



BOARD OF TRUSTEES PUBLIC MEETING

Meeting date: March 1, 2023
Time: 6 p.m.
Location: 533 E. Waterworks Dr., St. George, UT 84770
Participants: Board members including Ed Bowler, Kress Staheli, Chris Hart, Victor Iverson, Kevin Tervort, Adam Bowler. Michele Randall was on the phone. District staff including Zach Renstrom, general manager; Mindy Mees, secretary; Jodi Richins, general counsel; Morgan Drake, attorney; Brie Thompson and Corey Cram, associate general managers. Other meeting attendees are noted on the attached sign-in sheet.

Consider approval of P-Card for new employee Rocky Beatty

General Manager Zach Renstrom explained that the District has a new employee at the treatment plant whose duties require occasional purchases on behalf of the District. The District's policy requires Board Approval for the issuance of purchasing cards to an employee. Mr. Renstrom requested the Board approve a p-card for new employee Rocky Beatty.

Chris Hart made a motion to approve P-Card for Rocky Beatty, the motion was seconded by Kevin Tervort, and all voted aye.

Discussion on purchasing water shares from St. George Washington Canal Company

General Manager Renstrom informed the Board that a shareholder of the St. George Washington Canal Company has offered to sell a portion of their shares to the District for \$8,500.00 share. The seller has received a purchase offer from another buyer for that price, but would prefer to sell to the District. The offer price is more than the District has previously paid, but the District can use the water as part of the reuse system. Mr. Renstrom recommended purchasing the shares at the offered price.

Chris Hart made a motion to approve the purchase of St. George Washington Canal shares for \$8,500.00, the motion was seconded by Victor Iverson, and all voted aye.

Consider approval of a resolution approving an interlocal agreement for the Washington City Industrial Community Reinvestment Project Area

Board member Kress Staheli, who is also Mayor of Washington City, introduced the Board to the Washington City Industrial Community Reinvestment Project that Washington City has been working on for the last 15 months. The purpose of the project is to bring significant economic benefit to Southern Utah and its residents. The project effects 276 acres located by the Southern Parkway and the St. George Regional Airport. The city has been working on the project with Freeport West, a privately owned company that's been developing, leasing, and managing commercial real estate since 1963. The company has multiple properties throughout Utah, California, Nevada, and Arizona. According to Mayor Staheli, Freeport West is a very well-known, respected, and capitalized company that is ready to invest just under \$400 million.

Mayor Staheli reported that the annual tax revenue collected by the District for undeveloped unimproved land is currently around \$1.00 per year, which is not much in terms of property tax. With a \$387 million capital build out for 15 years the District's property tax revenue is projected to be just over \$52,000 in today's dollars. The redevelopment agency asks that 25% be retained by the taxing entities and that the balance of 75% over 20 years goes to the redevelopment agency to fund the infrastructure for this currently undeveloped area. After 20 years the estimated annual property tax revenue in today's dollars would be over \$210,000 per year.

Mayor Staheli reported that Washington City has met with the Washington County School District, the Mosquito Abatement District, and Washington County, each of which voted unanimously to support the project.

Board member Chris Hart commented that the industrial use proposed by this project would generally be low water use and would not put much of a burden on the District. However, Mayor Hart recommended that the District condition its approval of the project on the requirement that no high-water use facilities be allowed in the industrial park.

Chair Bowler asked for Mr. Renstrom's opinion. Mr. Renstrom explained that any facilities constructed in the industrial park would still be subject to applicable impact fees.

The board discussed what constitutes "high-water use." Mayor Hart emphasized that the Board's support of the project is conditioned on Washington City agreeing to monitor any use that comes in to make sure that it is not a manufacturer consuming an inordinate amount of water.

Adam Bowler made a motion to approve the resolution approving an interlocal agreement for Washington City industrial community reinvestment project area, with the provision that Washington City Redevelopment Agency vets the types of projects to eliminate projects with the potential for excessive water use. The motion was seconded by Chris Hart. A roll call vote was taken as follows:

Victor Iverson	Yes
Kress Staheli	Yes
Chris Hart	Yes
Adam Bowler	Yes
Ed Bowler	Yes
Kevin Tervort	Yes
Michele Randall	Yes

Consider approval of a resolution authorizing submission for Federal Funding under Reclamation's Water Recycling and Desalination Planning

Water District attorney Morgan Drake informed the Board that it had previously authorized the District to apply for funding for the District's proposed regional reuse system under the Bureau of Reclamation's Title 16 program for new large scale recycling systems. The application for funding is split into categories for planning, preliminary design, environmental compliance, and construction. The district has applied for planning funding and is seeking \$1.4 million from the Bureau of Reclamation, with a 75% local cost share. The resolution authorizes the District to enter into an agreement with Reclamation setting forth deadlines and committing to the cost-share if the District receives funds.

Because of Reclamation's short application deadline, the District submitted the application earlier this week. But Reclamation allows the applicant to obtain and submit authorizing resolutions after-the-fact.

General Manager Renstrom said that this is a standard process when pursuing federal grants. If the District is awarded funds and begins spending money, the staff will bring it to the Board for approval. Mr. Renstrom recommended approving the resolution.

Mayor Hart commented that this is the first of several grant funding opportunities that the District will be pursuing. Mr. Renstrom confirmed that the District is aggressively pursuing several opportunities to obtain significant funding for the reuse system. Ms. Drake reported that the Board will likely see a request for authorization to submit a grant application for construction funding for the reuse system within the next few months.

Kevin Tervort made a motion to approve the resolution authorizing submission for federal funding under Reclamation's water recycling and desalination planning grant. The motion was seconded by Victor Iverson. A roll call vote was taken as follows:

Victor Iverson	Yes
Kress Staheli	Yes
Chris Hart	Yes
Adam Bowler	Yes
Ed Bowler	Yes
Kevin Tervort	Yes
Michele Randall	Yes

Consider approval of land swap transaction with Arcadian Infracom and exception for selling property

Water District attorney Morgan Drake reported that Arcadian Infracom is a private utility company that is planning to build a long-haul fiber optic cable network between Phoenix and Salt Lake City. The route follows a large portion of the western end of the Lake Powell Pipeline (LPP) alignment. Arcadian is offering the District 100 gigabytes per second of broadband service for 10 years upon completion of the LPP in exchange for 1 acre of District property adjacent to the Garkane substation near Cockscomb. The benefit to the District is greater than the value of the land not only because of the value of the broadband, but also because Arcadian has agreed to cooperate with resolving alignment issues between their project and LPP. Arcadian will cooperate in designing the alignment and will physically move their pipelines if necessary, after construction, which traditionally would be the responsibility of LPP if it were constructed later.

General Manager Renstrom said that Arcadian is installing the fiber optic cable pursuant to a federal program to provide high-speed internet to underserved communities. Kane County, the Kaibab Tribe, and Page, Arizona will benefit from the project. The District wants to be a good neighbor and facilitate the project.

Attorney Drake reported that the deed will include a reverter clause returning the land to the District in the event Arcadian does not complete the project.

Victor Iverson made a motion to approve the trade of 1 acre of District property for the redundant broadband service for 10 years on completion of LPP and to make an exception to the District's policy for selling property, the motion was seconded by Adam Bowler, and all voted aye.

Consider approval of bid for 60" Double Eccentric Butterfly Valve

General Manager Renstrom stated that the District is looking at new design and the item has been pulled from the agenda.

Consider approval of bid for the Leeds Pipeline Replacement materials

General Manager Renstrom said that the Board previously awarded a bid to Mountainland Supply for 24" ductile iron pipe for the Leeds Pipeline replacement project. However, the items that Mountainland has submitted to be supplied do not meet the specifications of the bid documents and are non-conforming. The District has attempted to resolve the issues, but Mountainland has been difficult to work with. Mr. Renstrom discussed the matter with Mountainland's representative for the Utah area, who proposed resolving the issue by increasing Mountainland's bid by approximately \$500,000. However, Mr. Renstrom does not feel that it is appropriate to bid low and make the difference up in changes. Mr. Renstrom said he believes that his discussions with Mountainland's Utah area representative have helped improve the relationship between Mountainland and the District for the future, but to protect the bid process, Mr. Renstrom recommends rejecting

Mountainland's bid and awarding the contract to Ferguson. Ferguson submitted the correct documents and is ready to perform.

Kress Staheli made a motion that the District reject the bid from Mountainland Supply and award the contract for procurement of materials for the Leeds pipeline replacement project to Ferguson in the amount of \$5,038,211.02. The motion was seconded by Chris Hart, and all voted aye.

