



BOARD OF TRUSTEES MEETING MINUTES
June 7, 2022

Minutes of a public meeting of the board of trustees of the Washington County Water Conservancy District, held on Tuesday, June 7, 2022, at 533 East Waterworks Drive, St. George, Utah at 6 pm. Those board members present for the meeting were: Chair Ed Bowler, Kevin Tervort, Adam Bowler, Chris Hart and Kress Staheli. Board members Victor Iverson and Michele Randall were not present. Also present were General Manager Zach Renstrom, Associate General Managers Corey Cram and Brie Thompson. Roberta McMullin, Secretary/Treasurer, and Jodi Richins, General Counsel were also present. Other guests at the meeting are included in the sign in sheet attached to these minutes.

The first item on the agenda was a **public hearing to levy the annual contract assessments within the Kolob Water Service Area and related items in Kolob Service Area.** Chair Ed Bowler opened public hearings on Items #1-4 and turned the time over to General Manager, Zach Renstrom to explain the rate increase. The resolutions related to the public hearings will be considered after the public hearings are closed.

Zach explained Item #1 is for the annual contract assessment for the retail system which the district runs and operates at Kolob during the summer months. We do a yearly assessment fee. The fees are presently \$250 for standby fees and active connections are \$320 and paid through the property tax rolls. The proposal is to raise the standby fee to \$275 and the active connections to \$375.

Item #2 is to consider a petition to enter into a water contract on Parcel No. 102-A-53-HV. This petition will utilize an existing connection made available by the combining of two parcels each of which had an existing connection. We are required to have a public hearing for people that want to connect to the system.

Item #3 is also for a water exchange contract near Virgin on Parcel No. 1143-A-3-HV. These people would drill their own well but use our water right. They would run and own the operation system. This is also required to go through a public hearing.

Adam Bowler	Yes
Ed Bowler	Yes
Kevin Tervort	Yes

Resolution Granting a Petition to Enter into a Water Contract within the Kolob Service area (Parcel No. 102-A-53-HV).

Kress Staheli moved to approve the resolution and the motion was seconded by Adam Bowler. A roll call vote was taken as follows:

Chris Hart	Yes
Kress Staheli	Yes
Adam Bowler	Yes
Ed Bowler	Yes
Kevin Tervort	Yes

Resolution Granting a Petition to Enter into a Water Exchange Contract within the Kolob area (Parcel No. 1143-A-3-HV).

Adam Bowler moved to approve the resolution and the motion was seconded by Kevin Tervort. A roll call vote was taken as follows:

Chris Hart	Yes
Kress Staheli	Yes
Adam Bowler	Yes
Ed Bowler	Yes
Kevin Tervort	Yes

Resolution Authorizing the Levy of Contract Assessments for 2022 for Water Exchange for Water Exchange Contracts in the Kolob Area.

Kevin Tervort moved to approve the resolution and the motion was seconded by Kress Staheli. A roll call vote was taken as follows:

Chris Hart	Yes
Kress Staheli	Yes
Adam Bowler	Yes
Ed Bowler	Yes
Kevin Tervort	Yes

Resolution Authorizing a Rate Increase for Wholesale Culinary Water

They think it is best to replace the entire line rather than trying to just fix it. They have a bid of about \$105,000 for parts and labor.

She discussed funding and said they are going to pursue loans and would love to receive a grant from the district. Because of the financial problems the company has had with misappropriation they are revising their bylaws. They have also established an operation manual, record keeping on maintenance and are very focused on financial accountability. They have also opened board meetings and are revaluating membership fees and rate structure. They have two fees (A and B) and a basic \$58 fee (18,000 gallons). She is a certified water operator and reads the meters now.

Chair Ed Bowler said the board will need to discuss how they are going to help or accommodate water companies since there are other companies in similar situations. The board may not be able to decide tonight without some further discussion. He would suggest tabling this so the board can have a policy discussion about how they want to handle helping small water companies.

Zach said he has great respect for what Michelle has taken on and has heard similar stories from other small water companies.

Michelle added that their goal is to have an income of \$70,000 a year and get about \$15,000 into capital improvements and to build funds for repairs.

There was discussion with the board and Michelle answered some questions.

Ed said they will get back with them after the board has a policy discussion about this. Michelle thanked the board and said they would continue to pursue funding through the state and try and put together more specific numbers.

Consideration of approval for Design and Construction Management Services with Alpha Engineering for the Sand Hollow North Dam to West Dam Pipeline

Zach said this is for the pipeline that needs to be built around Sand Hollow to move the water around as needed. The district sent out Request for Qualifications and Alpha Engineering came back as qualified, and they were selected. After discussion, the following motion was made:

Kress Staheli moved to approve design and management services with Alpha Engineering for the Sand Hollow North Dam to West Dam Pipeline. The motion was seconded by Chris Hart and all voted aye.

Presentation regarding deep well water application (tabled from last month's meeting). Corey Cram presented this information through a PowerPoint presentation, which is attached to these minutes regarding the possible use of new water along the Hurricane Fault in deep wells

Project status reports –

Ash Creek Reservoir – Corey reported that because of cement production shortage it has impacted concrete facilities around the area to the point they were shutting down half of production. They are now backlogged and trying to get caught up. This has affected some of our projects. Ash Creek has two big contracts in progress. With the Pintura system they have made a lot of progress. There has been 6000 feet of pipe fused together towards Leap Creek. Corey said WW Clyde Company has been very good to work with. They have also started to make the pipeline pad that goes up to Ash Creek Reservoir.

