, state, and private lands in Kane County, Utah, and Coconino County, Arizona. In 2021, the BLM identified discrepancies in the project NEPA documents and design which would have resulted in adverse effects to 11 historic properties. As a result, Eocene completed Class III inventory and updated site documentation to support further avoidance and mitigation activities. Based on these 2021 updates, Eocene worked with the BLM to facilitate tribal and consulting party field visits and meetings, and prepared a HPTP for further mitigation at the historic properties. Eocene then completed appropriate treatment activities (testing and monitoring; data recovery was not required) at each of the 11 historic properties to mitigate the adverse effects of the transmission line upgrades project. Upon completion, Eocene prepared a technical report to

BUCKSKIN TO EMG-138 TRANSMISSION LINE CULTURAL RESOURCES MITIGATION AND MONITORING

present the results of the treatment activities. Eocene served as the prime contractor for this project; this project was completed on time and under budget.

In June 2025, Garkane Energy requested Eocene's contract be re-opened for additional development and monitoring activities as an addendum to the previously completed project. These activities are complete, and final deliverables are anticipated for submittal by May 2026.

SAND HOLLOW REGIONAL PIPELINE PROJECT—CULTURAL SURVEY, MONITORING, AND EXCAVATION

Period of Performance	Reference Contact
February 2019–February 2022	Amber Van Alfen, Renewable Energy Archaeologist BLM, Arizona State Office avanalfen@blm.gov 435-705-1551
Contract Value	
\$232,947.36	

Project Description

Eocene (as Transcon) was contracted by the WCWCD to provide third-party environmental support to the BLM St. George Field Office for NEPA compliance for a 12-mile water pipeline and ancillary developments across BLM, TLA, WCWCD, and private lands in Washington County, Utah. As part of that process, Eocene supported a cultural resources evaluation, including field survey, monitoring, and technical reporting activities. During final monitoring activities, a buried hearth was unearthed during construction trenching adjacent to the Sand Hollow Golf Course. As a result, Eocene prepared an HPTP and completed data recovery excavation of the feature, as well as subsequent laboratory analysis and technical reporting. Eocene served as the prime contractor for this project; this project was completed on time and within budget.

ASH CREEK PROJECT—HISTORIC CONTEXT FOR FOUR HISTORIC PROPERTIES

Period of Performance	Reference Contact
November 2020 – December 2021	Amber Van Alfen, Renewable Energy Archaeologist BLM, Arizona State Office avanalfen@blm.gov 435-705-1551
Contract Value	
\$79,990.00	

Project Description

Eocene (as Transcon) was contracted by the WCWCD to prepare a historic context for four historic properties identified as having adverse effects associated with the Ash Creek Project in Washington County, Utah. In support of the project, Eocene completed updated documentation for the four historic properties (*Old U.S. Highway 91/Arrowhead Highway*, *Salt Lake to St. George Wagon Road*, and *Pintura Ditch*) and prepared materials for public presentation and interpretation (public history) in the form of a comprehensive historic context (available for reference on the Utah SHPO website). This project was completed in compliance with Section 106 and in support of the WCWCD, BLM St. George Field Office, and Utah SHPO. Eocene served as the prime contractor for this project; this project was completed on time and within budget.

Other Relevant Experience

Tribal Monitoring Experience

Eocene has extensive experience facilitating tribal cultural monitoring activities and coordinating with tribal representatives throughout consultation, field visits, document reviews, and contracting. Eocene's Contracting team employs a Tribal Coordinator and Contracts Specialist who coordinates with the tribes and tribal monitors to ensure proactive communication and adequate time for the tribal planning processes. Eocene is working with southern Utah tribes and tribal communities, including current cultural resource monitoring with the Paiute Indian Tribe of Utah. Eocene's extensive experience working with tribes and tribal monitors will aid in supporting WCWCD's MOA requirement for tribal monitors to be invited to be present during mitigation activities. WCWCD will be responsible for contracting and paying for tribal monitoring support; Eocene may contract monitors at additional cost. Eocene will support the daily monitor activities.

Ethnography

If necessary and conducive to the project, Eocene will work with the BLM and local tribal entities to conduct ethnographic interviews. Eocene has routinely conducted ethnographic interviews with tribal elders and community members. In support of ethnographic interviews, Eocene will have two people conduct the interview which will be recorded and transcribed using a computer program. One individual will consistently manage the interviews and ask questions; the other will be there to assist with the equipment (microphone, video, etc.). Eocene is aware that interviewers can bring in biases when conducting interviews; to avoid this, Eocene will work with the BLM to develop a list of standardized questions regarding the prehistory and settlement of the region, material culture, and other aspects of Native culture. During interviews, after the standardized questions have been covered, follow-up questions drawing on the research can be asked to obtain stories or background information on photographs and newspaper articles, as appropriate.

MANAGEMENT PLAN & SCOPE OF WORK

Task 1—Work Plan & Mobilization

Eocene will prepare project-specific Communication, Safety, and QA/QC Plans to guide planning, coordination, and mitigation activities. These activities will also include the project kickoff and progress meetings. The project kickoff meeting will be held within 15 days of contract award/NTP, and will discuss the contract, project expectations, milestones, and schedule to ensure all parties are in agreement. Upon completion of this kickoff meeting, Eocene will begin formal project Management Plan tasks and activities, described below.

Communication Plan

Following NTP and the project kickoff meeting, Eocene will draft a project-specific Communication Plan that will identify:

- Primary points of contact (POCs) within Eocene, WCWCD, BLM, and TLA
- Additional key Project POCs identified as the work progresses (i.e., tribal monitors)
- Bi-weekly progress reports (emails)
- Monthly progress meetings (virtual)
- Contingencies for unanticipated Project delays

The Project Director (Lindsey Evenson) will remain the primary POC for Eocene throughout the project; however, additional key personnel (i.e., Senior Archaeologist, Lead Archaeologists, QA/QC Manager) may provide direct support, where appropriate.

Safety Plan

Eocene has a commitment to safety for our employees. Primary safety risks for the project include risks associated with digging and excavation, walking/hiking over unstable terrain, extreme heat

conditions, OHV-area hazards, and driving to/from work areas. To mitigate these risks, a Job Safety Analysis (JSA) will be prepared for the project, which will address all identified risks and provide corresponding mitigation measures. All project staff are required to acknowledge their understanding of the project JSA. Additionally, all field staff are monitored by fieldwork coordinators, who provide a safety POC and remain available throughout the shift of their assigned field personnel. Field staff check in with the POC prior to fieldwork assignments and are provided relevant safety-related information as well as information regarding any newly encountered risks. Similarly, field staff report any newly encountered risks or other safety-related information to the POC upon check-out (leaving work) for the day.

QA/QC Plan

Eocene will also develop a QA/QC Plan specific to the project. The draft QA/QC Plan will be submitted to the WCWCD, BLM, and TLA within 15 days of the kickoff meeting. The QA/QC Plan will describe measures to ensure the data collected, summarized, and provided will meet the SOI standards and Utah SHPO guidelines. The QA/QC Plan will identify all key personnel for the Project, as well as a final draft schedule and approach to field processes, including WCWCD and agency field visits, as needed. Any requested revisions to the draft QA/QC Plan will be incorporated prior to finalization.