Consider approval of MOU for the Toquerville-Anderson Junction pipeline

General Manager Renstrom reported that the District is currently installing the Ash Creek pipeline through Anderson Junction. Toquerville City wants to replace some of its water lines in the same area at the same time. The city has requested that the District perform the work for the City while the District is installing the District's pipeline and is already tearing up the roads. Toquerville City will reimburse the District for the District's costs on the City's behalf, but it will still cost Toquerville City less than doing it themselves. Mr. Renstrom stated that it is a good project that will help Toquerville City at no cost to the District and recommended that the Board approve the MOU.

Associate General Manager Corey Cram reported that the Toquerville City Council has already appropriated funds to pay for Toquerville City's portion of the costs.

Victor Iverson made a motion to approve the MOU between the District and Toquerville City to allow Toquerville City to extend their water lines as part of the district's contract with Howard & Rees. The motion was seconded by Kevin Tervort, and all voted aye.

Consider approval of bid for telehandler

General Manager Renstrom reported that the District has been renting a telehandler forklift weekly and decided it would be best to purchase one. We put it out for bid and only received one back. Wheeler Machinery submitted the bid for \$227,900.00. Mr. Renstrom reported that money for the equipment is in the approved budget and recommended the Board authorize the purchase.

Kevin Tervort made a motion to approve the bid for the telehandler for \$227,900 from Wheeler Machinery, the motion was seconded by Adam Bowler, and all voted aye.

Consider approval of bid for mini excavator

General Manager Renstrom reported that the District solicited bids for a mini excavator. The District uses a mini excavator extensively. The District received one bid back from Wheeler Machinery in the amount of \$126,470.00. Mr. Renstrom recommended that the Board approve the purchase of the mini excavator.

Associate General Manager Brie Thompson reported that staff solicited bids from other prominent vendors of similar equipment, but received only one bid.

Chris Hart made a motion to approve the bid for the mini excavator for \$126,470. The motion was seconded by Victor Iverson, and all voted aye.

Project Status report

Ash Creek: Associate General Manager Corey Cram reported that Harward & Rees is working diligently but have been shut down the past week due to weather. They are working their way through Anderson junction and dealing with a lot of utilities. Once they get farther up the road, they will be doing less utilities and more rock. The District is pleased with their progress.

Toquer Reservoir: Mr. Cram said that the independent review team met to review the dam design. They came into the meeting having reviewed all the plans and the reports to date and asked lots of good questions. They toured the dam site with the abutments and spillway locations.

Cottam Tank: Mr. Cram said that the base, walls, and roof are done, and workers will be starting to cable wrap around the tank which will create a tight water storage tank. The District is pleased with the design. Workers will soon finish the civil work with the pipes and put the stairs and rails on.

Manager's report

General Manager Renstrom reported that there has been a lot of interest in the news about the area's snowstorms. Up at Kolob there is a lot of snow piling up. The District has a 6-foot fence around one of the Kolob wells that is completely covered by snow. There is also a pole that is seven feet tall that is covered as well. There is a lot of moisture in the soil so the snowmelt will run off. Mr. Renstrom estimates that there is about 30 inches of water in the snow. The snow water equivalent is about 200% of average so far this year. Sand Hollow Reservoir is about 80% full and Quail Creek Reservoir is about 60% full. Mr. Renstrom believes that all our reservoirs will fill this year.

Public Comment

Karen Goodfellow with Conserve Southwest Utah asked about the implementation of the excess surcharge for new construction and whether cities must adopt the surcharge. Mr. Renstrom responded that the District is currently working with the cities right now to resolve that question. Mr. Renstrom explained that if the excessive water use surcharge does not take effect, the alternative will be an increase in impact fees of about \$6,000.

Michael Cook asked about the status of the District's proposed will-serve letter policy. Mr. Renstrom said that the District would like to begin offering will-serve letters immediately, but the District's ability to offer will-serve letters depends on finalizing the level of service

delivered to each city. Mayor Hart explained that some cities have not yet finalized the steps to assure the reduced level of service necessary to support the issuance of will-serve letters. The District and the cities are continuing to work on this issue.

Request for a closed session to discuss litigation and purchase of real Property.

Chris Hart made a motion to adjourn the public meeting and go to a closed session to discuss litigation and the purchase of real property, the motion was seconded by Adam Bowler. A roll call vote was taken as follows:

<i>Victor Iverson</i>	<i>Yes</i>
<i>Kress Staheli</i>	<i>Yes</i>
<i>Chris Hart</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Ed Bowler</i>	<i>Yes</i>
<i>Kevin Tervort</i>	<i>Yes</i>
<i>Michele Randall</i>	<i>Yes</i>


Chair Bowler stated that two-thirds of our board members were present, and the purpose of the closed meeting is to discuss litigation and purchase of real property. The closed session is at the WCWCD office in St. George Utah.

Chris Hart made a motion to go back to public meeting, the motion was seconded by Kevin Tervort.

Consider approval of the February 1, 2023, board meeting minutes

Victor Iverson made a motion to approve the Board of Trustee meeting minutes for the February 1, 2023, board meeting, the motion was seconded by Kress Staheli, and all voted aye.

The meeting was adjourned upon motion.


Secretary



February 3, 2023

Washington County Water Conservancy District
Attn: Board of Trustees
533 E Waterworks Drive
St. George, UT 84770

Board of Trustees,

We are writing to respectfully seek your support of a community reinvestment area in Washington City. As you may be aware, this is the first time Washington City has made such a request, and we believe it is an opportunity for the District to partner on a project that has been thoroughly vetted and endorsed by the Utah Taxpayers Association.

This community reinvestment area will bring significant economic benefit to Southern Utah and its residents, including new jobs, increased tax revenue, and improved infrastructure. We are confident that this project will have a positive impact on the community, and your support will be a key factor in making it a success.

We are asking to formally present this item to the Board of Trustees as an agenda item at the March 1st, 2023 Board Meeting. We would be happy to provide staff with additional information about the project and answer any questions beforehand if desired.

Sincerely,

Kress Staheli
Washington City Mayor

Jeremy Redd
Washington City Manager

Rusty Hughes
Washington City Economic Development
Director

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

RESOLUTION _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR WASHINGTON CITY INDUSTRIAL COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “**Act**”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Washington City Redevelopment Agency (the “**Agency**”) and the Washington County Water Conservancy District (the “**District**”) are “public agencies” for purposes of the Act; and

WHEREAS the Agency has adopted, or is in the process of adopting, a Project Area Plan and Budget (the “**Plan**” and “**Budget**”) for the Washington City Industrial Community Reinvestment Project Area (the “**Project Area**”); and

WHEREAS after careful analysis and consideration of relevant information, the District desires to enter into an interlocal agreement with the Agency (the “**Interlocal Agreement**”) whereby the District consents to the Agency receiving for an extended period of time a portion of the tax increment produced by the District’s levy on real and personal property within the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT AS FOLLOWS:

1. The Interlocal Agreement for the Project Area, substantially in the form attached hereto as **EXHIBIT A**, is approved and shall be executed by the District.
2. The Chair shall make such additions, changes, and emendations as the Chair deems necessary prior to the execution of the Interlocal Agreement.
3. Pursuant to Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the District for review and approval as to form and legality.

4. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a copy thereof shall be filed immediately with the keeper of records of the District.

5. The Interlocal Agreement shall be effective on the date of publication of the notice required by Section 17C-5-205, Utah Code; such notice shall be published by the Agency on behalf of each Taxing Entity according to the terms of the Interlocal Agreement.

6. This Resolution shall take effect upon adoption.

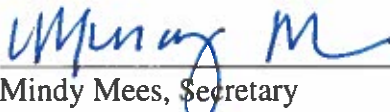
APPROVED AND ADOPTED on the 1st day of March 2023.