Toquer Reservoir – RB&G Engineering is finalizing the design for the liner for the reservoir.

Cottam Tank – The dirt work is done for the 3 MG tank. They are roughing in some piping. The concrete shortage slowed this project. They are putting together rebar mats for columns. Wadsworth is doing a good job on this project.

QC Water Treatment plant – The plant can make up to 60 MG a day but can go to 80 MG a day. As they look at building out to full capacity the design for build out will be over a \$100-200 million dollars. Corey said the treatment plant has a lot of flexibility. There are some different ways the treatment process could go and they want to make sure they get the right treatment processes in design and the right engineer to design those for us. They would like to go through an RFQ process and solicit engineering services and see who is qualified to do treatment on a plant like this and select up to four engineering firms and pay them a fixed amount and give them all the relevant data and have site visits and then have them give us a written and verbal report on the best approach. Corey suggested we could take those four work products and pull the best ideas and then take that approach and put it out for bid and then select the best contractor to implement it. It would be a two-stage process. Corey said he just wanted the board to be aware that this is path they would like to go down to get best final product.

Adam Bowler made a motion to approve negotiating and entering into agreements for the purchase of real property as discussed in the closed meeting. The motion was seconded by Kevin Tervort. All voted aye.

Consideration of Approval of April 6, 2022, and May 11, 2022 board meeting minutes.

Kevin Tervort made a motion to approve the Board of Trustee Meeting minutes from the April 6, 2022, and May 11, 2022 board meetings. Chris Hart seconded the motion and all voted aye.

The meeting was adjourned upon motion.

Secretary

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

- Notice of Hearing posted on Utah Public Notice Website 2 weeks before THE 6/7/2022 board meeting
- Rates increasing this year from \$250 standby and \$320 connected to \$275 standby and \$375 connected.
- **CURRENTLY HAVE 92 ON STANDBY AND 93 CONNECTED, INCLUDING THE 4 LDS GIRLS CAMP CONNECTIONS.**
- Emailed notice to all culinary customers on email contact list
- Resolution
- Resolution cover sheet to county recorder (includes #1 and #2)

2. Public hearing to consider granting petition to enter into water contract on Parcel No. 102-A-53-HV

- Adrian Player
- Notice of Hearing posted on Utah Public Notice Website 2 weeks before the 6/7/2022 board meeting
- Will record signed Petition after the hearing
- Sent email to Adrian Player advising of hearing
- Resolution

3. Public hearing to consider granting petition to enter into water exchange contract on Parcel No. 1143-A-3-HV

- Virgin Sky LLC
- Notice of Hearing posted on Utah Public Notice Website 2 weeks before the 6/7/2022 board meeting
- Will record signed Petition after the hearing
- Sent email the Virgin Sky LLC advising of hearing
- Resolution

4. Public hearing to levy contract assessments for water exchange contracts in the Kolob area including increases in the levy for Parcel Nos. 102-A-1-B-A-HV and 2040-E-HV

- Charles Howell III and Janet TRS going from ¼ af at \$200 to \$375 and 2040-E-HV for Dalucaro, LLC/David Leland Hansen going from .75 af at \$200 per ¼ af (\$600) to \$1,125.
- **CURRENTLY HAVE 6 WATER EXCHANGE CONTRACTS.**

- Notice of Hearing on all parcels with water exchange contracts posted on the Utah Public Notice Website 2 weeks before 6/7/2022 board meeting
- Mailed notice to Howell and emailed notice to Hansen.
- Resolution
- Resolution cover sheet to county recorder (includes #3 and #4)

5. Public hearing regarding proposed municipal contract wholesale water rate increase

- Emailed and mailed to all wholesale water customers
- Posted in 10 public places
- Notice of Hearing posted on Utah Public Notice Website 2 weeks before the 6/7/2022 board meeting

6. Public hearing regarding proposed secondary water rate increase

- Emailed and mailed to all secondary water customers
- Posted in 10 public places
- Notice of Hearing posted on Utah Public Notice Website 2 weeks before the 6/7/2022 board meeting

7. Consideration of a Resolution Authorizing the Levy of Assessments for 2022 within the Kolob Water Service Area

8. Consideration of a Resolution Granting a Petition to Enter into a Water Contract within the Kolob Water Service Area (Adrian Player)

9. Consideration of a Resolution Granting a Petition to Enter into a Water Exchange Contract for the Kolob Area (Virgin Sky)

10. Consideration of a Resolution Authorizing Levy of Contract Assessments for 2022 for Water Exchange Contracts in the Kolob Area (Charles Howell and Dalucaro, LLC/David Leland Hansen)

11. Consideration of a Resolution approving municipal contract wholesale culinary water rate increase

12. Consideration of a resolution approving secondary water rate increase

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**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES AUTHORIZING
THE LEVY OF CONTRACT ASSESSMENTS FOR 2022 WITHIN THE
KOLOB WATER SERVICE AREA**

