



BOARD OF TRUSTEES PUBLIC MEETING

Meeting date: August 3, 2022
Time: 6 p.m.
Location: 533 E. Waterworks Dr., St. George, UT 84770
Participants: Board members including Ed Bowler, Kress Staheli, Victor Iverson, Kevin Tervort & Michele Randall. Board members Adam Bowler and Chris Hart were not present. District staff including Zach Renstrom, general manager; Mindy Mees, secretary; Jodi Richins, general counsel; Brie Thompson, associate general manager; Corey Cram, associate general manager; and Karry Rathje, communications and government affairs manager. Other meeting attendees are noted on the attached sign-in sheet.

Washington County School District presentation on water conservation

Robert Parr, Energy Education Specialist for the Washington County School District (WCSD) shared information on recent water conservation efforts. WCSD has been in the top 20 percent of water users in the county over the last few years, so the team conducted water audits on 61 buildings to identify use reduction opportunities. Audits included identifying non-functional grass for removal, monitoring/adjusting irrigation practices, eliminating leaks, and making other efforts to reduce water use. WCSD has reduced its water use by 23% in 2021 when compared to 2020.

Update on Impact Fee Facilities Plan and Analysis drafting status

Aaron Anderson with Bowen Collins & Associates gave a preliminary overview of the state-required Impact fee Facilities Plan (IFFP) & Impact Fee Analysis (IFA). The IFFP identifies the level of service, system capacity excess, and additional capacity needed to serve projected growth.

The IFA identifies the anticipated impacts of the new development on the system and estimates a proportionate share of the project costs to determine the impact fee amount, in accordance with state law.

In 2017, the district's level of service was 0.89 acre feet per Equivalent Residential Connection (ERC). The proposed level of service in the 2022 draft plan is 0.59 acre feet per ERC to accommodate current water conservation goals.

A summary of current projects was discussed, with estimated costs and construction timelines.

Grass rebate discussion

Karry Rathje provided information related to the grass rebate program, which was included in the district's updated 2021 Water Conservation Plan. In 2022, state legislators appropriated \$5 million to fund a statewide grass removal program. The Utah Division of Water Resources is determining the program requirements and processes, with an anticipated launch this fall. Rebates are anticipated to be issued in the amount of \$1.25 per square foot on a first-come, first-served basis. The district will be responsible for some cost sharing (estimated 50% match) and local program management. District leadership is reviewing the district's budget to allocate program funds in the proposed amount of \$3 million in addition to administrative costs. More information will be forthcoming as the state finalizes program details.

Consider approving agreement for Warner Draw Watershed supplemental work plan

NRCS is considering projects that include improving drainage in the Washington Fields area updating the Hurricane Canal Company irrigation system and making other needed system improvements. An agreement was signed, but activities were delayed due to covid. Because this agreement expires at the end of this year, a new agreement will need to be signed.

Michele Randall moved to approve agreement for Warner Draw Watershed supplemental work plan. The motion was seconded by Kevin Tervort, and all voted aye.

Consider approving P-Cards for employees Justin Hudspeth, Brandon Robinson, John Riggins & Scott McLaws

New district employees working at the water treatment plant and in the field will need P-cards for purchases.

Victor Iverson moved to approve P-Cards for new employees Justin Hudspeth, Brandon Robinson, John Riggins & Scott McLaws. The motion was seconded by Michele Randall, and all voted aye.

Consider approving amendment to Government Consulting Agreement (assigned to Hartman Management Group)

Hartman Management Group will be providing government consulting services for the district under an agreement assigned to them by Finlinson & Finlinson, PLLC. The amendment reduces the fees compared to the prior agreement, which will be a savings for the district.

Victor Iverson moved to approve the amendment to Government Consulting agreement to Hartman Management Group. The motion was seconded by Kevin Tervort, and all voted aye.

Project status reports:

Ash Creek Pipeline

Pipeline installation is underway and has been completed from the Leap Creek and South Ash areas to Pintura. Currently working on pressurized irrigation in Pintura. The project is on schedule.

Toquer Reservoir

The district is actively seeking experts (three professional consultants) to serve on the committee for dam review. Construction should start this fall.

Cottam Tank

Sub-grading work and foundation liner has been installed. Wadsworth Construction is on schedule.

Manager's report

Zach reported on precipitation and soil moisture. The monsoon rains are helping with the soil moisture, which is important for runoff in the spring. If the soil is moist, the water from the snowpack flows into the rivers. Local reservoir storage is doing well, with the exception of Enterprise.

Consider approving of July 6, 2022, Board of Trustees' meeting minutes

Kress Staheli made a motion to approve the Board of Trustee Meeting minutes from the July 6, 2022, board meeting. Michele Randall seconded the motion, and all voted aye.