**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>X</u>	No <u> </u>
Chris Hart	Yea <u>X</u>	No <u> </u>
Victor Iverson	Yea <u>X</u>	No <u> </u>
Michele Randall	Yea <u>X</u>	No <u> </u>
Kress Staheli	Yea <u>X</u>	No <u> </u>
Kevin Tervort	Yea <u>X</u>	No <u> </u>

EXHIBIT A

INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT by and between the WASHINGTON
CITY REDEVELOPMENT AGENCY and
the WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
for the WASHINGTON CITY INDUSTRIAL COMMUNITY
REINVESTMENT PROJECT AREA**

THIS INTERLOCAL AGREEMENT is entered into as of the 1 day of March, 2023, by and between the **WASHINGTON CITY REDEVELOPMENT AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and the **WASHINGTON COUNTY WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the “**Taxing Entity**”). The Agency and the Taxing Entity shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct urban renewal, economic development, community development, and community reinvestment activities within Washington City, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the Washington City Industrial Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan for the Project Area (the “**Project Area Plan**”) on _____, 2023, which is incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for desirable development within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(61) (hereinafter “**Tax Increment**”)), created by development within the Project Area to encourage desirable development within the Project Area; and

E. WHEREAS UCA § 17C-5-204(3) authorizes the Taxing Entity to consent to the payment to the Agency of all or a portion of the Taxing Entity’s share of Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

G. WHEREAS in order to facilitate development of the Project Area, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity's share of Tax Increment generated by development within the Project Area in accordance with the terms of this Agreement; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Taxing Entity's Consent.

a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid seventy five percent (75%) of the Taxing Entity's share of the Tax Increment from the Project Area (the "**Taxing Entity's Share**") for twenty (20) consecutive years. The Agency shall be paid Tax Increment for periods beginning on January 1, 2025.

b. The Taxing Entity's Share shall be used for the purposes set forth in the Act as reflected herein and in the Project Area Documents and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be value of all taxable property within the Project Area as last equalized prior to the date of this Agreement, which taxable value is subject to adjustment as required by law.

c. All centrally-assessed property existing within the Project Area as of the date of this Agreement, if any, shall be excluded from the calculation of Tax Increment under this Agreement. However, any new centrally assessed property constructed within the Project Area in connection with the Project shall be considered as new incremental value for purposes of calculating Tax Increment pursuant to this Agreement.

d. The Taxing Entity hereby authorizes and directs Washington County to pay directly to the Agency the Taxing Entity's Share in accordance with UCA § 17C-5-206 for the period described herein.

e. Of the amounts received by the Agency, the Agency may retain ten percent (10%) of the total Taxing Entity's Share each year to be used as described in UCA § 17C-5-307(3).

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to the payment of any of the components of the development within the Project Area and related purposes, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

3. **Return of Tax Increment to the Taxing Entity.** If the Agency, in its sole discretion, is unable to utilize the full amount of the Taxing Entity's Share for the uses authorized in Section 2, above, then the Agency shall return to the Taxing Entity that portion of that Taxing Entity's Share that the Agency is unable to utilize.

4. **Consent to Project Area Budget.** As required by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget adopted by the Agency on _____ for the Project Area. The Project Area Budget is incorporated herein by this reference.

5. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

6. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

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

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-205 of the Act and shall continue through the date on which all of each Taxing Entity's Share has been paid to and disbursed by the Agency as provided herein.

f. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. **Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

10. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

11. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

12. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

13. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

15. **Incorporation of Exhibits.** Any exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

ENTERED into as of the day and year first above written.

[Remainder of page intentionally left blank; signature pages to follow]

Agency:

**WASHINGTON CITY REDEVELOPMENT
AGENCY**

By: _____
Kress Staheli, Chair

ATTEST:

Tara Pentz, Secretary

Attorney Review of Interlocal Agreement:

The undersigned, an attorney licensed to practice in the State of Utah, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Adam S. Long

[Signatures continue]

[ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT]

Taxing Entity:

**WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

By: _____
Zach Renstrom, General Manager

ATTEST:

Mindy Mees, Secretary

Please support Washington City's New Industrial Park

Project Description:

The project is located next to highway 7 (southern parkway) and the St George Airport, Washington City, Utah. Freeport West Industrial Properties ("Freeport West") is looking to bring a world class industrial park to the Washington County area. This Park will consist of approximately 5.0 million square feet of industrial distribution space located on approximately 280 acres.

Who is Freeport West:

Founded in 1963, Freeport West has been developing, leasing, and managing commercial real estate for over 60 years and is the largest industrial developer in the State of Utah. It is an owner-controlled organization that allows its management team to make quick decisions based on tenant acquisition and retention needs. It takes pride in developing properties in areas that it believes are favorable to good business for the companies who lease from Freeport West.

How does this development benefit Washington County School District:

The development project is designed for 100% industrial use and will not have any housing component incorporated into the project. The development will create jobs in Washington City with no negative impact on the Washington County Water Conservancy District. In fact, the district will have a direct benefit from the following:

- The property will be removed from the greenbelt status; and it will increase the tax revenue on the land by more than 2000%
- Warehouse/fulfillment is a low water use product
- Freeport West's development will be subject to Washington City's water conservation landscape standards

When will Freeport West start?

Once approved, Freeport West will begin the construction process by breaking ground on approximately 150,000 square feet.

What will this incentive go towards?

Freeport West intends to only use the incentive towards infrastructure costs associated with developing this native ground. The project requires site stabilization, road construction, sewer, water, telecom, gas and electrical. The "pioneering" of these improvements will also pave the way for future development in the area.

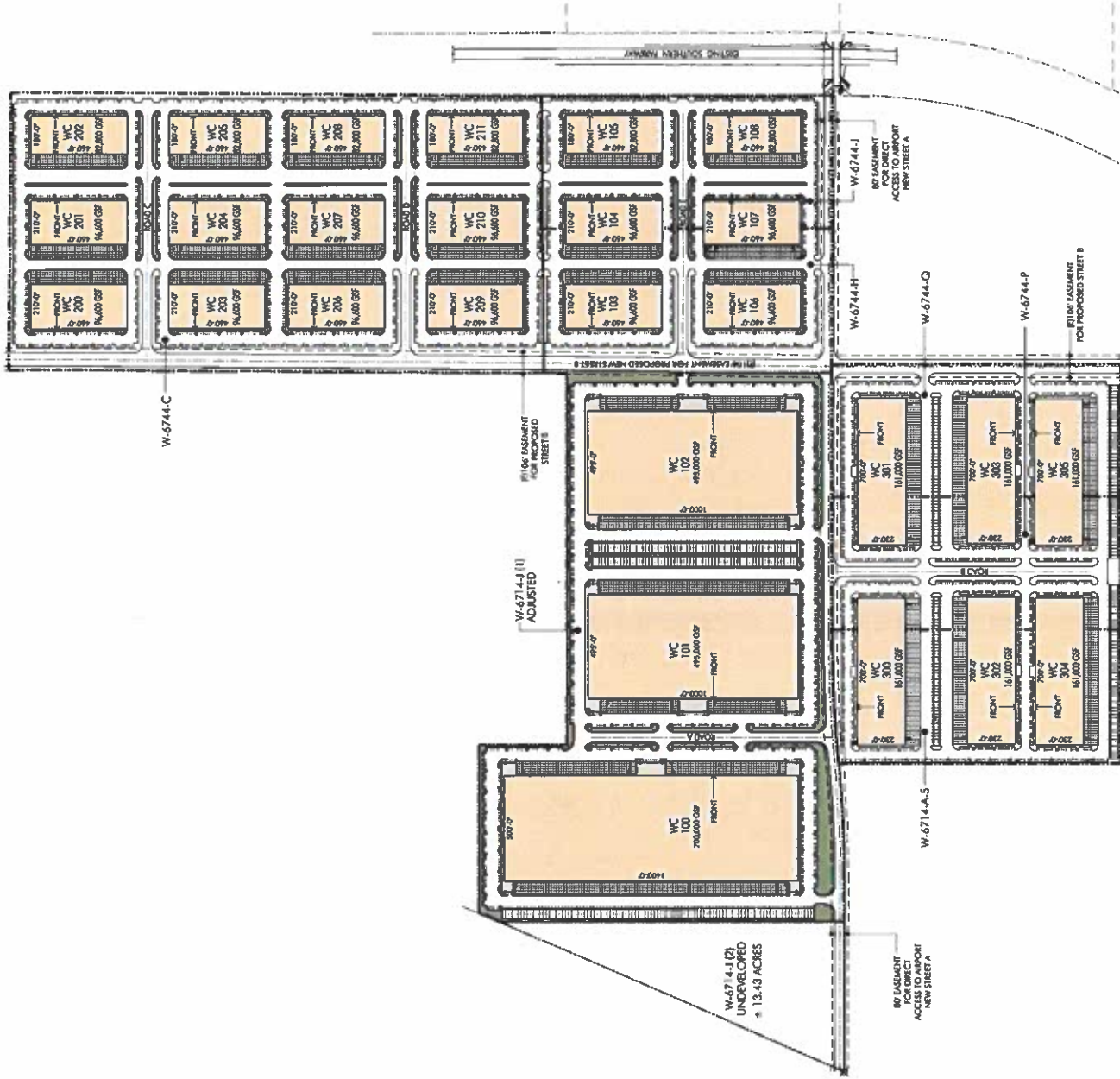
For these reasons, Freeport West respectfully asks that Washington County Water Conservancy District participate in the CRA.