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

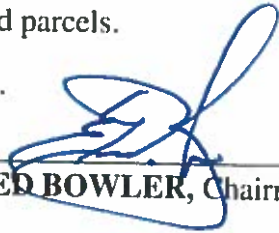
WHEREAS, the Washington County Water Conservancy District desires to assess the water users in the Kolob Water Service area water assessments through the 2022 tax rolls; and

WHEREAS, the annual contract assessment on the tax rolls of property owners within the Kolob Water Service Area in 2021 was \$250 for non-connected parcels and \$320 for connected parcels;

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

NOW, THEREFORE, the Board of Directors of the Washington County Water Conservancy District hereby authorizes the annual contract assessment to be put on the tax rolls of property owners within the Kolob Water Service Area for 2022 and to increase to \$275 for non-connected parcels and \$375 for connected parcels.

DATED this 7 day of June, 2022.



ED BOWLER, Chairman

Attest:



ROBERTA MCMULLIN, Secretary

VOTING:

Ed Bowler	Yea ☒	No ☐
Adam Bowler	Yea ☒	No ☐
Chris Hart	Yea ☒	No ☐
Victor Iverson	Yea ☐	No ☐
Michelle Randall	Yea ☐	No ☐
Kress Staheli	Yea ☒	No ☐
Kevin Tervort	Yea ☒	No ☐

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES GRANTING A
PETITION TO ENTER INTO A WATER CONTRACT WITHIN THE
KOLOB WATER SERVICE AREA**

WHEREAS, a petition to enter into a water contract has been filed with Washington County Water Conservancy District by the owner of Parcel no. 102-A-53-HV; and

WHEREAS, this petition will utilize an existing connection made available by the combining of two parcels each of which had an existing connection; and

WHEREAS, the owner of the combined parcels and the owner of the subject parcel have entered into an agreement whereby the owner of the subject parcel will acquire the existing connection from the owner of the combined parcel;

NOW, THEREFORE, the Board of Directors of the Washington County Water Conservancy District hereby grants the petition to enter into a water contract between the district and the owner of Parcel no. 102-A-53-HV subject to the latter purchasing the existing connection.

DATED this 7 day of June, 2022.



ED BOWLER, Chairman

Attest:



ROBERTA MCMULLIN, Secretary

VOTING:

Ed Bowler	Yea ☒	No ☐
Adam Bowler	Yea ☒	No ☐
Chris Hart	Yea ☒	No ☐
Victor Iverson	Yea ☐	No ☐
Michelle Randall	Yea ☐	No ☐
Kress Staheli	Yea ☒	No ☐
Kevin Tervort	Yea ☒	No ☐

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES GRANTING A
PETITION TO ENTER INTO A WATER EXCHANGE CONTRACT FOR
THE KOLOB AREA**

WHEREAS, a petition to enter into a water exchange contract in the Kolob area has been filed with Washington County Water Conservancy District by the owner of Parcel no. 1143-A-3-HV; and

WHEREAS, the District possesses sufficient water rights in the Kolob area to enter into the water exchange contract; and

NOW, THEREFORE, the Board of Directors of the Washington County Water Conservancy District grants the petition to enter into a water exchange contract for the Kolob area between the district and the owner of parcel no. 1143-A-3-HV for 1 acre foot at the rate of \$375 per ¼ acre foot for a total of \$1,500.

DATED this 7 day of June, 2022.



ED BOWLER, Chairman

Attest:



ROBERTA MCMULLIN, Secretary

VOTING:

Ed Bowler	Yea ☒	No ☐
Adam Bowler	Yea ☒	No ☐
Chris Hart	Yea ☒	No ☐
Victor Iverson	Yea ☐	No ☐
Michelle Randall	Yea ☐	No ☐
Kress Staheli	Yea ☒	No ☐
Kevin Tervort	Yea ☒	No ☐

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES AUTHORIZING
THE LEVY OF CONTRACT ASSESSMENTS FOR WATER EXCHANGE
CONTRACTS IN THE KOLOB AREA FOR 2022**

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

WHEREAS, the Washington County Water Conservancy District desires to assess the petitioners of the water exchange contracts in the Kolob area through the 2022 tax rolls for petitioners subject to property taxes and to otherwise bill petitioners not subject to property taxes; and

WHEREAS, the annual contract assessment on the tax rolls of water exchange petitioners in the Kolob Area in 2021 was \$375 per ¼ acre foot for all petitioners with the exception of the owners of Parcel No.s 1135-3-HV and 1157-D-HV which were assessed \$200 per ¼ acre foot; and

WHEREAS, the burden to the district of providing water rights for exchange is the same for all petitioners in the Kolob area;

NOW, THEREFORE, the Board of Directors of the Washington County Water Conservancy District hereby approves the annual contract assessment for petitioners of the water exchange contracts in the Kolob area in an amount of \$375 per ¼ acre foot for all property owners, including an increase in the levy of the annual contract assessment from \$200 per ¼ acre foot to \$375 per ¼ acre foot on Parcel No.s 102-A-1-B-A-HV and 2040-E-HV. The Board authorizes the annual contract assessment to be put on the tax rolls for 2022 for petitioners subject to property taxes and to otherwise be billed to petitioners not subject to property taxes.

DATED this 7 day of June, 2022.