Work Plan

Eocene will prepare a project Work Plan to define and implement all cultural resource mitigation, testing, data recovery, reporting, curation, and public education requirements in full conformance with the BLM and TLA project documents, including applicable MOA and HPTPs (prepared by Eocene). The anticipated sequence of work includes the remaining milestones (tasks) described in the RFP and detailed below. During this process, Eocene will also coordinate Project-specific fieldwork authorizations (FWAs) and Archaeological Resource Protection Act (ARPA) permits necessary for testing and data recovery activities.

A total of 17 historic properties are subject to mitigation and treatment activities, including nine on BLM lands and eight on TLA lands. In support of standard minimization procedures, Eocene will review the preliminary site assessments and evaluations (completed by Eocene in 2021 and 2023) to guide the project-specific testing and data recovery plans. In general, the Work Plan will follow a four-step process:

1. Collect GIS data/re-map, collect surface artifacts, and conduct probing, concentrated around known rock features and artifact concentrations; mechanical excavation and shovel scraping and alternative/non-invasive testing may occur during this step.
2. Initiate shovel tests in a GIS-defined grid pattern throughout the historic property to determine depth (not just at suspected feature locations); this will inform subsequent non-feature units, trenching, or mechanical scraping, as appropriate.
3. If initial probing is positive (likely cultural features/deposits), additional testing as shovel testing or test units will be conducted; these tests will be placed directly over known features and artifact concentrations.
4. Data recovery excavations will be conducted to further expose any possible features or occupation surfaces. Depending on the results of this data recovery, additional treatment methods may be implemented (unanticipated discoveries plan, laboratory analysis, curation, fencing on private lands, and barricading during open excavations/data recovery for safety and to prevent vandalism).

Once formal mitigation plans have been established, Eocene will organize a mobilization plan to conduct the mitigation. The field process will begin with testing, followed by alternative/non-invasive testing, if appropriate, then data recovery excavation; the BLM will be notified for approval prior to completion of treatment activities at each historic property. Once field activities

are complete, all collected materials will be analyzed and evaluated in the lab setting, followed by technical reporting and public presentation materials, and finally, curation. Only one historic property (42WS6744 prehistoric petroglyph) has no anticipated testing or excavation activities; alternative mitigation is anticipated to include photogrammetry, ethnography, aerial drone imagery, systematic analysis, and additional research. All historic properties will be barricaded during any excavation activities to prevent safety hazards and vandalism.

Project management and coordination activities will occur throughout the project, including the bi-weekly progress reports identified in the Communication Plan. Additional coordination is anticipated to include meetings and coordination with the tribes, tribal monitors, and other consulting parties. While not the responsibility of the consultant, Eocene may also support WCWCD with the recommended mitigation to fence off access to Parcel Number 4201-C-HV, which is owned by the Paiute Indian Tribe of Utah and located adjacent to the Project area. This will also require coordination with the Utah Department of Transportation to ensure access to the fenced parcel.

Optional: Field School

Eocene will coordinate with local and regional universities and tribes to host a “field school” to bring students to the field. This is an opportunity to enhance the education of our students, as well as improve their understanding of local and regional archaeology, while also supporting the local populations and bringing awareness to the unique resources within the St. George and Warner Valley areas. This effort would be initiated during Task 1 and would continue throughout Task 6, as appropriate. Field school participants would be hired by Eocene (as interns) and would be required to comply with all Eocene company policies and practice; educational credits would be the responsibility of the individual students and universities.

Task 2—Testing

Individual testing plans will be created for each historic property, based on the surface recordings completed in 2021 and 2023 and the condition of the site when testing activities commence in 2026 and 2027. Testing activities will include surface artifact collection, surface shovel/mechanical scraping, rapid probing and shovel testing, and/or mechanical excavation, as appropriate. Note that the use of mechanical excavation is recommended to minimize unnecessary hand excavation and lower overall Project costs. To reduce negative impacts to certain historic properties, alternative/non-invasive testing is recommended, such as ground penetrating radar (GPR), light detection and ranging (LiDAR), photogrammetry and/or magnetometry, drone aerial imagery, stylistic analysis, and additional research, as appropriate. The use of GPR is not anticipated for this contract, based on previous experience with tribes not wanting GPR to be done on prehistoric sites. Preexisting LiDAR will be available for use on the project. Eocene’s key personnel and our partners have extensive experience in completing these alternative treatment activities. Photogrammetry will be utilized at two historic properties: 42WS5074 and 42WS6744. Up to 40 hours of drone use will be utilized for overall Project and specific historic property imagery.

Task 3—Data Recovery

Upon completion of the testing and/or alternative/non-invasive testing activities, formal data recovery will commence utilizing standard 1-meter excavation units, screening, recording, artifact collection, and ancillary field sampling procedures. Location of testing and feature recording will follow guidelines identified in the HPTPs. Protective barricades will be installed during all data recovery trenching and excavation activities to prevent vandalism and/or injury during the data

recovery process. If human remains or NAGPRA-defined objects are identified during data recovery activities, all work within 50 meters of the discovery will be halted and appropriate officials will be contacted; this process will follow the project-specific NAGPRA Plan of Action (POA). Eocene's key personnel are knowledgeable and experienced in developing NAGPRA POAs, including December 2023 NAGPRA updates.

No more than 10 historic properties will require data recovery excavations in 1-meter-by-1-meter test units; excavations will not exceed 3 meters deep. No more than four connected units will be excavated in a single historic property; should a single excavation exceed 1 meter deep but not require adjacent excavation units to expand for feature identification, step terracing will be excavated for confined space safety during the excavation process. Excavation will be completed in 10-centimeter levels. No more than 20 features will require excavation. No more than 40 soil and charcoal samples will be collected during data recovery; no more than 500 artifacts or cultural materials will be collected. Up to 10 total historic properties will require mechanical excavation/trenching or scraping; WCWCD will provide the equipment to support these activities.

Task 4—Lab/Analyses

Once all testing and data recovery activities are complete, the collected materials will be processed and analyzed, accordingly. Specific analysis will be done for each artifact or resource class, including chipped and groundstone, ceramics, faunal remains, paleobotanical remains, and AMS dating. Analysis of chipped and groundstone, ceramics, and faunal remains will be completed by Eocene, including in-house XRF analysis and evaluation of comparative collections housed at Southern Utah University and/or BLM offices. Paleobotanical and AMS dating analyses will be completed by a third-party professional service (i.e., Beta Analytic). Third-party analysis will cost no more than \$750.00 per sample, and no more than 40 samples will be tested. The results of the in-house and third-party analyses will be summarized in the technical report. All collected materials will be curated upon Project completion (Task 7).

Task 5—Draft Report and Final Report

Two separate technical reports will be prepared: one for BLM and one for TLA. The technical reports will present the results of all testing, data recovery, and analyses per agency (BLM and TLA). Upon completion of the analysis of materials recovered from the data recovery, a thorough documentation of the excavated components and associated features, as well as a synthesis of analytical data, will be set into a quality formatted technical publication. The reports will present the methods used, discuss the interpretations and conclusions regarding project area sites, and contain thorough documentation of the probe and shovel testing process, regardless of data recovery. Additionally, updated site forms will be submitted for each historic property (site) detailing all data recovery procedures. All deliverables will include GIS-plotted overview and detail/sketch maps. The draft deliverables will be submitted for WCWCD, agency, tribal, and Utah SHPO review, as appropriate. The final report shall contain a complete artifact catalog with accession numbers. Copies of the report will be submitted in draft form to each respective agency and WCWCD and will be finalized upon review.