VICINITY MAP



PROJECT RESUME

• SITE	
• W-6714.1 (1) ADJUSTED	±86.08 ACRES
• W-6714.3	±20.00 ACRES
• W-6744-C	±77.00 ACRES
• W-6744-H	±20.42 ACRES
• W-6744-J	±20.00 ACRES
• W-6744-P	±20.00 ACRES
• W-6744-Q	±20.00 ACRES
• TOTAL	±263.50 ACRES
• W-6714.1 (2) UNDEVELOPED	±13.43 ACRES
• TOTAL	±276.93 ACRES
• BUILDING TO SITE COVERAGE RATIO	37.57 %
• BASED ON ±263.50 ACRES	
• BUILDING AREA	
• WC-100	700,000 GSF
• WC-101	495,000 GSF
• WC-102	495,000 GSF
• WC-103	96,600 GSF
• WC-104	96,600 GSF
• WC-105	82,800 GSF
• WC-106	96,600 GSF
• WC-107	96,600 GSF
• WC-108	82,800 GSF
• WC-200	96,600 GSF
• WC-201	96,600 GSF
• WC-202	96,600 GSF
• WC-203	96,600 GSF
• WC-204	96,600 GSF
• WC-205	82,800 GSF
• WC-206	96,600 GSF
• WC-207	96,600 GSF
• WC-208	82,800 GSF
• WC-209	96,600 GSF
• WC-210	96,600 GSF
• WC-211	82,800 GSF
• WC-300	161,000 GSF
• WC-301	161,000 GSF
• WC-302	161,000 GSF
• WC-303	161,000 GSF
• WC-304	161,000 GSF
• WC-305	161,000 GSF
• TOTAL	4,312,200 GSF



DIAGRAMMATIC LAND USE PLAN - EXHIBIT D

SHEET NO. A1.1

FREEPORT WEST
WASHINGTON CITY, UTAH

fw **freeporwest**
JOB NO. WCL21004



HWA ARCHITECTURE PLANNING INTERIORS
WENDY WILLIAMS, ARCHITECT
1000 Main Street, Suite 100
P.O. Box 168,274 St. George, UT 84770
P: 435.648.2724 F: 435.648.4971



Rusty Hughes <rhughes@washingtoncity.org>

Tax Increment Financing in Washington City

Rusty Cannon <rusty@utahtaxpayers.org>

Thu, Feb 2, 2023 at 1:28 PM

To: Rusty Hughes <rhughes@washingtoncity.org>

Cc: Jordan Hess <jhess@washingtoncity.org>, Malah Armstrong <malah@utahtaxpayers.org>

Rusty-

Thank you for being patient with us on this. Copied below is our statement if it helps:

The Utah Taxpayers Association has opposed Tax Increment Financing (TIF) since its inception 50 years ago. However, this opposition has always come with the caveat that TIF might be permissible in situations where the "but for" test were passed.

Such was the case in 2014 when the Utah Taxpayers Association supported the use of TIF in West Valley City to build warehouses and distribution centers. It is also the case in the example of Washington City. After reviewing the plans and intentions of the Washington City project by Freeport West, it is clear that it would not go ahead were it not for the temporary reduction in property tax that TIF provides. The Utah Taxpayers Association supports this proposal on the basis that it is likely a win for taxpayers since they will eventually enjoy high property taxes from this site where now they receive effectively none. Any risk associated with the project will be shouldered by the privately-owned Freeport West rather than by taxpayers. Further, the Washington County School District has established criteria for Tax Increment Financing projects, and this project is in line with these criteria.

Rusty Cannon
President
Utah Taxpayers Association
801-721-7136



[Quoted text hidden]



Washington City
Where Dixie Began

Community Reinvestment Agency

Prepared for the Washington County
Water Conservancy District Board



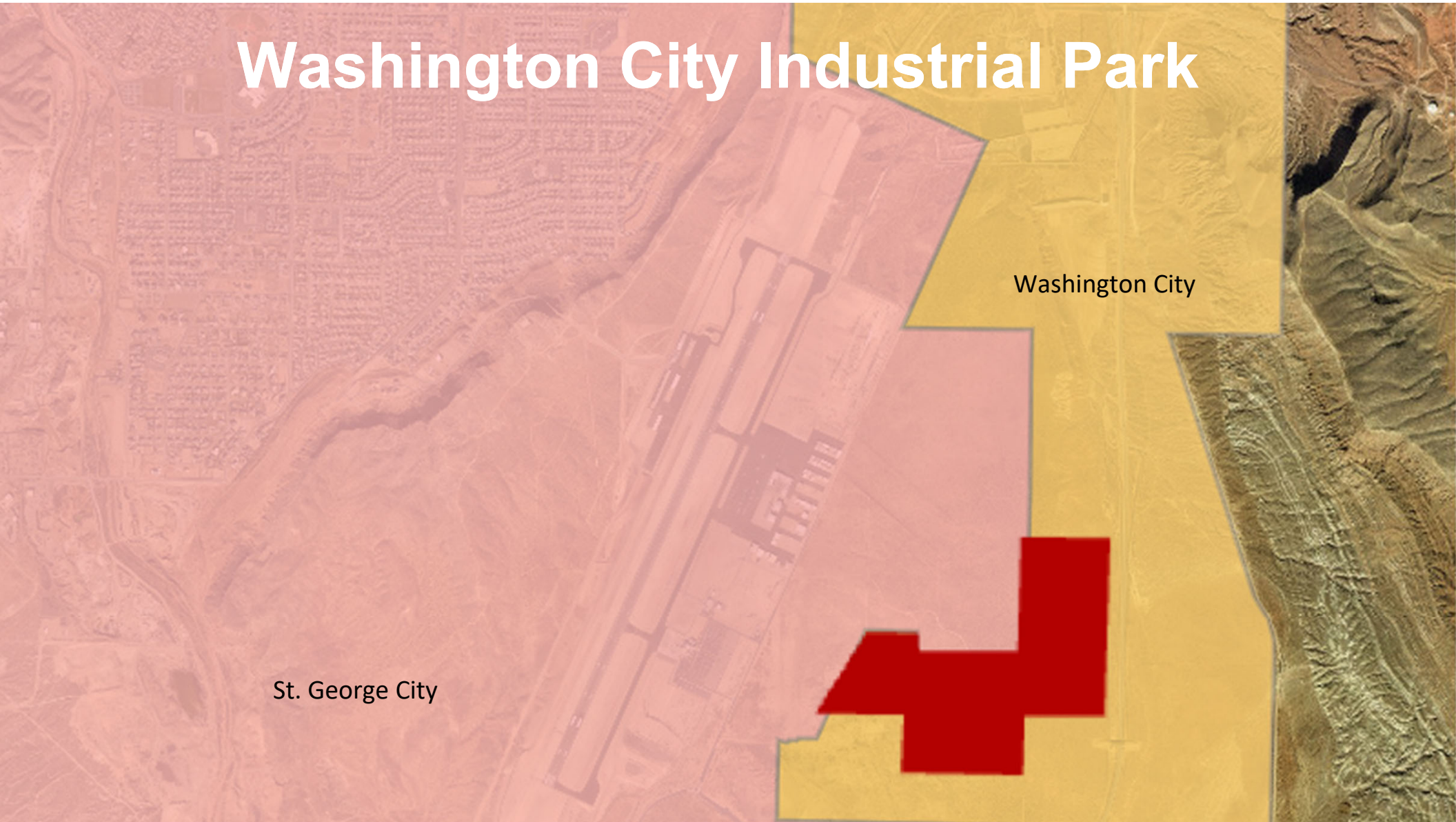
Criteria for Increment Projects

- ☐ Grow wealth – outside state investment
- ☐ High paying jobs – above county average wage
- ☐ No retail projects
- ☐ No housing projects
- ☐ Support from County and City
- ☐ Increased assessed value while minimizing impact on services required
- ☐ Partnership opportunities – education supportive

Washington City Industrial Park

Washington City

St. George City







Freeport West

Privately-owned company that has been developing, leasing, and managing commercial real estate since 1963.

Currently owns & manages 10 million square feet of industrial/warehouse property.