Request for a closed session to discuss litigation

Victor Iverson made a motion to adjourn the public meeting to a closed session to discuss litigation. Kevin Tervort seconded the motion, and a roll call vote was taken as follows:

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

Adjourn to close session

At the end of the closed meeting, a motion was made as follows:

Kevin Tervort made a motion to adjourn the closed session and return to the public meeting. Michele Randall seconded the motion, and a roll call vote was taken as follows:

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

The meeting was adjourned upon motion.

Mindy Mees, Secretary

WARNER DRAW WATERSHED, UTAH
SUPPLEMENTAL WATERSHED WORK PLAN AGREEMENT #9
between

Washington County
City of Hurricane
Washington City
City of St. George
Washington County Water Conservancy District
(Referred to herein as Sponsors)

and the

Natural Resources Conservation Service,
U.S. Department of Agriculture
(Referred to herein as NRCS)

Whereas, application has heretofore been made to the Secretary of Agriculture by Sponsors for assistance in preparing a plan for works of improvement for Supplement No. 9 to the Warner Draw Watershed, Utah, under the authority of the Watershed Protection and Flood Prevention Act, as amended (16 U.S.C. Sections 1001 to 1008, 1010, and 1012; and

Whereas, the responsibility for administration of the Watershed Protection and Flood Prevention Act (Public Law 83-566), as amended, has been assigned by the Secretary of Agriculture to the NRCS; and

Whereas, there has been developed through the cooperative efforts of the Sponsors and the NRCS a Watershed Work Plan and Environmental Assessment for works of improvement for the Warner Draw Watershed, Utah, hereinafter referred to as the Watershed Project or Plan, which Plan is annexed to and made part of this agreement;

Now, therefore, the Secretary of Agriculture through the NRCS and the Sponsors hereby agree on this Watershed Plan and that the works of improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this Watershed Plan and including the following:

- 1. Term.** The term of this agreement is for the installation period and evaluated life of the project (52 years) and does not commit the NRCS to assistance of any kind beyond the end of the evaluated life.
- 2. Costs.** The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto will be the actual costs incurred in the installation of works of improvement.
- 3. Real Property.** The Sponsors will acquire such real property as will be needed in connection with the works of improvement. The amounts and percentages of the real property acquisition costs to be borne by the Sponsors and the NRCS are as shown in the cost-share table in section 5 hereof.

The Sponsors agrees that all land acquired for measures, other than land treatment practices, with financial or credit assistance under this agreement will not be sold or otherwise disposed of for the evaluated life of the project except to a public agency that will continue to maintain and operate the development in accordance with the operation and maintenance agreement.

4. **Uniform Relocation Assistance and Real Property Acquisition Policies Act.** The Sponsors hereby agrees to comply with all of the policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. Section 4601 et seq. as further implemented through regulations in 49 CFR Part 24 and 7 CFR Part 21) when acquiring real property interests for this federally assisted project. If the Sponsors are legally unable to comply with the real property acquisition requirements, it agrees that, before any Federal financial assistance is furnished; it will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance.
5. **Cost-Share for Watershed Project Plans.** Table 1-Warner Draw Watershed Agreement Cost-Share Percentages & Amounts shows the estimated cost-share percentages and amounts for Watershed Project Plan implementation.

Table 1. Warner Draw Watershed Agreement - Cost-Share Percentages and Amounts

Works of Improvement	NRCS		Sponsors		Total Cost
<i>Cost-Sharable Items</i>	%	Cost	%	Cost	
Watershed Protection Measures	65	\$3,184,000	35	\$1,715,000	\$4,899,000
Flood Prevention Measures	100	\$7,248,000	0	\$0	\$7,248,000
Public Recreation Measures	50	\$944,500	50	\$944,500	\$1,889,000
Agricultural Water Management Measures	75	\$8,648,000	25	\$2,883,000	\$11,531,000
Real Property Acquisition Cost	50	\$415,000	50	\$415,000	\$830,000
Project Administration	50	\$640,000	50	\$640,000	\$1,280,000
Real estate appraisal fees, legal fees,	-	\$0	-	\$0	\$0
Relocation ^{1/}	-	\$0	-	\$0	\$0
Subtotal: Cost-Sharable	76	\$21,079,500	24	\$6,597,500	\$27,677,000
<i>Non-Cost-Sharable Items ^{1/}</i>	NRCS		Sponsors		Total Cost
	%	Cost	%	Cost	
NRCS Technical Assistance/Engineering	100	\$2,559,000	0	\$0	\$2,559,000
Project Administration	-	\$0	-	\$0	\$0
Construction Management	-	\$0	-	\$0	\$0
Permits	0	\$0	100	\$140,000	\$140,000
Real Property Rights	0	\$0	100	\$1,382,000	\$1,382,000
Water Rights	0	\$0	100	\$5,020,000	\$5,020,000
Relocation, Beyond Required Decent, Safe, ...	-	\$0	-	\$0	\$0
Non-Project Costs	-	\$0	-	\$0	\$0
Subtotal: Non-Cost-Sharable Costs	28	\$2,599,000	72	\$6,542,000	\$9,101,000
Grand Total:	64	\$23,638,500	36	\$13,139,500	\$36,778,000