Task 6—Kiosk and Public Presentation Deck

Once the final deliverables have been accepted, Eocene will prepare public educational presentations (PowerPoint and brochure) about the project for use by the BLM and for presentation at regional professional conferences (i.e., Utah Professional Archaeological Council winter meeting, Great Basin Anthropological Conference, etc.). Additionally, Eocene will design and fabricate an interpretive four-sided kiosk about the project and regional resources, in coordination with the BLM and tribal consultation. Materials and installation of the kiosk will not exceed \$10,000.00. The kiosk will be installed on BLM property (at Waddy's Corral or the restroom on West Rim Trail Sand Hollow Recreation Management Area).

Task 7—Curation

Artifact processing for curation will be carried out in Eocene’s lab. All materials collected from the field and associated excavation records will be turned over to a federally approved facility for storage and curation in accordance with NAGPRA, 36 CFR 79—*Curation of Federally Owned or Administered Archeological Collections*, and Utah Code 53B-17-603—*Curation and deposit of specimens*, unless the BLM or TLA requests otherwise, or if a new curation agreement is obtained for an alternative facility. Historic resources will be appropriately curated at the Museum of Utah (opening June 27, 2026). No more than 10 curation boxes will be required. A project record of all final deliverables will also be prepared for WCWCD, BLM, and TLA records.

SCHEDULE

In support of the Project, Eocene will proactively work with the WCWCD, BLM, and TLA to align deliverables and minimize redundancy. Eocene proposes a 32-month period of performance (May 5, 2026–December 31, 2027). The following schedule (**Table 2**) represents a preliminary draft schedule for meeting Project completion before the end of 2027; this schedule could be expedited with WCWCD and agency support and committed responsiveness. Eocene is not responsible for time lost due to inadvertent discoveries, government shutdowns, natural disasters, project design changes, or other unforeseen events.

TABLE 2 PRELIMINARY DRAFT SCHEDULE		
Task	Description	Timeline
Initiation	WCWCD issuance of NTP	-
Task 1	Project kickoff meeting	Within 15 days of NTP
	Develop Communication, Safety, and QA/QC Plans	Within 15 days of kickoff
	Develop project Work Plan	Within 60 days of kickoff
	Submit project-specific FWAs and ARPA permits	Within 30 days of Work Plan
	Optional: “field school” planning	Within 30 days of Work Plan
Task 2	Initial testing activities	Within 6 months of permit approvals
Task 3	Data recovery and alternative mitigation/testing	Within 6 months of permit approvals
Task 4	Laboratory analysis for collected materials	Within 3 months of Tasks 2 and 3 completions
Task 5	Prepared draft deliverables for BLM and TLA (2)	Within 3 months of Tasks 2 and 3 completions
	Prepare and submit final deliverables (assumes 45 days for agency review)	Within 15 days of draft approval
Task 6	Prepare of public materials (PowerPoint, brochure)	Within 60 days of final deliverables
	Preparation and installation of kiosk (BLM)	Within 3 months of final deliverables
Task 7	Organize and curate of all collected materials	Within 3 months of final deliverables
Close Out	Provide project record of all project deliverables and public materials, and complete final invoicing	Within 30 days of all task completion

COST ESTIMATE

The following cost summary and estimate (**Table 1**) is provided as time and materials on a not-to-exceed basis. See **Appendix A** for a detailed cost breakdown per task.

TABLE 1 COST SUMMARY FOR CULTURAL RESOURCES MITIGATION		
Task	Description	Cost
Task 1	Work Plan & Mobilization*	\$65,782.80
	<i>*Optional: Field School Coordination (cost is included in Task 1)</i>	<i>\$14,592.00</i>
Task 2	Testing	\$308,240.80
Task 3	Data Recovery	\$399,217.85
Task 4	Lab/Analysis	\$140,344.80
Task 5	Draft Report and Final Report	\$96,900.80
Task 6	Kiosk and Public Presentation Deck	\$58,724.00
Task 7	Curation	\$39,792.80
TOTAL COST ESTIMATE		\$1,109,003.85
*Note: this cost assumes the <i>Optional: Field School and Public Tours Coordination</i> effort is approved and that cost is included in the Task 1 total.		

APPENDIX A

DETAILED COST BREAKDOWN PER TASK



GRAND TOTAL	\$ 1,109,003.85
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**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

Consultant shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Consultant and all of Consultant's Sub-consultants shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Comprehensive general liability insurance :
 - 1. \$3,000,000 Aggregate
 - 2. \$1,000,000 Per Occurrence
- ii. Property Damage
 - 1. \$1,000,000
- iii. Professional Liability:
 - 1. \$3,000,000 Aggregate
 - 2. \$2,000,000 Per Occurrence

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, ii, and in the limits as listed in this document, unless approved in writing by the District.

D. VERIFICATION OF COVERAGE

Consultant and all of Consultant's Sub-Contractor's shall furnish District with certificates of insurance and with original endorsements effecting coverage required

by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

**WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
BOARD OF TRUSTEES**

**A RESOLUTION REMOVING THE RESTRICTION ON CERTAIN FUNDS IN THE
GENERAL FUND**

RESOLUTION No. 2026-05-04-02

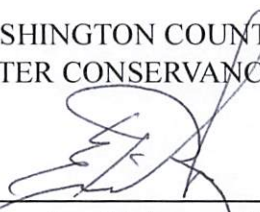
WHEREAS, on December 1, 2025, the Board of Trustees adopted a resolution restricting the excess fund balances in the General Fund as of December 31, 2025, for use in the Capital Facilities Fund; and

WHEREAS, the Board finds it necessary to remove the restriction for use in the Capital Facilities Fund on a portion of the funds in the amount of SEVENTEEN MILLION DOLLARS (\$17,000,000) for obligations the District anticipates it will presently incur;

NOW THEREFORE, the restriction on the portion of the excess fund balance in the General Fund in the amount of SEVENTEEN MILLION DOLLARS (\$17,000,000) that was imposed in the above-described resolution is hereby removed.

ADOPTED by the Board of Trustees this 4th day of May, 2026.

WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT



Ed Bowler, Chairman of the Board

ATTEST:



Mindy Mees, Secretary of the Board

VOTING:

Ed Bowler	Yea ☒	No ☐
Adam Bowler	Yea ☐	No ☐
Clark Fawcett	Yea ☒	No ☐
Victor Iverson	Yea ☐	No ☐
Michele Randall	Yea ☒	No ☐
Rick Rosenberg	Yea ☒	No ☐
Kress Staheli	Yea ☒	No ☐



May 4, 2026

Board of Trustees Meeting

Agenda

- **3:00 pm**
- Tour of Quail Creek Water Treatment Plant
- **6:00 pm**
- Water Supply Update
- Consider approval of Engagement Letter with NAI Excel
- Consider a resolution authorizing grant application for Reclamation's large-scale water recycling projects
- Consider approval of agreement with Eocene Environmental Group for cultural resource mitigation
- Consider a resolution removing the restriction on certain funds in the General Fund
- Consider approval of P-Card for Robert Lindsay
- Manager's report
- Request a closed session to discuss
 - purchase or lease of real property & water rights
- (Return to open session) Consider approval of purchase or lease of real property and water rights
- Consider approval of April 6, 2026, board meeting minutes

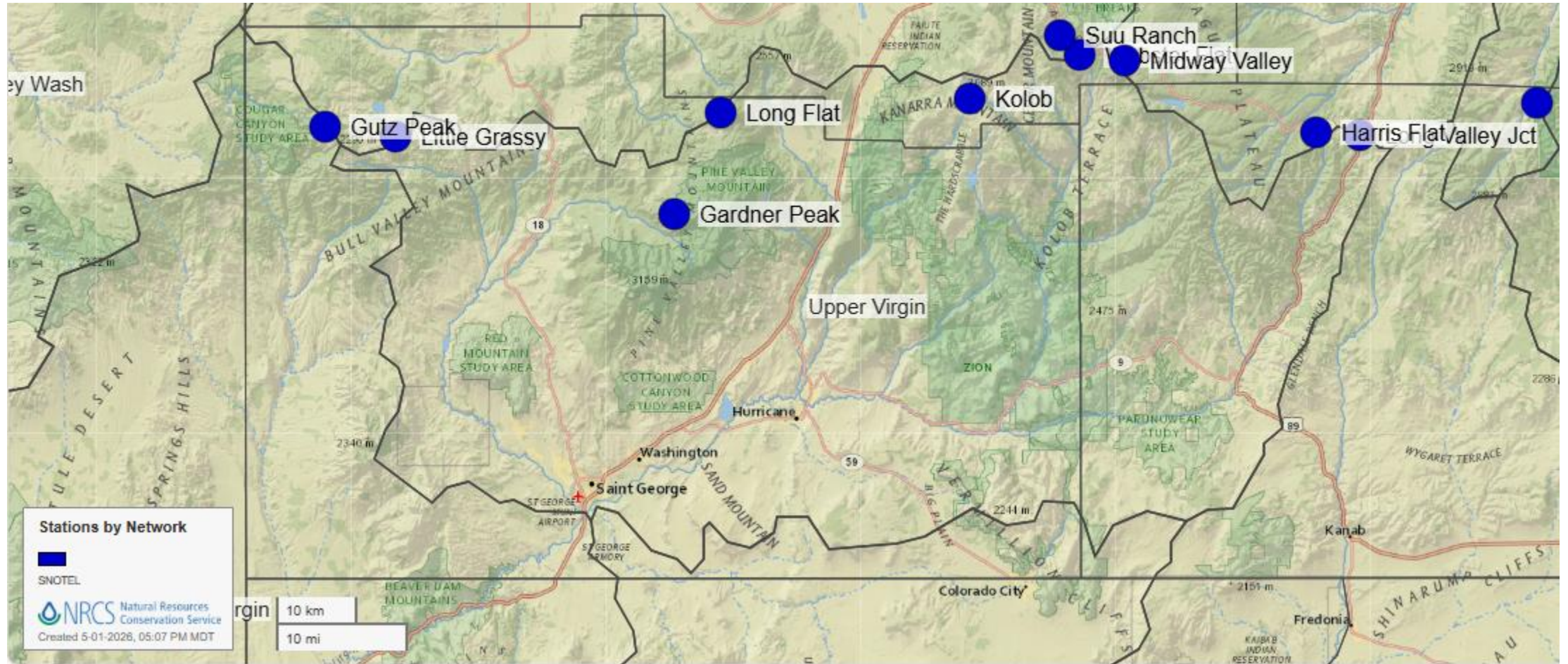


1. Water Supply Update

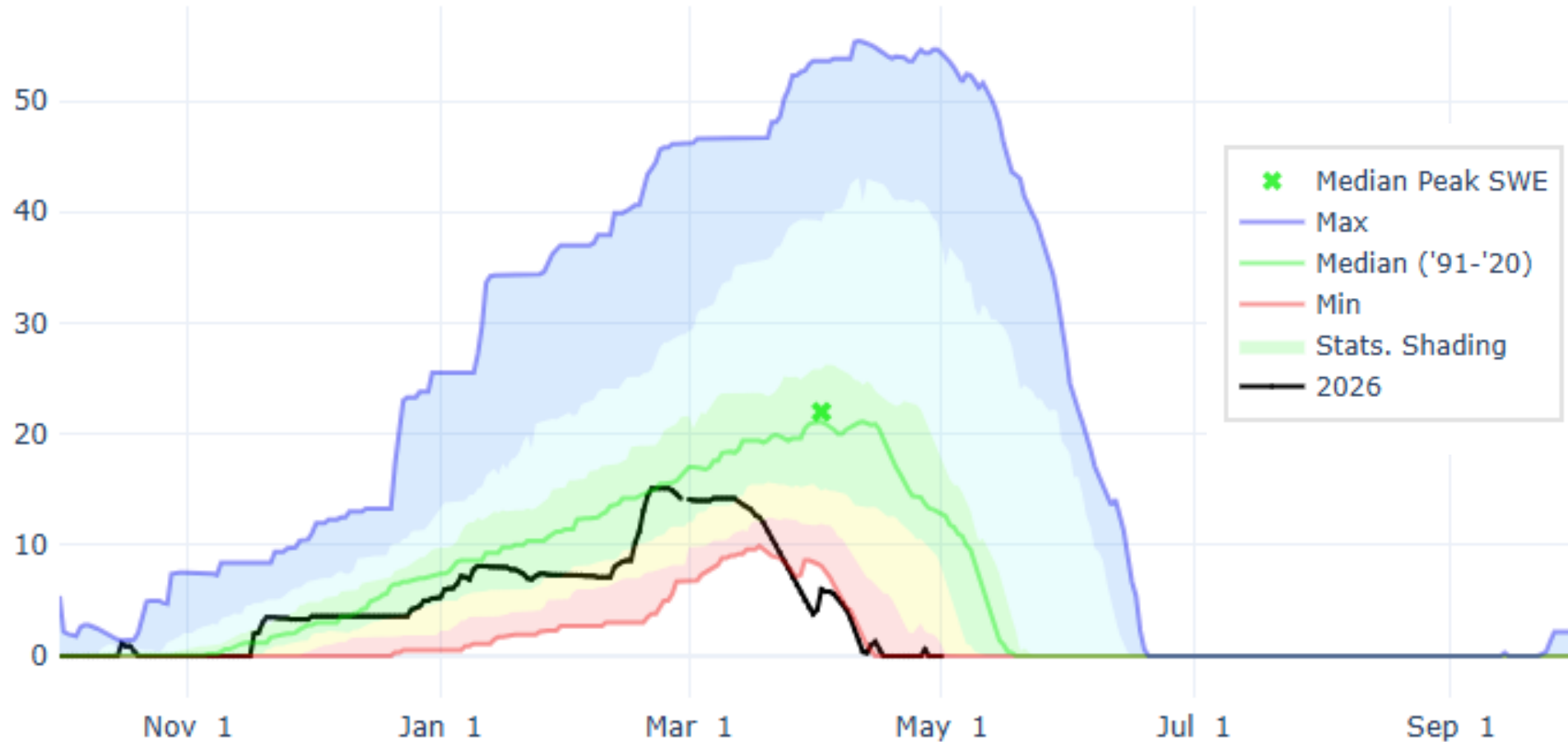
- Brie Thompson, WCWCD Associate General Manager
- For discussion