Freeport West





Freeport West



- Industrial
- Manufacturing
- Distribution
- Shipping
- Warehouse
- Showroom
- Flex space

Freeport West



30 buildings in Salt Lake County, Utah

10 buildings in Clearfield, Utah

20 buildings in Pittsburg, California

1 building in Las Vegas, Nevada

2 buildings in Oakland, California

10 buildings in Phoenix, Arizona

30 buildings in Washington, Utah

Current Annual Tax Revenue

Current Property Tax Revenues

Washington County	\$1
Multi-County Assessing	\$0
County Assessing	\$0
School District	\$8
Washington City	\$1
Water Conservancy	\$1
<u>Mosquito Abatement</u>	<u>\$0</u>
Annual Tax Revenue	\$11

****Capital Investment \$0****

Projected Annual Tax Revenue at Full Build Out

New Property Tax Revenues

Capital Investment \$387,000,000 Build Out 15-Years	Washington County	\$69,776
	Multi-County Assessing	\$1,161
	County Assessing	\$29,227
	School District	\$585,211
	Washington City	\$96,874
	Water Conservancy	\$52,774
	<u>Mosquito Abatement</u>	<u>\$2,903</u>
	Total Amount - Annually	\$837,896

25% retained by taxing entities



Projected Tax Revenue After 20 Years

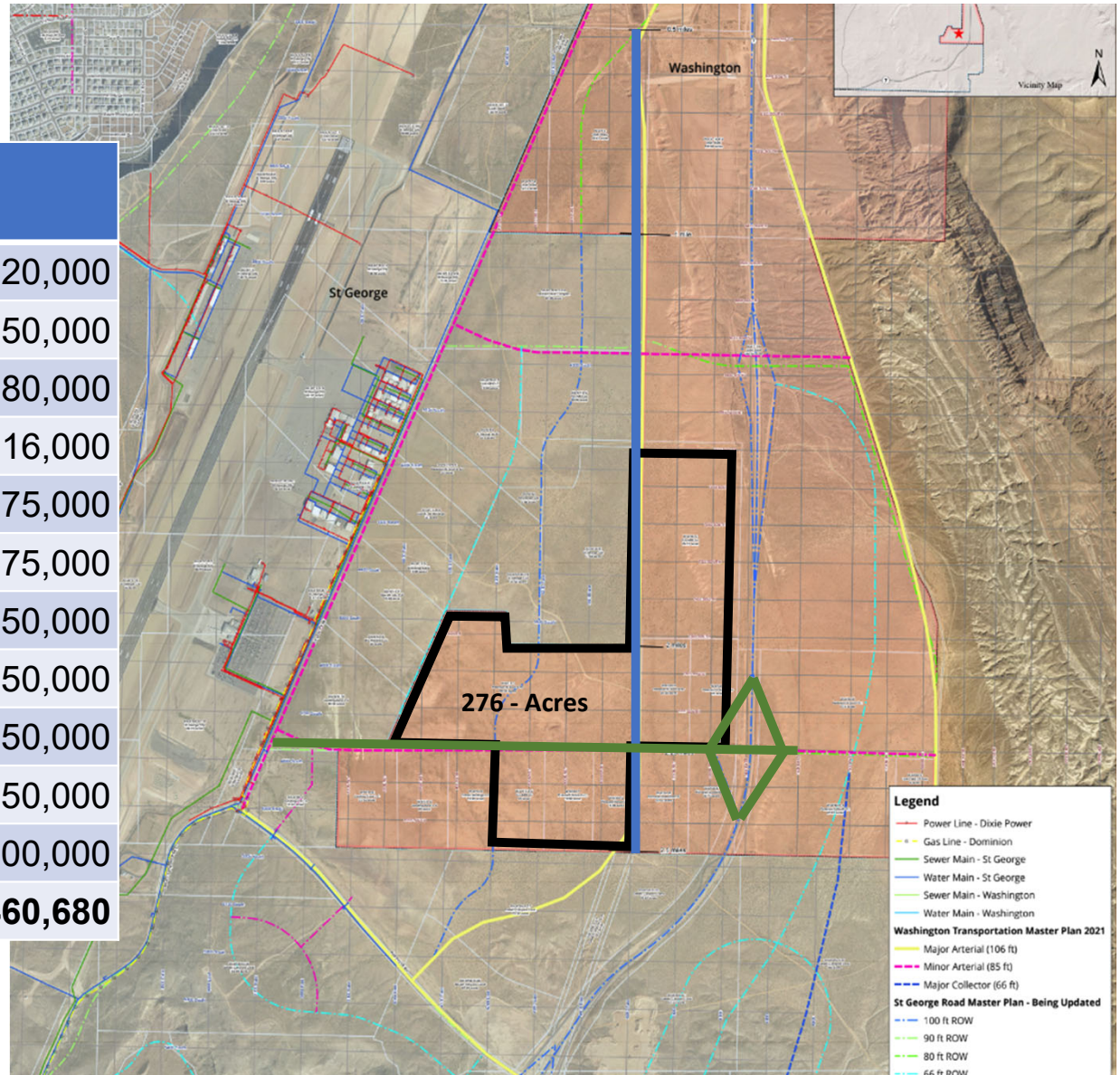
New Property Tax Revenues

Washington County	\$279,105
Multi-County Assessing	\$4,645
County Assessing	\$116,907
School District	\$2,340,844
Washington City	\$387,495
Water Conservancy	\$210,974
<u>Mosquito Abatement</u>	<u>\$11,613</u>
Total Annual Tax Revenue	\$3,351,585

*100% to taxing entities after year 20

Infrastructure & Development Impediments Cost Estimates

Sewer Line	\$720,000
Power Line	\$750,000
Water Line	\$280,000
Fire Line	\$416,000
Storm Drain	\$1,375,000
Road Construction	\$5,575,000
Earthwork, Import & Compaction	\$1,550,000
Stabilization	\$1,750,000
Drainage	\$1,650,000
Soil & Blue clay remediation	\$22,350,000
UDOT on/off ramp	\$3,000,000
TOTAL	\$39,460,680



Freeport West – Landmark Building #7, West Valley City

The Salt Lake Tribune

State Sen. Stephenson usually reacts to the phrase "tax increment financing," the term applied to the incentive provided to Freeport West, as if it were profane language.

But the Draper Republican, who also leads the conservative Utah Taxpayers Association, applauded this development as appropriate for use of the tax incentive.

"This is a true economic development project" that would not have occurred in Utah without the tax break, he said, noting that Freeport West is still taking the biggest risk in building before tenants have been secured.

Still, Stephenson said, "I'm confident they will be able to attract these companies that will bring jobs. ... The schoolchildren of Utah will benefit because of this project."

By Mike Gorrell The Salt Lake Tribune: May 29, 2014
Project completed: April 2019

Freeport West – Washington City

The Utah Taxpayers Association has opposed Tax Increment Financing (TIF) since its inception 50 years ago. However, this opposition has always come with the caveat that TIF might be permissible in situations where the “but for” test were passed.

Such was the case in 2014 when the Utah Taxpayers Association supported the use of TIF in West Valley City to build warehouses and distribution centers. It is also the case in the example of Washington City. After reviewing the plans and intentions of the Washington City project by Freeport West, it is clear that it would not go ahead were it not for the temporary reduction in property tax that TIF provides. The Utah Taxpayers Association supports this proposal on the basis that it is likely a win for taxpayers since they will eventually enjoy high property taxes from this site where now they receive effectively none. Any risk associated with the project will be shouldered by the privately-owned Freeport West rather than by taxpayers. Further, the Washington County School District has established criteria for Tax Increment Financing projects, and this project is in line with these criteria.

Rusty Cannon
President
Utah Taxpayers Association
801-721-7136





Criteria for Increment Projects

- ✓ ☐ Grow wealth – outside state investment
- ✓ ☐ High paying jobs – above county average wage
- ✓ ☐ No retail projects
- ✓ ☐ No housing projects
- ✓ ☐ Support from County, and City
- ✓ ☐ Increased assessed value while minimizing impact on services required
- ✓ ☐ Partnership opportunities – education supportive

**WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
BOARD OF TRUSTEES
A RESOLUTION AUTHORIZING SUBMISSION FOR FEDERAL FUNDS UNDER
RECLAMATION'S WATER RECYCLING AND DESALINATION PLANNING**

WHEREAS, a primary purpose and goal of the Washington County Water Conservancy District (District) is to efficiently manage and conserve the use of available water resources of the county;

WHEREAS, the District is planning and designing the Regional Reuse System to help maximize local reliable water supplies;

WHEREAS, Federal assistance is available through the U.S. Bureau of Reclamation's (Reclamation) Water Recycling and Desalination Planning to facilitate project development under the Large-Scale Water Recycling Program; and

WHEREAS, the District has submitted an application to Reclamation to be considered for funding for the planning and preliminary design of the Regional Reuse System.

NOW THEREFORE, the Board of Trustees of the Washington County Water Conservancy District hereby resolves that:

- A. The General Manager is authorized to enter into an agreement with the U.S. Bureau of Reclamation;
- B. The District will commit to the financial and legal obligations associated with receipt of a financial assistance award;
- C. The attached Regional Reuse System application has been reviewed and is approved;
- D. The District has sufficient funds budgeted to fund its contributions to the Regional Reuse System; and
- E. The District will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

DATED this 1st day of March, 2023.

WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT:



Ed Bowler, Chairman of the Board

ATTEST:


Mindy Mees, Secretary

VOTING:

Ed Bowler	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Adam Bowler	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Chris Hart	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Victor Iverson	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Michele Randall	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Kress Staheli	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Kevin Tervort	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>



Memorandum

To Board of Trustees
From Morgan Drake
Date March 1, 2023
Subject Land Swap Transaction with Arcadian Infracom

Situation: Arcadian is offering the District 100 Gbps of broad band service for 10 years upon completion of the Lake Powell Pipeline (LPP) in exchange for a one-acre parcel of District property adjacent to the Grakane substation near the Cockscomb.