ED BOWLER, Chairman

Attest:



ROBERTA MCMULLIN, Secretary

VOTING:

Ed Bowler	Yea ☒	No ☐
Adam Bowler	Yea ☒	No ☐
Chris Hart	Yea ☒	No ☐
Victor Iverson	Yea ☐	No ☐
Michelle Randall	Yea ☐	No ☐
Kress Staheli	Yea ☒	No ☐
Kevin Tervort	Yea ☒	No ☐

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

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

WHEREAS, a \$0.10 increase in the rate per thousand gallons of wholesale culinary water, from \$1.44 to \$1.54 per thousand gallons, sold to Municipal Customers has been proposed; and

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

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

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

NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District hereby authorizes a \$0.10 increase in the rate per thousand gallons of wholesale culinary water, from \$1.44 to \$1.54 per thousand gallons, sold to Municipal Customers under the Revised Regional Water Supply Agreement.

DATED this 7 day of June, 2022.



ED BOWLER, Chairman

Attest:



ROBERTA MCMULLIN, Secretary

VOTING:

Ed Bowler	Yea ☒	No ☐
Adam Bowler	Yea ☒	No ☐
Chris Hart	Yea ☒	No ☐
Victor Iverson	Yea ☐	No ☐
Michelle Randall	Yea ☐	No ☐
Kress Staheli	Yea ☒	No ☐
Kevin Tervort	Yea ☒	No ☐

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

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

WHEREAS, a \$0.10 increase in the rate per thousand gallons of secondary water, from \$0.90 to \$1.00 per thousand gallons, sold to Municipal Customers under the Regional Water Supply Agreement and other contract customers has been proposed; and

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

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

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

NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District hereby authorizes a \$0.10 increase in the rate per thousand gallons of secondary water, from \$0.90 to \$1.00 per thousand gallons, sold to Municipal Customers and other contract customers.

DATED this 7 day of June, 2022.



ED BOWLER, Chairman

Attest:



ROBERTA MCMULLIN, Secretary

VOTING:

Ed Bowler	Yea ☒	No ☐
Adam Bowler	Yea ☒	No ☐
Chris Hart	Yea ☒	No ☐
Victor Iverson	Yea ☐	No ☐
Michelle Randall	Yea ☐	No ☐
Kress Staheli	Yea ☒	No ☐
Kevin Tervort	Yea ☒	No ☐

PINE VALLEY MOUNTAIN FARMS WATER COMPANY

Water Conservancy Board Meeting Presentation

June 7, 2022 at 6:00 p.m.

Immediate/Critical Issues

1. Tank Refurbish

i. Condition:

- 1. 32-year old tank**
- 2. Severe rust/corrosion damage to beams and sections of roof support system**
- 3. Some rust on interior walls and numerous rust spots on floor of tank**
- 4. Onsite inspection by Stout Construction in March 2022 **strongly recommends** refurbishing the tank this year**

ii. Impact – compromised tank structure and integrity of water supply

iii. Solution – refurbish scheduled for Winter 2022-2023

- 1. 45-60 day project**
- 2. May require renting or purchasing 10-20K gallon back up tank for emergency use to keep wear and tear off pumps and better handle pressure and flow issues within the distribution system**

iv. Projected Cost

- 1. February 2022 bid was between \$100-125K; recent bid price has increased 20% (\$120-150K)**

a. Financing

- i. Company capital improvement fund (\$75,000)**
- ii. DDW Revolving Fund Loan (\$75,000)**
- iii. WCWCD (unknown)**
- iv. US Department of Interior WaterSmart Cost Sharing Grants (longshot)**

2. Water Loss through numerous leaks on 1200-foot section of water main

i. Condition:

- 1. 6" line (20-foot sections) installed between 1976 & 1986**
- 2. 5-6 known leaks at varying points along the section, 4 along the north end, 1-2 on the south end**
- 3. Heavy vegetation and several large trees have led to chronic root invasion at the joints**

v. Financing:

a. Financing (all options)

- i. DDW Revolving Fund Loan (all)**
- ii. WCWCD (unknown)**
- iii. US Department of Interior WaterSmart Cost Sharing Grants (longshot)**

REFORMS FOR INCREASING REVENUE AND REDUCING COSTS

- **2021-2022 has been a transition year for PVMF Water Company with the following improvements having been made or in progress. These much needed improvements will positively impact the fiscal health of the Company and its ability to save for future projects**
 - **Submission of Insurance and Bond claims as an attempt to recover \$21,000 in missing cash and misappropriated funds prior to new board assuming management of the Company in July 2021**
 - **Over \$5000 in long-standing delinquent payments have been collected**
 - **Over \$6700 in annual administrative costs have been eliminated**
 - **Company is encouraging volunteer efforts within the water user community to keep administrative and labor costs down**
 - **Previous management practice of comping water for services has been stopped, which has increased revenue**
 - **Seeking competitive bids and rates for contractors to perform repair work for Company**
 - **Addressing long-standing water loss issues to reduce operational expenses**
 - **Currently the Water Company is updating its governing documents, evaluating its membership fees, and reviewing its water rate structure to more fairly distribute expenses based on rights of water use and actual water use**
 - **The Company goal is to increased gross income to \$70,000 (projected income at current water rates for 2022-2023 is approximately 67,200)**
 - **Three-Year Fiscal Plan**
 - **Save and maintain 1 year of expenses in savings (presently \$38,000)**
 - **Make payments on 30-year low to no interest loan**
 - **Contribute \$15,000 annually to Capital Improvement Fund**

- **Seek supplemental support from WCWCD for water conservation project(s) i.e. pipeline replacement and new meter installation**



Procurement Memo

To Zachary Renstrom, General Manager
From Randy Johnson, Project Manager
Date June 7th, 2022
Subject Procurement of Design and Construction Management Service

Type of Procurement: Design Professional Procurement

Item Description: Design and Construction Management services for an approx. 12,500 ft long, 24" pipeline at Sand Hollow from the North Dam to the West Dam.