SNOTEL Sites



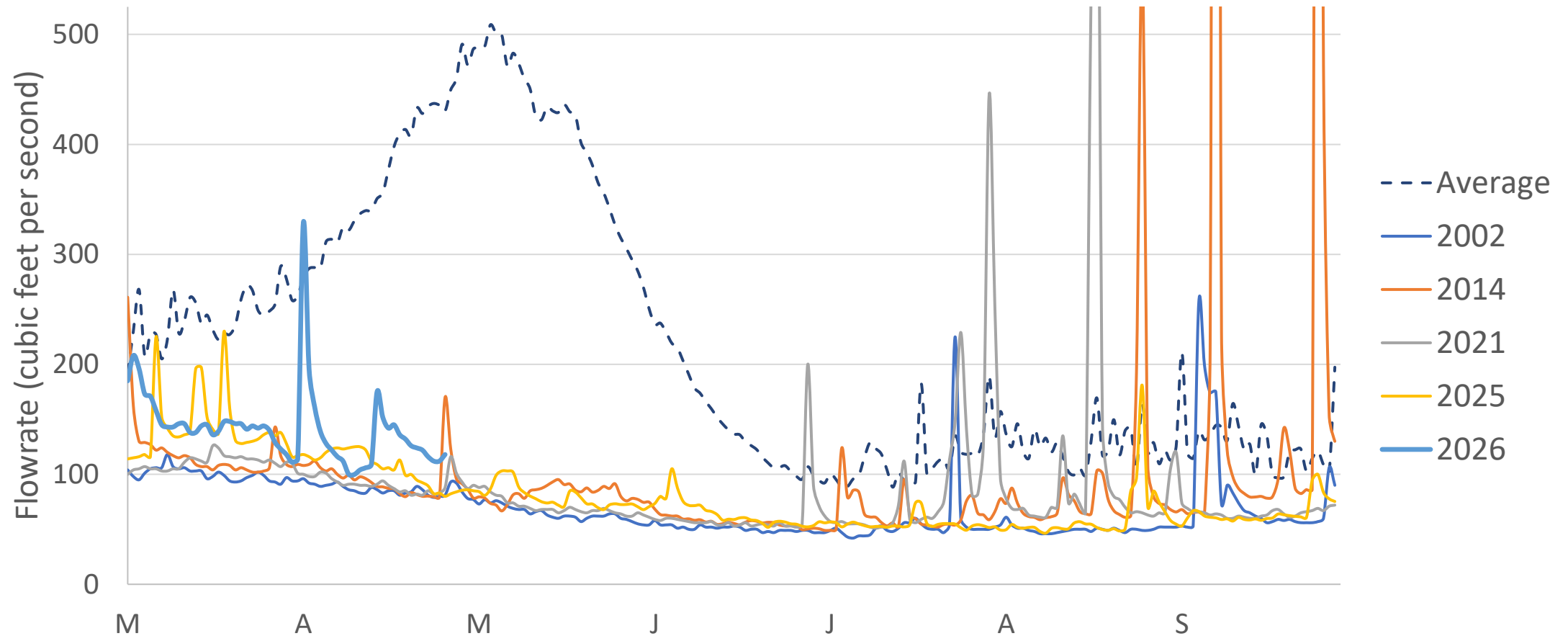
Snowpack near Kolob Reservoir



Kolob, UT NWCC site at www.nrcs.usda.gov



Virgin River at Virgin Low Runoff Years



USGS gage 09406000 at waterdata.usgs.gov



April through July 50% Forecasts



- **Virgin River at Virgin**

- 2025 Forecast – 22,000 acre-feet (39% of average)
- 2025 Actual – 18,400 acre-feet
- **2026 Forecast – 24,000 acre-feet (43% of average)**

- **Santa Clara River at Pine Valley**

- 2025 Forecast – 800 acre-feet (16% of average)
- 2025 Actual – 1,070 acre-feet
- **2026 Forecast – 2,200 acre-feet (44% of average)**



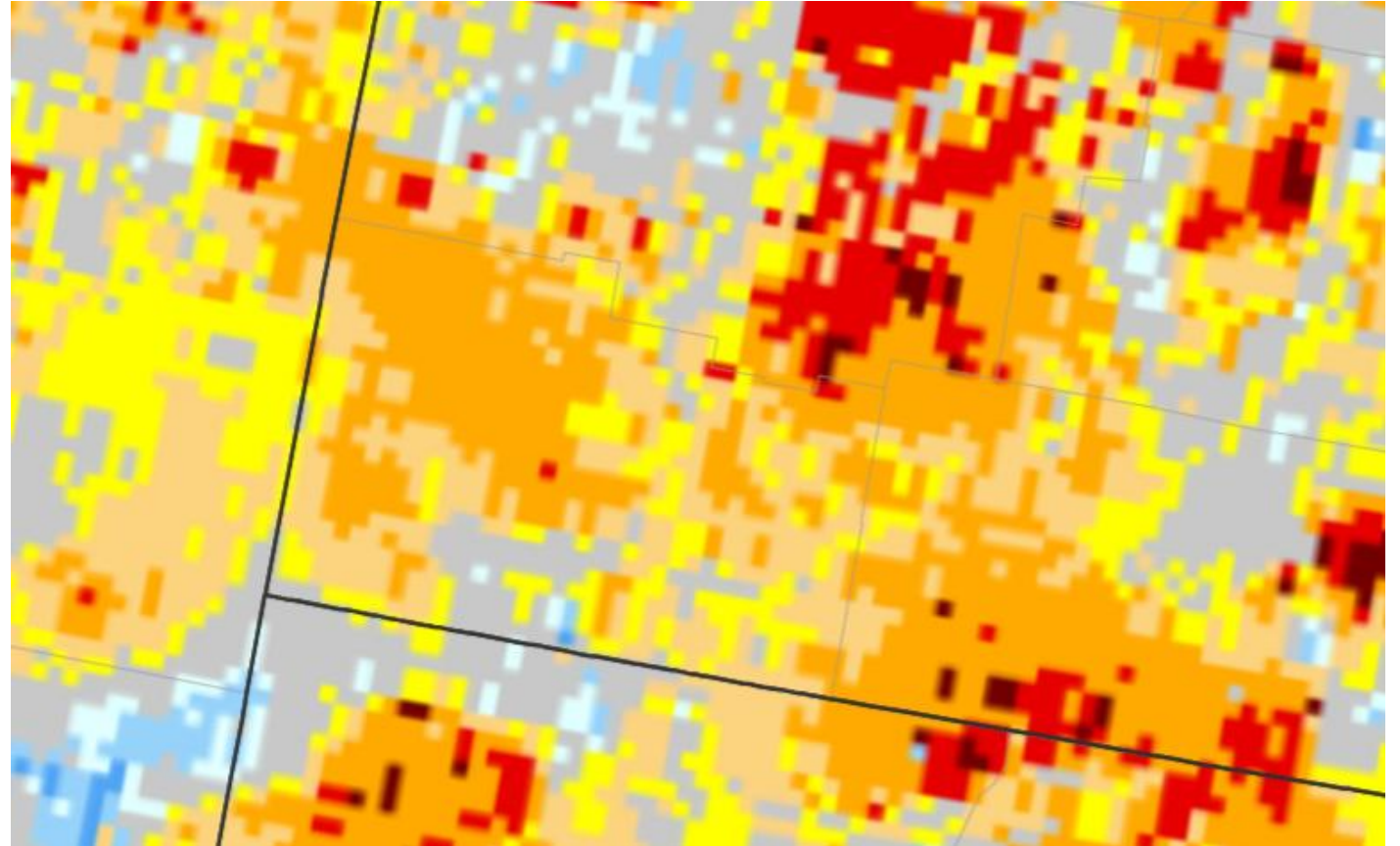
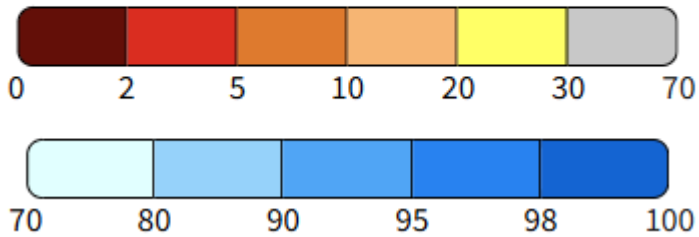
Soil Moisture