^{1/} - The cost-share rate is the percentage of the average cost of installing the practice in the selected plan for the evaluation unit. During

project implementation, the actual cost-share rate must not exceed the rate of assistance for similar practices and measures under existing national programs.

² - Investigation of the watershed project area indicates that no displacements will be involved under present conditions. However, in the event that displacement becomes necessary at a later date, the cost of relocation assistance and payments will be cost-shared in accordance with the percentages shown.

³ - If actual Non-Cost-Sharable item expenditures vary from these figures, the responsible party will bear the change

6. **Land Treatment Agreements.** The Sponsors will obtain agreements from owners of not less than 50 percent of the land above each multiple-purpose and floodwater-retarding structure. These agreements must provide that the owners will carry out farm or ranch conservation plans on their land. The Sponsors will ensure that 50 percent of the land upstream of any retention reservoir site is adequately protected before construction of the dam. The Sponsors will provide assistance to landowners and operators to ensure the installation of the land treatment measures shown in the Watershed Plan. The Sponsors will encourage landowners and operators to continue to operate and maintain the land treatment measures after the long-term contracts expire, for the protection and improvement of the watershed.
7. **Floodplain Management.** Before construction of any project for flood prevention, the Sponsors agree to participate in and comply with applicable Federal floodplain management and flood insurance programs. The Sponsors participate in the flood insurance program and are currently in good standing.
8. **Water and Mineral Rights.** The Sponsors will acquire or provide assurance that landowners or resource users have acquired such water, mineral, or other natural resources rights pursuant to State law as may be needed in the installation and operation of the works of improvement.
9. **Permits.** The Sponsors will obtain and bear the cost for all necessary Federal, State, and local permits required by law, ordinance, or regulation for installation of the works of improvement.
10. **NRCS Assistance.** This agreement is not a fund-obligating document. Financial and other assistance to be furnished by the NRCS in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.
11. **Additional Agreements.** A separate agreement will be entered into between the Sponsors and the NRCS before either party initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.
12. **Amendments.** This plan may be amended or revised only by mutual agreement of the parties hereto, except that the NRCS may deauthorize or terminate funding at any time if it determines that the Sponsors have failed to comply with the conditions of this agreement or when the program funding or authority expires. In this case, the NRCS must promptly notify the Sponsors in writing of the determination and the reasons for the deauthorization of project funding, together with the effective date. Payments made to the Sponsors or recoveries by the NRCS must be in accordance with the legal rights and liabilities of the parties when project funding has been deauthorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between the Sponsors and the NRCS having specific responsibilities for the measure involved.

- 13. Prohibitions.** No member of or delegate to Congress, or resident commissioner, may be admitted to any share or part of this plan, or to any benefit that may arise therefrom; but this provision may not be construed to extend to this agreement if made with a corporation for its general benefit.
- 14. Operation and Maintenance (O&M).** The Sponsors will be responsible for the operation, maintenance, and any needed replacement of the works of improvement by performing the work or arranging for such work, in accordance with an O&M Agreement. An O&M agreement will be entered into before Federal funds are obligated and will continue for the project life 50 years. Although the Sponsors' responsibility to the Federal Government for O&M ends when the O&M agreement expires upon completion of the evaluated life of measures covered by the agreement, the Sponsors acknowledge that continued liabilities and responsibilities associated with works of improvement may exist beyond the evaluated life.
- 15. Emergency Action Plan.** Prior to construction, the Sponsors must prepare an Emergency Action Plan (EAP) for each dam or similar structure where failure may cause loss of life or as required by state and local regulations. The EAP must meet the minimum content specified in NRCS Title 180, National Operation and Maintenance Manual (NOMM), Part 500, Subpart F, Section 500.52, and meet applicable State agency dam safety requirements. The NRCS will determine that an EAP is prepared prior to the execution of fund obligating documents for construction of the structure. EAPs must be reviewed and updated by the Sponsor annually.
- 16. Nondiscrimination Provisions.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.
- Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
- To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

By signing this agreement, the recipient assures the USDA that the program or activities

provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

- 17. Certification Regarding Drug-Free Workplace Requirements (7 CFR Part 3021).** By signing this Watershed Agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action as authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation (21 CFR Sections 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of sub-recipients or sub-contractors in covered workplaces).