Reason for Procurement: The Project Development department of the Washington County Water Conservancy District (District) needs to procure this service in order to construct a new pipeline in the Sand Hollow System.

Review of Design Professionals: The following design professionals submitted statements in response to the District's Request for Statements of Qualifications. Alpha Engineering was the highest scoring design professional with which a satisfactory contract was negotiated at a price fair and reasonable to the District.

1. Alpha Engineering-This design professional was determined to best meet the needs of the District because they had the highest average score when evaluated on their qualifications, knowledge and experience, management plan, and references as related to this project. A satisfactory contract was negotiated with this design professional at a price fair and reasonable to the District.
2. Bowen Collins and Associates: This design professional did not score as high as the successful design professional.
3. AE2S Engineering: This design professional did not score as high as the successful design professional
4. Civil Science Engineering: This design professional did not score as high as the successful design professional

Purchase Amount: \$214,276

Contract Type(s): Fixed Price

Approved:

Zachary Renstrom, General Manager



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

May 31, 2022

Washington County Water Conservancy District
c/o Mr. Randy Johnson, Project Manager
533 East Waterworks Drive
St. George, Utah 84770

Re: Scope of Work and Cost Proposal to Provide Engineering Services – Sand Hollow North Dam to West Dam Pipeline Project

Dear Randy,

We appreciate the opportunity to submit this scope of work and cost proposal to provide engineering services for the Washington County Water Conservancy District's (WCWCD) Sand Hollow North Dam to West Dam Pipeline Project (NDWDP). As provided in our Statement of Qualifications, the following individuals are proposed to be used on this project:

- Glen E. Carnahan, P.E., Principal in Charge and Staff Resources Manager
- Brent E. Gardner, P.E., Senior Engineer and Project Manager
- Russ Vernon, P.E. Quality Control
- Todd Gardner, P.E., Pipeline Design
- Jared Madsen, P.E., Design Report and Cost Estimating
- Scott Woolsey, P.L.S., Site Survey
- Steven Wells, P.E., Geotechnical Design (Landmark Testing)

We understand it is proposed to interconnect a new 24-inch ductile iron pipeline from the Sand Hollow Groundwater Treatment Plant (SHGWTP) and extending it approximately 12,000 feet to an existing pipeline connecting to the existing 2-million gallon tank on the East side of the North Dam to provide for mixing of treated water.

We feel this project team will provide the expertise required for the successful completion of this project. We anticipate the design of all the phases being considered will be over a 6 to 8-month time frame. A more detailed schedule will be provided when we understand time elements the District is trying to meet. Attached is our proposed scope of work and project budget. Please let us know if you have any questions regarding this proposal.

Sincerely,

Brent Gardner, P.E.

ALPHA ENGINEERING COMPANY

Attachments: Exhibit A – Scope of Work
Project Budget Worksheet
Geotechnical Engineer Proposal

AGREEMENT
(Appraisal Services for the Lake Powell Pipeline Project)

This Agreement is made and entered into effective on the 26~~th~~ day of May, 2022, by and between the Washington County Water Conservancy District, a political subdivision of the state of Utah (the "District"), and Morley & McConkie, a limited company ("Contractor").

RECITALS

WHEREAS, the District desires to engage a consultant to perform appraisal services for rights of way for the Lake Powell Pipeline Project; and

WHEREAS, the Contractor has submitted a proposal and has been selected to perform consulting services to the District as more fully set forth in the Scope of Work, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

SPECIFIC TERMS

1. Scope of Work.

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

2. Payment.

The District shall pay the Contractor in accordance with the Fee Proposal, attached hereto and incorporated herein as Exhibit B, pursuant to monthly invoices submitted by the Contractor. The Contractor will only invoice actual accrued costs. The District will remit payment to the Contractor 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 Contractor that exceeds the amounts specified in the Fee Proposal, for any specified line item or cumulatively, without an approved addendum to the Scope of Work and Fee 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 subcontracts hereto.

GENERAL TERMS

1. **Form of Deliverables.** All deliverables shall be produced in both hard copy and electronic 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.

2. **Compliance with other contracts.** Contractor shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement.

3. **Availability of Funds.** Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.

4. **Independent Contractor.** Both parties hereto agree that the Contractor shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Contractor shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Contractor by the District. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Contractor.