Red and orange hues indicate drier soils.

Blues indicate greater soil moisture.

Legend

0-100 cm Soil Moisture Percentile

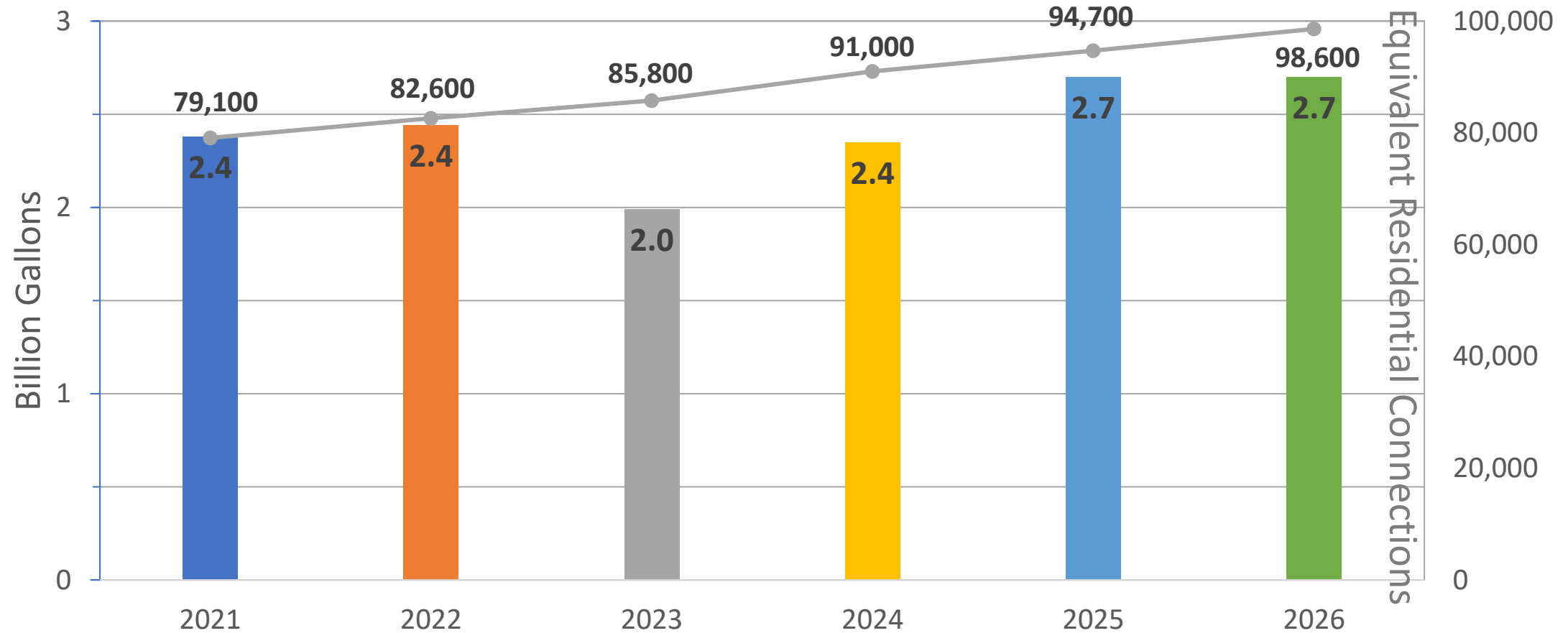


Source(s): NASA
Data Valid: 05/03/26

Drought.gov



Regional Potable Water Production

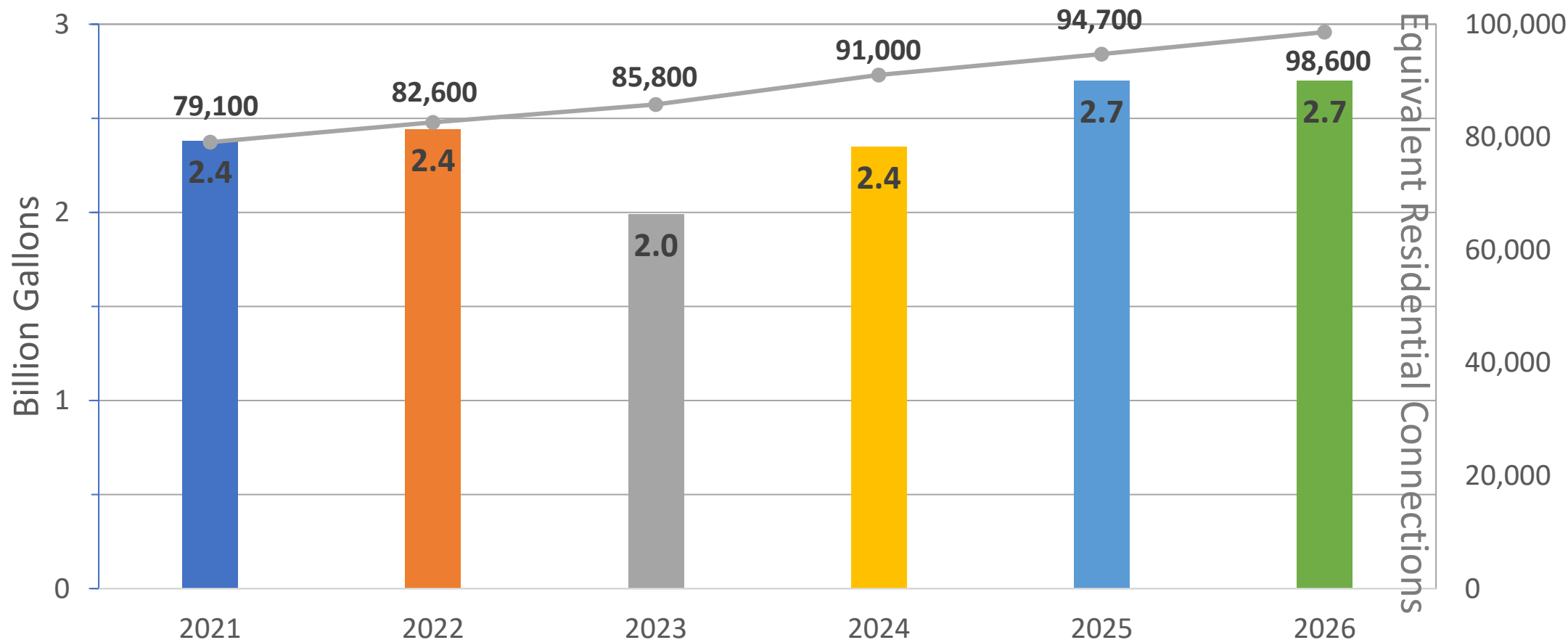