Certification:

A. The Sponsors certify that they will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The danger of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee must:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a

criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- (5) Notifying the NRCS in writing, within 10 calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice must include the identification numbers of each affected grant.
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4) (b), with respect to any employee who is so convicted.
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

B. The Sponsors may provide a list of the sites for the performance of work done in connection with a specific project or other agreement.

C. Agencies must keep the original of all disclosure reports in the official files of the agency.

18. Certification Regarding Lobbying (7 CFR Part 3018) (for projects > \$100,000)

A. The Sponsors certify to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Sponsor must require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients must certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C., Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not

less than \$10,000 and not more than \$100,000 for each such failure.

19. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (7 CFR Part 3017).

A. The Sponsors certify to the best of their knowledge and belief, that they and their principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Sponsor is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

20. Clean Air and Water Certification. (Applicable if this agreement exceeds \$100,000, or a facility to be used has been subject of a conviction under the Clean Air Act (42 U.S.C. Section 7413(c)) or the Federal Water Pollution Control Act (33 U.S.C. Section 1319(c)) and is listed by EPA, or is not otherwise exempt.)

A. The Sponsors signatory to this agreement certifies as follows:

- (1) Any facility to be utilized in the performance of this proposed agreement is (☐), is not (☒) listed on the Environmental Protection Agency List of Violating Facilities.
- (2) To promptly notify the NRCS-State administrative officer prior to the signing of this agreement by the NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed for use under this agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (3) To include substantially this certification, including this subparagraph, in every nonexempt sub-agreement.

B. The Sponsors signatory to this agreement agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 7414) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, issued there under before the signing of this agreement by the NRCS.
- (2) That no portion of the work required by this agreement will be performed in

facilities listed on the EPA List of Violating Facilities on the date when this agreement was signed by the NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement.

C. The terms used in this clause have the following meanings:

- (1) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.).
- (2) The term “Water Act” means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.).
- (3) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. Section 7414) or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. Section 7412).
- (4) The term “clean water standards” means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local government to assure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. Section 1317).
- (5) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location will be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

21. Assurances and Compliance. As a condition of the grant or cooperative agreement, the sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out below which are hereby incorporated in this agreement by reference, and such other statutory provisions as a specifically set forth herein.

State, Local, and Indian Tribal Governments: OMB Circular Nos. A-87, A-102, A-129, and A-133; and 7 CFR Parts 3015, 3016, 3017, 3018, 3021, and 3052.

Nonprofit Organizations, Hospitals, Institutions of Higher Learning: OMB Circular Nos. A-110, A-122, A-129, and A-133; and 7 CFR Parts 3015, 3017, 3018, 3019, 3021 and 3052.

22. Examination of Records. The Sponsor must give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records,

books, papers, or documents related to this agreement, and retains all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

23. Signatures

Sponsor: Washington County	
By:	
Title:	
Date:	
Address:	Zip Code:
<i>The signing of this plan was authorized by a resolution of the governing body of Washington County adopted at a meeting held on ____.</i>	
_____ Secretary [or other Title] Date: _____	Address _____

Sponsor: City of Hurricane	
By: _____	
Title: _____	
Date: _____	
Address: _____	Zip Code: _____
<i>The signing of this plan was authorized by a resolution of the governing body of City of Hurricane adopted at a meeting held on _____.</i>	
_____ Secretary [or other Title] Date: _____	Address _____

Sponsor: Washington City	
By: _____	
Title: _____	
Date: _____	
Address: _____	Zip Code: _____
<i>The signing of this plan was authorized by a resolution of the governing body of Washington City adopted at a meeting held on _____.</i>	
_____	Address _____
Secretary [or other Title]	
Date: _____	

Sponsor: City of St. George	
By: _____	
Title: _____	
Date: _____	
Address: _____	Zip Code: _____
<i>The signing of this plan was authorized by a resolution of the governing body of City of St. George adopted at a meeting held on_____.</i>	
_____ Secretary [or other Title] Date: _____	Address _____