5. **Subcontracts.** Unless otherwise provided by the terms of this Agreement, Contractor shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, Contractor agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the Subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used. Contractor shall submit the name of each subcontractor which Contractor 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. **Ownership of Information.** Title to all reports, information, data, computer data elements, and software prepared by the Contractor in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. The Contractor may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District, which shall not be unreasonably withheld. Subject to applicable State and Federal laws, regulations, and

contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information.

7. Confidentiality of Records. The Contractor shall establish, maintain, and practice procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Contractor's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Contractor shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Contractor to disclose information other than as is set forth in this section, prior to doing so, Contractor shall apply to the District for written permission to make such disclosure.

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

9. Sales Tax Exemption. The District's sales and use tax exemption number is 12562246-002-STC. The tangible personal property or services being purchased are being paid from public funds and used in the exercise of the District's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this or another government entity, unless otherwise expressly stated in the Agreement.

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

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

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

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

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

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

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

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

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

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

20. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. MORGAN DRAKE
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

MORLEY & MCCONKIE
ATTN. CRAIG MORLEY
368 E RIVERSIDE DR. BLDG #4
ST. GEORGE, UTAH 84790

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

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

32. 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.

33. 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.

34. 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.

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

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

Exhibit A: Scope of Work
Exhibit B: Fee Proposal

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

**WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

By: _____
Zachary Renstrom, General Manager

MORLEY & MCCONKIE

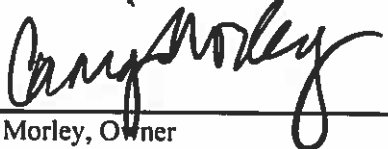
By:  _____
Craig Morley, Owner

EXHIBIT A SCOPE OF WORK

Introduction and Background

1. The District is seeking to establish a comprehensive term contract for Appraisal Services for Real Property acquisitions, dispositions, appraisal review, and litigation support as needed.
2. Work may be performed in one or both of the following categories: General Appraisal and Review Appraisal.
3. The service areas consist of the following Utah and Arizona counties: Washington and Kane Counties in Utah; Coconino and Mohave Counties in Arizona.
4. Services provided will be on an "on-call" schedule basis upon request of the District.

General Requirements

1. The Appraiser shall have the suitable qualifications and the required certification in the services they propose to provide in Utah and/or Arizona.
2. The type, extent, cost, and duration of services provided by the Appraiser shall be established between the District and the Appraiser prior to providing services.
3. Task assignments and any amendments thereto must be authorized in writing by the District in advance.
4. The Appraiser shall not provide appraisal work for any private property owner within the project during the duration of the project assignment where the Appraiser provides appraisal services to the District. Failure to comply with this requirement will result in termination for default. "Duration" is defined as from the contract effective date to the Notice of Construction Completion issued by the District.

Specific Requirements

1. General Appraisal Reports
 - a. The original task assignment will generally include a lump sum amount for the appraisal and report. Amendments may include a lump sum or hourly rate for an update or for additional work.
 - b. On partial acquisitions, appraisals will always include before and after analysis unless otherwise directed by the District.
 - c. If the subject property is improved, the property must be appraised as improved unless otherwise directed by the District.
 - d. If the District determines that the Appraiser failed to completely perform any of the required tasks, did not provide a sufficient level of information, committed errors of any nature, and/or omitted necessary documentation concerning the work performed, or failed to comply with the requirements of the contract, the Appraiser shall agree to correct deficiencies and errors within three (3) business days of notification, as well as furnish the required documentation at no additional costs to the District.
 - e. Unless specified otherwise, the Appraiser shall prepare each appraisal or appraisal review. The content of each report must be consistent with the intended use. Electronic PDF files for all submittals of reports will be required. Other electronic formats are not acceptable.
2. Expert Witness
 - a. The District reserves the right to retain expert appraisal witnesses regarding any parcel after a condemnation case has been prepared. That expert witness will not be selected under the terms of this contract.

Appraiser's Responsibilities

1. The Appraiser shall meet with the District for specific assignment requirements, guidelines, policies, and procedures.
2. The Appraiser shall perform all requested consulting services in accordance with, but not limited to, specifications set forth herein. The Appraiser shall follow accepted principles and techniques and appropriate appraisal standards in valuation of real property.
3. The Appraiser shall perform assignments in accordance with the current applicable laws enacted by the States of Utah and Arizona as applicable and rules related to the appropriate Uniform Standards of Professional Appraisal Practice (USPAP), as defined nationally by the Appraisal Foundation and the Appraisal Standards Board (ASB).
4. All appraisal reports shall conform to the current editions of the following:
 - i. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended, Including 49 Code of Federal Regulations (CFR) Part 24 dated January 4, 2005, and
 - ii. The Uniform Standards of Professional Appraisal Practice (USPAP).
5. The Appraiser shall initiate contact with property owners to schedule property inspection in accordance with District policies and procedures.
6. The Appraiser shall maintain current copies of required certifications throughout the term of the contract.
7. The Appraiser shall contact the District immediately if the appraisal needs to be revised and/or updated due to factors beyond the Appraiser's control (e.g. District was denied access to the property).
8. Revisions as requested by the District resulting from changes in construction and/or right of way plans, which may include the addition or deletion of parcels, shall be completed upon the agreed schedule following the negotiations for additional services and schedule.
9. The Appraiser shall perform an in-house quality review of the appraisal (including all mathematical computations, grammar, and valuation methodology) prior to submitting the appraisal report to the District.
10. Failure to deliver acceptable reports on the agreed upon due date shall result in the assessment of liquidated damages in the amount of \$300 per calendar day, per report, for each day beyond the due date. The Appraiser bears the risk of mail service or any other method of delivery. If the Appraiser cannot deliver the report of an assignment to the District in the agreed upon time, the Appraiser must submit in writing a request for extension to the District no later than ten (10) business days prior to the due date.
11. Within five (5) business days after the District approves the acceptability for the initial report submittal(s), the Appraiser will deliver an electronic pdf file copies of the final report.
12. Any updated report required for legal proceedings within 24 months of the date of the original appraisal report shall be provided at no greater than the original appraisal report fee.
13. The Appraiser shall be responsible for the appraisal work for the District and shall substantially perform the work. The Appraiser shall physically inspect each subject property appraised and all comparable properties utilized in completing the appraisal assignment.
14. The Appraiser shall submit complete reports, including a copy of the plat or plan sheet, ownership record sheet identifying the parcel appraised, and all other required documentation and supporting data.
15. The Appraiser, as directed by the District, shall provide expert witness services, including appraisal updates, appearance at legal proceedings in connection with the District's acquisition of the property at a fee, and schedule to be negotiated. The contract shall remain in effect and