Year to date production of district and municipal partners January through March



Regional Potable Water Production

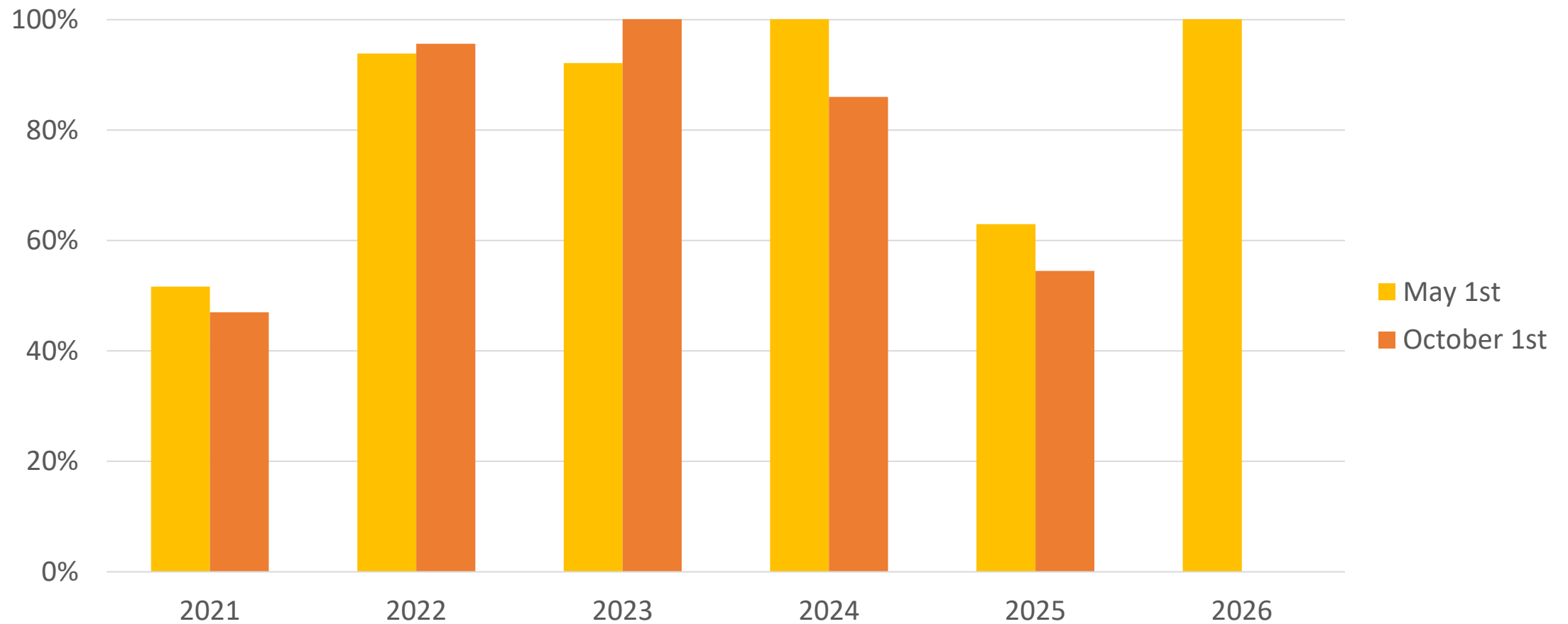
9% decrease
in use per ERC
comparing
2026 to 2021



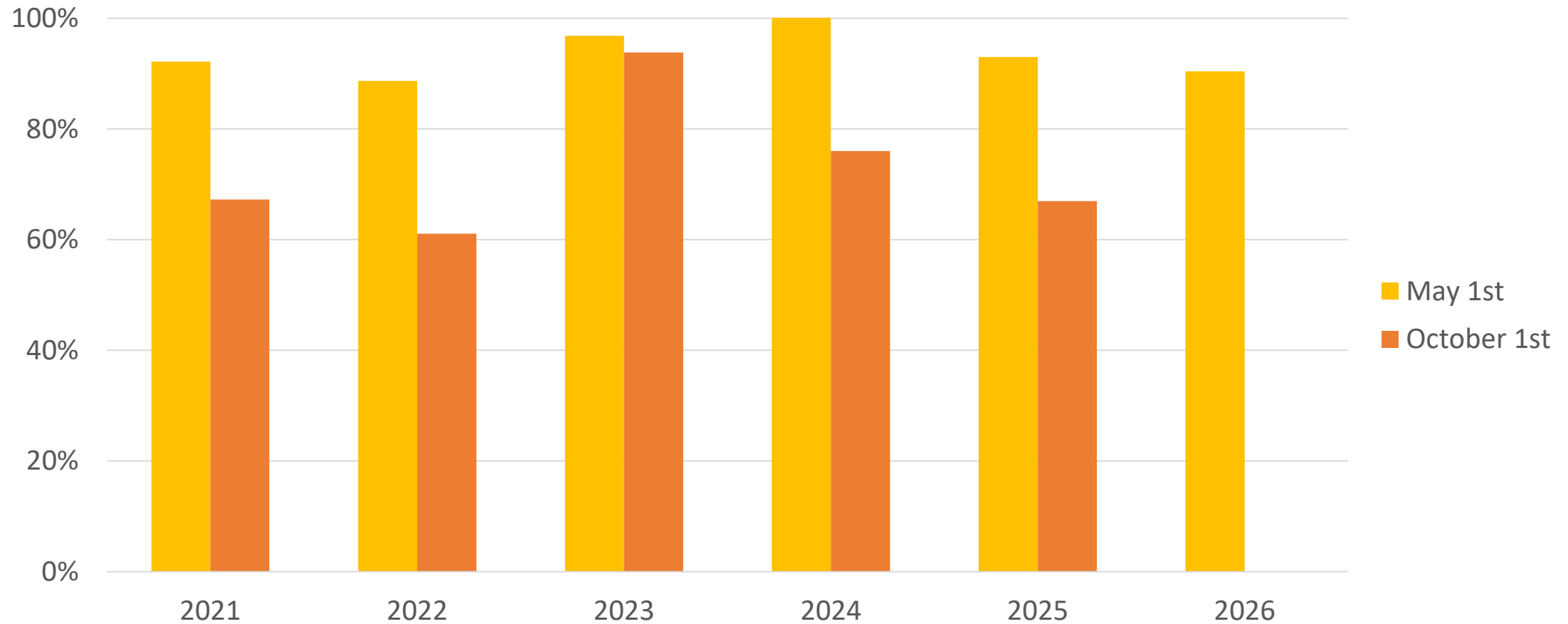
Year to date production of district and municipal partners January through March