Background: Arcadian Infracom 1, LLC is a registered utility company in Utah that is planning to build a long-haul fiber optic cable network between Phoenix and Salt Lake City (Exhibit A). The route follows a large portion of the western end of the LPP alignment. Long-haul networks require in-line-amplification (ILA) huts, which are generally half the size of a shipping container. Arcadian's fiber line design has an ILA hut planned by the Garkane substation on District property near the Cockscomb. Arcadian approached the District about purchasing 1 acre of District property for placing the ILA hut (Exhibit B).

Assessment: District policy provides that surplus property may be sold by public auction or by using the services of a real estate broker, unless selling to a public agency. Arcadian has proposed providing a box near the ILA hut at a location determined by the District for broadband capacity of 100 Gbps (for reference, the District building uses 1 Gbps) for 10 years of service upon completion of the LPP in exchange for the 1 acre parcel and the Board voting on an exception to the policy. The property is estimated to be less than \$7,000. Arcadian usually charges \$20,000/month for 100 Gbps (totaling \$2.4M for 10 years).

The LPP will obtain its primary internet services free of charge in perpetuity in exchange for a provider adding fiber infrastructure to the LPP conduit. Therefore, the services provided by Arcadian would provide free redundant internet services to the LPP for 10 years, a service the District would be seeking for the LPP regardless of this transaction, without the need for additional fiber infrastructure. Upon expiration of the 10 years, the District will undertake a procurement process to find a provider for redundant services.

Recommendation: Consider approving a trade of 1-acre of District property for redundant broadband services for 10 years upon completion of the LPP, and vote on an exception to the policy for selling property.

Exhibit A

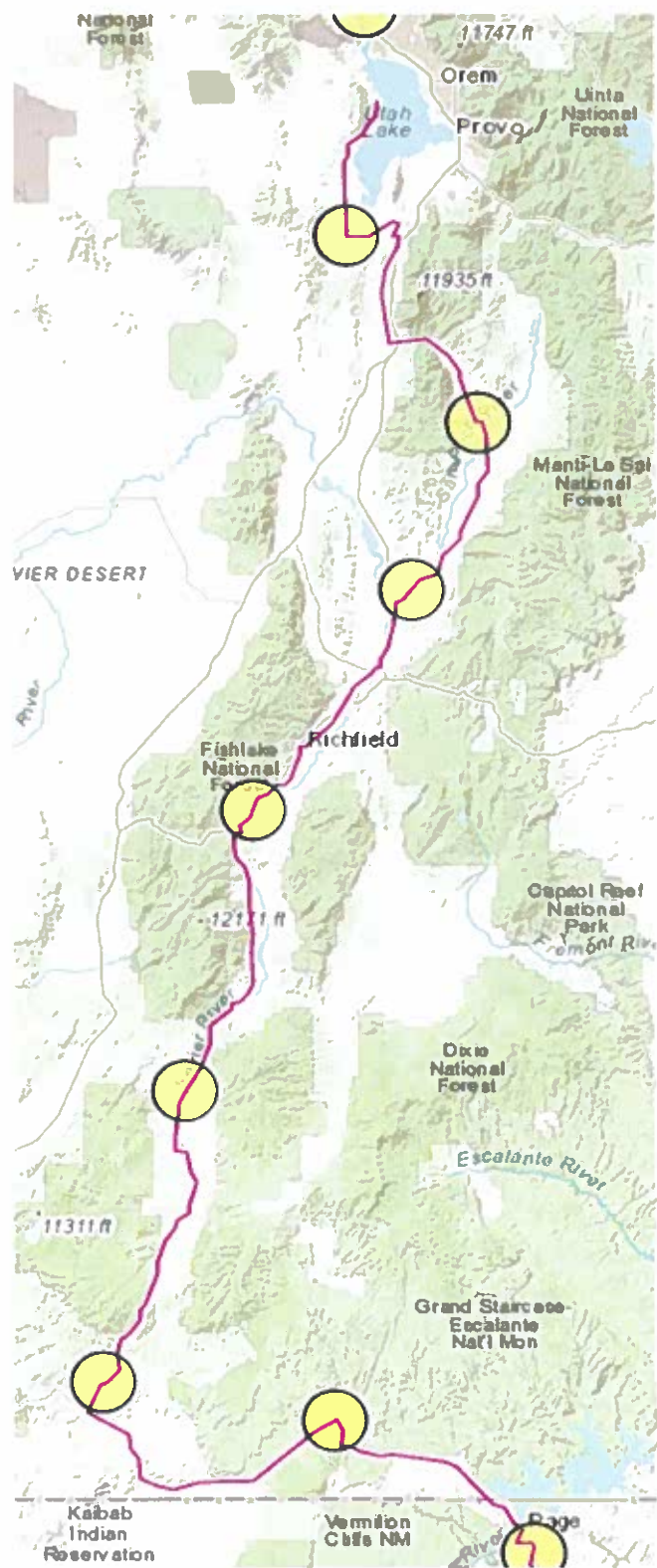


Exhibit B





Procurement Memo

To Zachary Renstrom, General Manager
From Whit Bundy, Staff Engineer
Date February 22, 2023
Subject Procurement of Materials for the Leeds Pipeline Replacement Project

Type of Procurement: Invitation for Bids for Product

Item Description: Roughly 22,000 feet of 24" Class 350 Ductile Iron Pipe with accompanying valves, air vac assemblies and other fittings. In addition, 6,500 feet of 10" Ductile Iron pipe was bid in the same bid schedule for Leeds Domestic Water Users Association for a total of \$521,259.53.

Reason for Procurement: The Operations Department of the Washington County Water Conservancy District (district) needs to procure this product because the existing HDPE pipeline through Leeds has failed and is not able to be used. This new pipe will be used to replace the existing pipe. Mountainland Supply was the original approved bidder but upon review of submittals, it was found that several of the bid items did not meet the pressure requirements of this project and they were deemed an unresponsive bidder. Ferguson was the next qualified bidder.

Review of Bidders: Ferguson submitted the lowest responsive bid of \$5,038,211.02 Other bids received are described in the attached bid tabulation.

Purchase Amount: \$4,516,951.49 (Total Bid-LDWA portion)

Contract Type(s): fixed price;

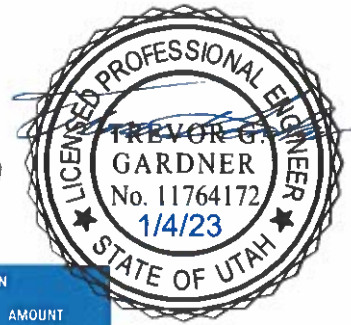
Accounting Code: 20-5410-742

Approved:

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

Zachary Renstrom, General Manager

WCWCD
Leeds Waterline Replacement - Waterline Materials
Bid Opening Date:
January 3rd, 2023 @ 10:00 am