continue to be extended for the services authorized by this clause until all parcels assigned to the appraiser are acquired.

District's Responsibilities

1. The District shall provide the Appraiser with specific assignments, requirements, and applicable policies and procedures.
2. In accordance with District guidelines, policies and procedures, the District shall provide or make available the following, if applicable to the assignment and if available:
 - i. Parcel maps or right of way plans, ownership record sheets, construction plans, and title reports.
 - ii. Specific directives and required forms as necessary.
 - iii. All pertinent documents and information contained in the District's files.
 - iv. Written description of the services required and the due date for submission.
3. The District may request correction of errors, clarifications, or explanations, but the District shall not influence the opinion of an Appraiser or Reviewer.

**EXHIBIT B
FEE PROPOSAL**

Utah: \$300 per property for the appraiser's time with - \$100 per hour for research assistance.

Mohave & Coconino: \$300 per property for the appraiser's time with - \$100 per hour for research assistance.

AGREEMENT
(Appraisal Services for the Lake Powell Pipeline Project)

This Agreement is made and entered into effective on the ~~26th~~ day of May, 2022, by and between the Washington County Water Conservancy District, a political subdivision of the state of Utah (the "District"), and Morley & McConkie, a limited company ("Contractor").

RECITALS

WHEREAS, the District desires to engage a consultant to perform appraisal services for rights of way for the Lake Powell Pipeline Project; and

WHEREAS, the Contractor has submitted a proposal and has been selected to perform consulting services to the District as more fully set forth in the Scope of Work, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

SPECIFIC TERMS

1. Scope of Work.

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

2. Payment.

The District shall pay the Contractor in accordance with the Fee Proposal, attached hereto and incorporated herein as Exhibit B, pursuant to monthly invoices submitted by the Contractor. The Contractor will only invoice actual accrued costs. The District will remit payment to the Contractor 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.

contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information.

7. Confidentiality of Records. The Contractor shall establish, maintain, and practice procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Contractor's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Contractor shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Contractor to disclose information other than as is set forth in this section, prior to doing so, Contractor shall apply to the District for written permission to make such disclosure.

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

9. Sales Tax Exemption. The District's sales and use tax exemption number is 12562246-002-STC. The tangible personal property or services being purchased are being paid from public funds and used in the exercise of the District's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this or another government entity, unless otherwise expressly stated in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

32. 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.

33. 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.

34. 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.