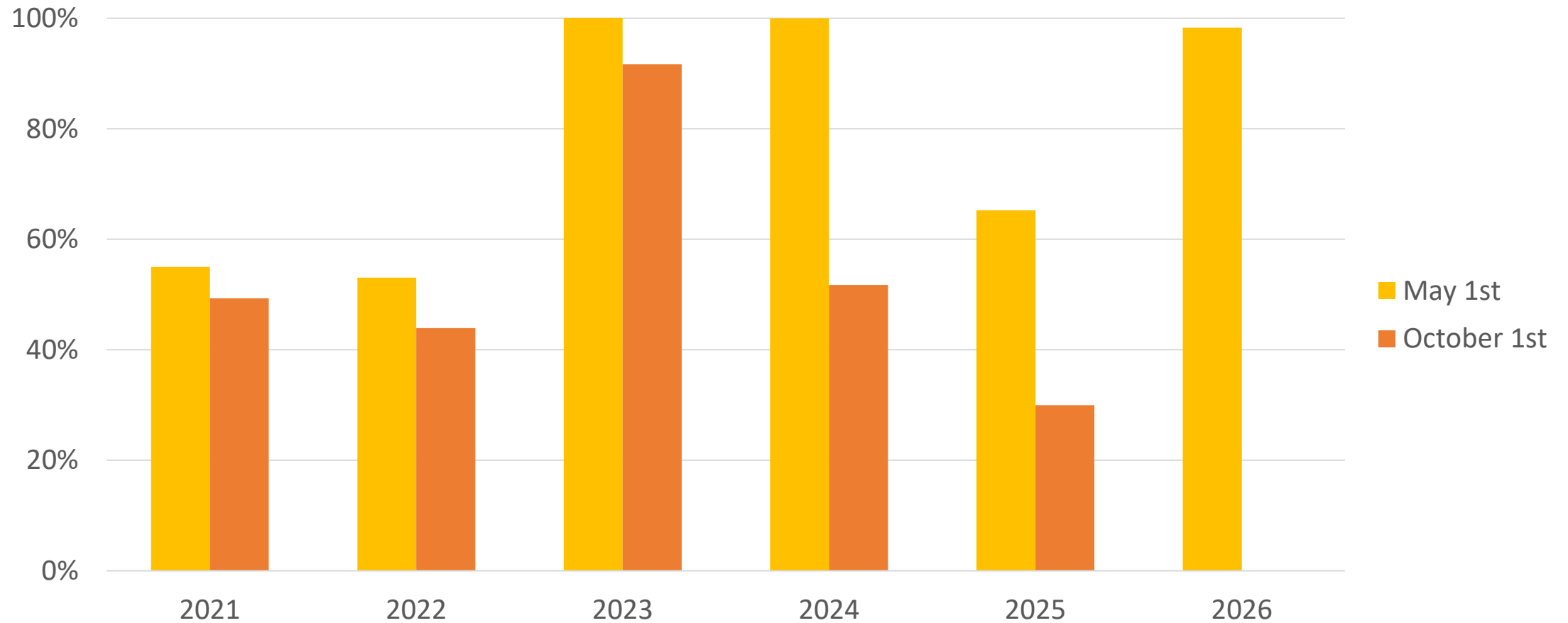
Kolob Reservoir



Sand Hollow & Quail Creek Reservoirs



Gunlock Reservoir



Item 1 - Summary

- Record early snowmelt shortened the reservoir refill window
- Spring runoff forecasts are less than 50% of average for both rivers
- Soil moisture in most of the county is drier than 80% of historical observations
- Water use per connection down 9% since 2021
- Kolob and Gunlock reservoirs recovered well; Sand Hollow & Quail Creek are slightly lower



2. Consider approval of Engagement Letter with NAI Excel

- Zach Renstrom, WCWCD General Manager
- For action





Sand Hallow State Parks



Legend

Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wild
- National Park Service
- Shivwits Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

Notes



6,018.7 0 3,009.33 6,018.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.





West of Sand Hallow



Legend

Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wild
- National Park Service
- Shoshone Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

Notes

3,009.3 0 1,504.66 3,009.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.



Item 2 - Recommendation

Move to approve the Engagement Letter with NAI Excel



3. Consider a resolution authorizing grant application for Reclamation's large-scale water recycling projects

- Morgan Drake, Reuse Program Manager
- For action



Large-Scale Water Recycling Projects Grant

- \$130 million available in funding
- Approximately 1 to 10 awards will be made
- 25% federal funding for planning, design, and construction activities
- Current funding:
 - \$1,083,513
 - \$20,539,640
- This application:
 - Approximately \$100,000,000



Item 3 - Recommendation

Move to approve resolution authorizing grant application for Reclamation's large-scale water recycling program.



4. Consider approval of agreement with Eocene Environmental Group for cultural resource mitigation

- Morgan Drake, Reuse Program Manager
- For action



RFP Review and Selection

- Review Process
 - 6 Proposals
 - Evaluation Committee
 - WCWCD, Utah TLA
 - Evaluation Criteria
 - Qualifications, Knowledge and Experience, Management Plan, Cost
- Selected Firm: Eocene Environmental Group



Scope of Work and Fee Proposal

- Implement Historic Properties Treatment Plans:
 - BLM Warner Valley Land Exchange Project
 - TLA Warner Valley Land Sale Project

TABLE 1 COST SUMMARY FOR CULTURAL RESOURCES MITIGATION		
Task	Description	Cost
Task 1	Work Plan & Mobilization*	\$65,782.80
	<i>*Optional: Field School Coordination (cost is included in Task 1)</i>	<i>\$14,592.00</i>
Task 2	Testing	\$308,240.80
Task 3	Data Recovery	\$399,217.85
Task 4	Lab/Analysis	\$140,344.80
Task 5	Draft Report and Final Report	\$96,900.80
Task 6	Kiosk and Public Presentation Deck	\$58,724.00
Task 7	Curation	\$39,792.80
TOTAL COST ESTIMATE		\$1,109,003.85



Item 4 - Recommendation

Move to approve agreement with Eocene Environmental Group for cultural resource mitigation for \$1,109,003.85.



5. Consider a resolution removing the restriction on certain funds in the General Fund

- Jodi Richins, WCWCD General Counsel
- Jacob Sullivan, WCWCD Treasurer & Finance Manager
- For action



Item 5 - Recommendation

Move to approve resolution removing the restriction on certain funds in the General Fund



6. Consider approval of P-Card for Robert Lindsay

- Zach Renstrom, WCWCD General Manager
- For action



Item 6 - Recommendation

Move to approve P-Card for Robert Lindsay



7. Manager's Report

- Zach Renstrom, WCWCD General Manager
- For discussion



Great Horned Owl Family



8. Request a closed session to discuss

- a. purchase or lease of real property
- b. water rights

- Morgan Drake, WCWCD Reuse Project Manager
- Nate Moses, WCWCD Water Resources Planning Engineer
- For discussion



9. (Return to open session) Consider approval of purchase or lease of real property and water rights

- Morgan Drake, WCWCD Reuse Project Manager
- Nate Moses, WCWCD Water Resources Planning Engineer
- For action



Item 9 - Recommendation

Move to approve purchase or lease of real property and water rights as discussed in the closed session



10. Consider approval of April 6, 2026, board meeting minutes

- Ed Bowler WCWCD Chairman
- For action



Item 10 - Recommendation

Move to approve April 6, 2026, board meeting minutes



Thank you for participating in this board meeting



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