BID TABULATION

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	MOUNTAINLAND		FERGUSON	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT
BID SCHEDULE A							
1	24" DIP PRESSURE CLASS 350	16170	LF	\$ 145.48	\$ 2,352,411.60	\$ 147.17	\$ 2,379,738.90
2	24" DIP PRESSURE CLASS 350 RESTRAINED	6490	LF	\$ 180.69	\$ 1,172,678.10	\$ 208.21	\$ 1,351,282.90
3	6" DIP PRESSURE CLASS 350 RESTRAINED	330	LF	\$ 38.73	\$ 12,780.90	\$ 27.79	\$ 9,170.70
4	8" PVC C-900 DR 18	100	LF	\$ 23.85	\$ 2,385.00	\$ 24.00	\$ 2,400.00
5	24" FL BUTTERFLY VALVE	11	EA	\$ 12,141.23	\$ 133,553.53	\$ 24,288.00	\$ 267,168.00
6	8" FLX MJ GATE VALVE	4	EA	\$ 1,752.37	\$ 7,009.48	\$ 1,762.09	\$ 7,048.36
7	6" FL GATE VALVE	1	EA	\$ 1,126.47	\$ 1,126.47	\$ 1,127.83	\$ 1,127.83
8	6" MJ GATE VALVE	3	EA	\$ 1,165.15	\$ 3,495.45	\$ 1,170.97	\$ 3,512.91
9	6" FL BUTTERFLY VALVE	5	EA	\$ 2,429.36	\$ 12,146.80	\$ 3,058.85	\$ 15,294.25
10	6" COMBINATION AIR VALVE	5	EA	\$ 2,588.24	\$ 12,941.20	\$ 17,658.85	\$ 88,294.25
11	2" COMBINATION AIR VALVE	8	EA	\$ 1,035.29	\$ 8,282.32	\$ 990.00	\$ 7,920.00
12	FIRE HYDRANT ASSEMBLY	3	EA	\$ 4,692.06	\$ 14,076.18	\$ 8,408.56	\$ 25,225.68
13	24" MJ 90° BEND	2	EA	\$ 3,522.20	\$ 7,044.40	\$ 4,160.82	\$ 8,321.64
14	24" MJ 45° BEND	4	EA	\$ 2,508.43	\$ 10,033.72	\$ 3,309.97	\$ 13,239.88
15	24" MJ 22.5° BEND	2	EA	\$ 2,402.44	\$ 4,804.88	\$ 3,181.27	\$ 6,362.54
16	6" MJ 90° BEND	2	EA	\$ 223.47	\$ 446.94	\$ 266.09	\$ 532.18
17	24" FL TEE	2	EA	\$ 4,251.67	\$ 8,503.34	\$ 15,200.00	\$ 30,400.00
18	24" MJ X 6" FL TEE	17	EA	\$ 2,747.70	\$ 46,710.90	\$ 6,199.77	\$ 105,396.09
19	24" X 8" FL TEE	4	EA	\$ 3,314.78	\$ 13,259.12	\$ 12,500.00	\$ 50,000.00
20	24" MJ X 8" FL TEE	1	EA	\$ 3,011.61	\$ 3,011.61	\$ 7,152.12	\$ 7,152.12
21	24" X 14" MJ REDUCER	1	EA	\$ 2,020.61	\$ 2,020.61	\$ 2,435.46	\$ 2,435.46
22	14" FLX MJ ADAPTER	1	EA	\$ 757.08	\$ 757.08	\$ 966.50	\$ 966.50
23	24" FLX MJ ADAPTER	19	EA	\$ 1,994.52	\$ 37,895.88	\$ 5,804.16	\$ 110,279.04
24	24" MJ TO 6" FL REDUCER	2	EA	\$ 4,418.96	\$ 8,837.92	\$ 5,303.89	\$ 10,607.78
25	24" BLIND FLANGE	2	EA	\$ 833.34	\$ 1,666.68	\$ 5,788.00	\$ 11,576.00
26	6" BLIND FLANGE W/ 2" THREADED TAP	8	EA	\$ 90.90	\$ 727.20	\$ 187.31	\$ 1,498.48
				SUBTOTAL A	\$ 3,878,607.31	SUBTOTAL A	\$ 4,516,951.49
BID SCHEDULE B							
1	10" PVC C-900 DR 18	6500	LF	\$ 34.47	\$ 224,055.00	\$ 33.50	\$ 217,750.00
2	10" DIP PRESSURE CLASS 250	85	LF	\$ 47.78	\$ 4,061.30	\$ 49.46	\$ 4,204.10
3	8" DIP PRESSURE CLASS 250	40	LF	\$ 33.15	\$ 1,326.00	\$ 35.87	\$ 1,434.80
4	6" DIP PRESSURE CLASS 250	170	LF	\$ 23.90	\$ 4,063.00	\$ 25.00	\$ 4,250.00
5	6" PVC C-900 DR 18	240	LF	\$ 14.11	\$ 3,386.40	\$ 14.00	\$ 3,360.00
6	10" FLANGE GATE VALVE (RATED AT 250 PSI)	10	EA	\$ 2,853.17	\$ 28,531.70	\$ 4,030.76	\$ 40,307.60
7	6" FLANGE TEE	3	EA	\$ 548.44	\$ 1,645.32	\$ 641.25	\$ 1,923.75
8	10" FLANGE TEE	9	EA	\$ 1,863.31	\$ 16,769.79	\$ 1,848.60	\$ 16,637.40
9	8" FLANGE 90° BEND	4	EA	\$ 550.06	\$ 2,200.24	\$ 697.30	\$ 2,789.20
10	10" FLANGE 45 BEND	9	EA	\$ 828.75	\$ 7,458.75	\$ 1,098.00	\$ 9,882.00
11	10" TO 6" FLANGE REDUCER	7	EA	\$ 592.31	\$ 4,146.17	\$ 836.10	\$ 5,852.70
12	10" TO 8" FLANGE REDUCER	4	EA	\$ 730.44	\$ 2,921.76	\$ 989.10	\$ 3,956.40
13	10" FLANGE CROSS	2	EA	\$ 2,094.63	\$ 4,189.26	\$ 2,449.10	\$ 4,898.20
14	6" MJ TEE	4	EA	\$ 450.23	\$ 1,800.92	\$ 504.59	\$ 2,018.36
15	10" MJ TEE	2	EA	\$ 998.55	\$ 1,997.10	\$ 1,163.81	\$ 2,327.62
16	6" MJ 90° BEND	5	EA	\$ 273.23	\$ 1,366.15	\$ 343.89	\$ 1,719.45
17	6" MJ 45° BEND	27	EA	\$ 243.79	\$ 6,582.33	\$ 312.39	\$ 8,434.53
18	10" MJ 45° BEND	2	EA	\$ 534.20	\$ 1,068.40	\$ 635.18	\$ 1,270.36
19	10" TO 6" MJ REDUCER	2	EA	\$ 381.00	\$ 762.00	\$ 465.23	\$ 930.46
20	6" FLX MJ GATE VALVE (RATED AT 350 PSI)	18	EA	\$ 1,153.29	\$ 20,759.22	\$ 1,665.46	\$ 29,978.28
21	8" FLX MJ GATE VALVE (RATED AT 250 PSI)	8	EA	\$ 1,763.68	\$ 14,109.44	\$ 2,535.14	\$ 20,281.12
22	10" FLX MJ GATE VALVE (RATED AT 350 PSI)	13	EA	\$ 2,817.15	\$ 36,622.95	\$ 4,058.64	\$ 52,762.32
23	6" CAP	8	EA	\$ 155.68	\$ 1,245.44	\$ 174.20	\$ 1,393.60
24	6" PLUG	8	EA	\$ 130.38	\$ 1,043.04	\$ 229.62	\$ 1,836.96
25	10" CAP	5	EA	\$ 279.29	\$ 1,396.45	\$ 372.94	\$ 1,864.70
26	10" PLUG	2	EA	\$ 230.32	\$ 460.64	\$ 430.70	\$ 861.40
27	10" X 8" FLANGE TEE	7	EA	\$ 1,469.00	\$ 10,283.00	\$ 1,627.20	\$ 11,390.40
28	10" X 6" MJ TEE	8	EA	\$ 788.30	\$ 6,306.40	\$ 914.67	\$ 7,317.36
29	10" FL TO 6" MJ REDUCER	2	EA	\$ 849.28	\$ 1,698.56	\$ 1,034.60	\$ 2,069.20
30	8" FL TO 6" MJ REDUCER	4	EA	\$ 808.65	\$ 3,234.60	\$ 678.90	\$ 2,715.60
31	10" FL TO 8" MJ REDUCER	2	EA	\$ 816.34	\$ 1,632.68	\$ 1,077.60	\$ 2,155.20
32	6" COUPLING	11	EA	\$ 286.97	\$ 3,156.67	\$ 322.29	\$ 3,545.19
33	8" COUPLING	4	EA	\$ 358.53	\$ 1,434.12	\$ 427.20	\$ 1,708.80
34	10" COUPLING	1	EA	\$ 537.56	\$ 537.56	\$ 638.77	\$ 638.77
35	6" FLANGED COUPLING ADAPTER	18	EA	\$ 796.60	\$ 14,338.80	\$ 339.60	\$ 6,112.80
36	8" FLANGED COUPLING ADAPTER	4	EA	\$ 922.65	\$ 3,690.60	\$ 444.70	\$ 1,778.80
37	10" FLANGED COUPLING ADAPTER	15	EA	\$ 1,554.41	\$ 23,316.15	\$ 783.34	\$ 11,750.10
38	10" JOINT RESTRAINTS	140	EA	\$ 161.66	\$ 22,632.40	\$ 175.00	\$ 24,500.00
39	6" MJ RESTRAINT	10	EA	\$ 86.90	\$ 869.00	\$ 84.00	\$ 840.00
40	8" MJ RESTRAINT	4	EA	\$ 104.30	\$ 417.20	\$ 113.00	\$ 452.00
41	10" MJ RESTRAINT	8	EA	\$ 157.33	\$ 1,258.64	\$ 170.00	\$ 1,360.00
				SUBTOTAL B	\$ 488,775.15	SUBTOTAL B	\$ 521,259.53
				TOTAL	\$ 4,367,382.46	TOTAL	\$ 5,038,211.02

Amounts in RED were corrected based on calculation errors. Note all unit prices are assumed to be correct as described in the bid schedule instructions.