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

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

Exhibit A: Scope of Work

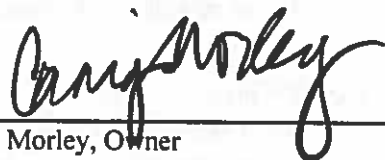
Exhibit B: Fee Proposal

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

**WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

By: _____
Zachary Renstrom, General Manager

MORLEY & MCCONKIE

By:  _____
Craig Morley, Owner

Appraiser's Responsibilities

1. The Appraiser shall meet with the District for specific assignment requirements, guidelines, policies, and procedures.
2. The Appraiser shall perform all requested consulting services in accordance with, but not limited to, specifications set forth herein. The Appraiser shall follow accepted principles and techniques and appropriate appraisal standards in valuation of real property.
3. The Appraiser shall perform assignments in accordance with the current applicable laws enacted by the States of Utah and Arizona as applicable and rules related to the appropriate Uniform Standards of Professional Appraisal Practice (USPAP), as defined nationally by the Appraisal Foundation and the Appraisal Standards Board (ASB).
4. All appraisal reports shall conform to the current editions of the following:
 - i. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended, Including 49 Code of Federal Regulations (CFR) Part 24 dated January 4, 2005, and
 - ii. The Uniform Standards of Professional Appraisal Practice (USPAP).
5. The Appraiser shall initiate contact with property owners to schedule property inspection in accordance with District policies and procedures.
6. The Appraiser shall maintain current copies of required certifications throughout the term of the contract.
7. The Appraiser shall contact the District immediately if the appraisal needs to be revised and/or updated due to factors beyond the Appraiser's control (e.g. District was denied access to the property).
8. Revisions as requested by the District resulting from changes in construction and/or right of way plans, which may include the addition or deletion of parcels, shall be completed upon the agreed schedule following the negotiations for additional services and schedule.
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10. Failure to deliver acceptable reports on the agreed upon due date shall result in the assessment of liquidated damages in the amount of \$300 per calendar day, per report, for each day beyond the due date. The Appraiser bears the risk of mail service or any other method of delivery. If the Appraiser cannot deliver the report of an assignment to the District in the agreed upon time, the Appraiser must submit in writing a request for extension to the District no later than ten (10) business days prior to the due date.
11. Within five (5) business days after the District approves the acceptability for the initial report submittal(s), the Appraiser will deliver an electronic pdf file copies of the final report.
12. Any updated report required for legal proceedings within 24 months of the date of the original appraisal report shall be provided at no greater than the original appraisal report fee.
13. The Appraiser shall be responsible for the appraisal work for the District and shall substantially perform the work. The Appraiser shall physically inspect each subject property appraised and all comparable properties utilized in completing the appraisal assignment.
14. The Appraiser shall submit complete reports, including a copy of the plat or plan sheet, ownership record sheet identifying the parcel appraised, and all other required documentation and supporting data.
15. The Appraiser, as directed by the District, shall provide expert witness services, including appraisal updates, appearance at legal proceedings in connection with the District's acquisition of the property at a fee, and schedule to be negotiated. The contract shall remain in effect and

**EXHIBIT B
FEE PROPOSAL**

Utah: \$300 per property for the appraiser's time with - \$100 per hour for research assistance.

Mohave & Coconino: \$300 per property for the appraiser's time with - \$100 per hour for research assistance.



Deep Wells

May 9, 2022

1

Hurricane Fault Deep Wells

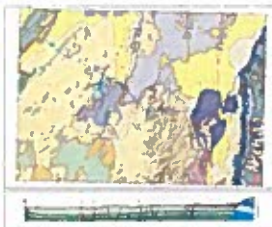
- Use of new water along Hurricane Fault has been in district plans for several years
- On March 4, 2022, District filed an 'Application to Appropriate' water from deep wells
 - Up to 19 wells
 - Up to 12,900 af/year
 - Unappropriated ('new') water

2

Fracture Flow vs. Water from Bedrock

District uses fracture flow concepts to site wells

- Map faults and fracture zones
- Yield 2-3 times greater from fractured rock



Rowley, et al., 2004, "Geology and hydrology of the land surface resources and the Hurricane Fault, Washington County, Utah" Report WCHC-02, 14 pp

3

Groundwater Flow

Shallow alluvial aquifer water is flowing north to south

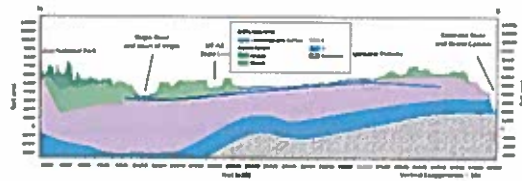


Figure 11. Permeability profile of the Hurricane Fault area

4

Regional Groundwater Flow

"Regionally, however, flow in the C and R aquifers does not appear to move from the I-15 corridor towards the Grand Canyon... Furthermore, flow to the Grand Canyon from the I-15 corridor region would be opposite of the dominant direction of dip of the geologic units in the area. Thus, there is no evidence that the Virgin River basin provides intrabasinal groundwater flow to the Grand Canyon."



Source: Utah Geological Survey, Inkenbrandt, et al., 2013, "Regional Groundwater Flow and Water Quality in the Virgin River Basin and Surrounding Areas, Utah and Arizona."

9

Summary

- Scientific studies and observed conditions show:
 - Ash Creek basin is losing water to deep aquifers
 - The Hurricane Fault to be a conduit for groundwater flow
- There are no existing uses of the 'C' and 'R' aquifer water resources
- It can be demonstrated that this water is new and unappropriated

10



Board Meeting June 2022

1

City Water Conservation Projects

Funding Options

- Surcharge fee
- General fund (limited)
- Impact fee (currently not an option)

Choosing Projects

- First in => first funded
- One-time yearly application

Funding Projects

- By project
- Total water saved
- Public spotlight
- Matching with funds
- Divide the funding based upon a factor
 - Population
 - Visitor size
 - Water savings
 - Etc.

2

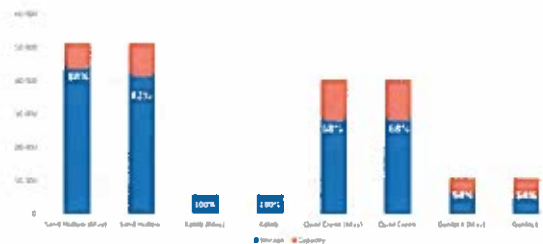
City Water Conservation Projects

Recommendation

- There is a set budget
 - Surcharge funds
- One time a year application (keep it simple)
- The staff prepares a review of all the projects
 - Water saving
 - Total cost
 - Matching funding
 - Etc.
- One time a year, the Board selects the projects

3

Current Reservoir Levels



4