Memo

To WCWCD Board

From Randy Johnson, Project Manager

Date March 1st, 2023

SUBJECT Toquerville City Anderson Junction Pipeline MOU

The District is currently installing the Ash Creek Pipeline through Anderson Junction in Toquerville Utah. With the District replacing the asphalt road as part of construction, it is advantageous for Toquerville City to extend their municipal water line through this section of roadway prior to the asphalt being replaced. Toquerville City has received cost estimates from the District's contractor Harward and Rees to install this pipeline as a change order on the District's contract. This MOU requires Toquerville City to reimburse the District for the cost of materials, installation of the water line, and replace any additional asphalt required to connect and install this section of pipeline as per the change order.

Recommendation:

It is recommended that the board approve the MOU between the District and Toquerville City to allow Toquerville City to extend their waterline as part of the Districts contract with Harward and Rees.

MEMORANDUM OF UNDERSTANDING ***Toquerville Waterline in Anderson Junction***

Effective March 1st, 2023, this Memorandum of Understanding (MOU) is made between Washington County Water Conservancy District (District) and Toquerville City (Toquerville) (jointly referred to as Parties, or separately as Party).

I. AUTHORITY

The statutes authorizing the District to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act), 17B-1-101 *et seq.* (Local District Powers), and 17B-2a-1001 *et seq.* (Water Conservancy District Act).

The statutes authorizing Toquerville to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act) and 10-8-1 *et seq.* (Municipal General Powers).

II. BACKGROUND

The District is currently constructing the 36" Ash Creek Pipeline (District Pipeline) which passes through Anderson Junction in Toquerville, Utah. The Pipeline is being installed within the Anderson Junction roadway and will require the roadway asphalt to be replaced once the Pipeline is installed. Toquerville City has planned to extend an existing water line (Toquerville Pipeline) that would be located along the roadway. It is advantageous to Toquerville and the citizens of Anderson Junction for the Toquerville Pipeline to be installed now, alongside the District Pipeline, to prevent the new asphalt road from having to be cut and removed to install the Toquerville Pipeline in the near future.

III. PROPOSED TRANSACTION

The costs associated with the Toquerville Pipeline will be added to the District's existing contract with Harward and Reese Construction (Contractor). Toquerville will reimburse the District for the amount specified in the Bid Schedules (Exhibit A Pipeline and Exhibit B Asphalt Replacement) as work is completed and the Contractor submits partial payment and final payment requests. Toquerville will also reimburse the District for any change orders that have been reviewed and approved by Toquerville. All change orders will be incorporated into the Bid Schedules and the revised Bid Schedules will be considered an attachment to this MOU. Toquerville will provide its own inspector for the Toquerville Pipeline.

IV. RESPONSIBILITIES OF PARTIES

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

A. Toquerville City

1. Coordinate Toquerville Pipeline design work with the District.
2. Reimburse the District for the amount specified in the Bid Schedules as work is completed and approved by the District and Contractor submits partial and final payment requests approved by the District.
3. Reimburse the District for any funds spent on change orders for the Toquerville Pipeline that exceed the costs shown in the attached Bid Schedules
4. Provide inspector for Toquerville Pipeline.

B. Washington County Water Conservancy District

1. Submit partial payment and final payment requests with payments pertaining to the attached Bid Schedules to Toquerville for review and approval prior to making any payment to Contractor.
2. Coordinate project management with Toquerville.
3. Pay in full each partial payment and final payment as work is completed and approved.
4. Submit a request for reimbursement to Toquerville after each payment is made.

VI. GENERAL

1. Amendment. This MOU may be amended through written agreement of all Parties.
2. Termination. Any Party may end its participation in this MOU for any reason and at any time by providing written notice to the other Parties. If not terminated earlier, this MOU will end when all of the Parties have fulfilled their respective commitments described above or December 31, 2025, whichever occurs first.
3. Other Agreements. Nothing in this MOU limits any Party from entering into other agreements with one another or with third parties.
4. Release. The Parties agree to release one another from any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, expenses whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought) and other liabilities of every kind, nature and description arising out of performance under this MOU. This release shall survive any termination of this MOU. However, if a third party were to challenge anything arising out of the performance under this MOU, each Party will bear its own costs and incur any liabilities imposed by the third-party action.
5. No Third-Party Beneficiaries. Nothing in this MOU is intended to create any rights, duties, or obligations by the Parties to any person or entity not a party, and this MOU shall not be deemed to give rise to any right by any person or entity not a party against any Party to this

MOU. Nothing in this MOU is intended to nor shall be deemed to relieve or discharge the obligation or liability of any person or entity not a party to this MOU.

6. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

7. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.

8. Immunity and defenses retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

9. Enforceability. The Parties agree that this MOU does not create any contractual, or any other legal obligations meant to be enforceable by operation of law.

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

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

12. Laws and Regulations. Any and all actions performed pursuant to this MOU will comply fully with all applicable Federal, State and local laws and regulations.

13. Points of Contact. Each Party designates below a primary point of contact ("POC") to coordinate all matters concerning the carrying out of activities under this MOU. Any modifications to the POC will be provided in writing to the other parties. The contacts for work related to the project are:

Party	Point of Contact	Address	Telephone	e-mail
District	Randy Johnson	533 East Waterworks Dr. St. George, UT 84770	435.673.3617	Randy@wcwcd.org
Toquerville City	Afton Moore	P.O. Box 27 212 N Toquer Blvd Toquerville, UT 84774	465-635-1094	afton@toquerville.org

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

Exhibit A: Bid Schedule Pipeline

Exhibit B: Bid Schedule Asphalt Replacement

Entered into and effective on the date first written above:



Zachary Renstrom, General Manager
Washington County Water Conservancy District

Justin Sip, Mayor
Toquerville City

Exhibit A

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

Ash Creek Pipeline Project – Phase 1 (Change Order No. 1)

BID SCHEDULE

(Item #2) Anderson Junction Pipeline Extension

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
1	8-inch C900 Pipe	1,100	LF	\$42	\$46,200
2	8-inch Gate Valve	2	EA	\$3,330	\$6,660
3	Fire Hydrant Assembly	2	EA	\$7,200	\$14,400
4	3/4-inch Service Assembly	2	EA	\$1,985	\$3,970
5	3/4-inch Water Meter	2	EA	\$250	\$500
6	Testing and Disinfection	1	LS	\$5,350	\$5,350
7	Profit and Overhead	1	LS	\$9,000	\$9,000
TOTAL COST OF BID SCHEDULE					\$86,080

Exhibit B

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

Ash Creek Pipeline Project – Phase 1 (Change Order No. 1)

BID SCHEDULE

(Item #3) Toquerville City Asphalt Repair and Replacement

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
1	2.5-inch Asphalt Replacement	920	SY	\$30.50	\$28,060.00
TOTAL COST OF BID SCHEDULE					\$28,060.00



Procurement Memo

To Zachary Renstrom, General Manager
From Dave Jessop, Operations Manager
Date February 24, 2023
Subject Procurement of Telehandler

Type of Procurement: Invitation for Bids for Product

Item Description: Telehandler

Reason for Procurement: The Operations Department of the Washington County Water Conservancy District (district) needs to procure this product to replace its existing telehandler. A telehandler is frequently used to offload pipe deliveries, place/launch pigs, and remove and replace well motors, diversion screens, and other heavy materials. The existing telehandler is 26 years old and replacement parts are increasingly difficult to procure.

Review of Bidders: Wheeler Machinery submitted the only responsive bid of \$227,900.

Purchase Amount: \$227,900

Contract Type(s): fixed price

Accounting Code: 20-4500-740

Approved:

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

Zachary Renstrom, General Manager



**BID TABULATION
TELEHANDLER STATEMENT**

				Wheeler Machinery	
Item	Description	Quantity	Units	Unit Price	Total
1	New Caterpillar Model TL1255-05 Telehandler	1	Each	\$227,900.00	\$227,900.00



Procurement Memo

To Zachary Renstrom, General Manager
From Dave Jessop, Operation Manager
Date February 24, 2023
Subject Procurement of Mini-Excavator

Type of Procurement: Invitation for Bids for Product

Item Description: Mini excavator

Reason for Procurement: The Operations Department of the Washington County Water Conservancy District (district) needs to procure this product because it frequently has projects multiple projects requiring a mini excavator. The department's existing mini excavator is frequently in use when a project need arises and is often undersized for the project requirements. The procurement of a larger mini excavator will decrease the frequency of procuring outside contractors for smaller scale system repairs.

Review of Bidders: Wheeler Machinery submitted the only responsive bid of \$126,740.

Purchase Amount: \$126,470

Contract Type(s): fixed

Accounting Code: 20-4500-740

Approved:

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

Zachary Renstrom, General Manager



**BID TABULATION
MINI EXCAVATOR
STATEMENT**

		Wheeler Machinery			
Item	Description	Quantity	Units	Unit Price	Total
1	New Caterpillar Model 307.5 Hydraulic Excavator (includes bucket, coupler, thumb)	1	Each	\$126,470	\$126,470