Sponsor: Washington County Water Conservancy District	
By: <u>Jim D Rhea</u>	
Title: <u>General Manager</u>	
Date: <u>8/10/2022</u>	
Address: <u>533 Water Works St George, UT</u>	Zip Code: <u>84765</u>
The signing of this plan was authorized by a resolution of the governing body of Washington County Water Conservancy District adopted at a meeting held on <u>August 3, 2022</u>	
<u>Wm M</u>	Address <u>533 E Water Works</u>
Secretary [or other Title]	<u>St. George, UT 84770</u>
Date: <u>August 10, 2022</u>	



United States
Department of
Agriculture

Natural Resources Conservation Service

Approved By:

EMILY FIFE

Title: NRCS State Conservationist

Date:

First Amendment to Agreement

This Amendment to the Agreement for Government Consulting Services dated July 1, 2019 (Agreement) by and between Washington County Water Conservancy District (the "District"), and Hartman Management Group, Inc. ("Contractor") is effective July 1, 2022.

WHEREAS, the Agreement has been assigned from Finlinson & Finlinson, PLLC to Hartman Management Group, Inc., subject to a reduction in the contract price and amendment of the payment and other terms as approved by the District, as set forth in the District's letter of consent to the assignment dated May 27, 2022, attached and incorporated herein as Exhibit A; and

WHEREAS, the parties desire to amend the services to be completed by the Contractor to remove Legal Services; and

WHEREAS, the parties desire to amend the payment terms;

NOW THEREFORE, be it resolved that the Agreement is amended as follows:

1. Paragraph 2(a) (Legal Services) of the Agreement is stricken.
2. Paragraph 2(b) Government Relations Services) is hereby amended to strike \$250,000 and replace with \$180,000, to strike each occurrence of \$62,500 and replace with \$45,000, and to strike 2019 and replace with 2022, so that the first two sentences read as follows:

The District will pay the Contractor \$180,000 per year for government relations services to be paid in four equal quarterly payments of \$45,000 per year. Beginning July 1, 2022, the Contractor will invoice the District quarterly for \$45,000.

All the remaining provisions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this First Amendment to Agreement.

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT



Zachary Renstrom, General Manager

HARTMAN MANAGEMENT GROUP, INC.



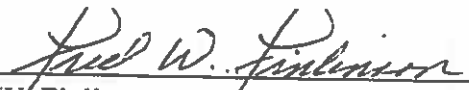
R. Daniel Hartman, President

Assignment of Agreement

Effective July 1, 2022, Finlinson & Finlinson, PLLC (Assignor), party to that certain Agreement for Government Consulting Services dated July 1, 2019 (Agreement), with Washington County Water Conservancy District, hereby assigns, transfers, releases and sets over unto Hartman Management Group, Inc. (Assignee) all right, title, and interest in and to the Agreement pursuant to the terms thereof and subject to the conditions in the District's letter of consent to the assignment dated May 27, 2022 (Consent), attached and incorporated herein as Exhibit A.

Assignee hereby assumes all obligations of Assignor under the Agreement.

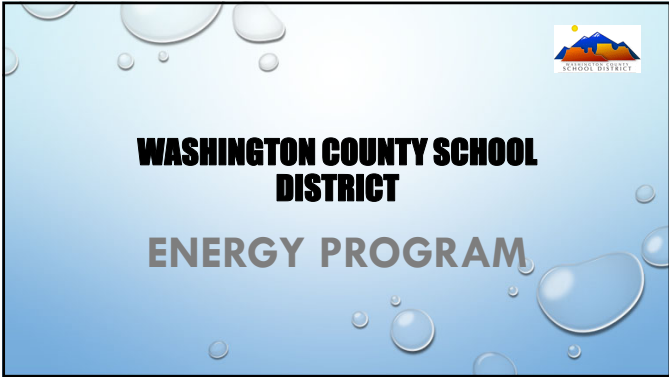
FINLINSON & FINLINSON, PLLC


Fred W. Finlinson, Manager

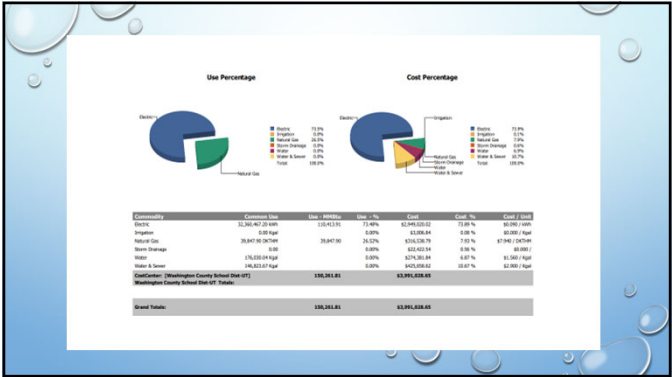
HARTMAN MANAGEMENT GROUP, INC.



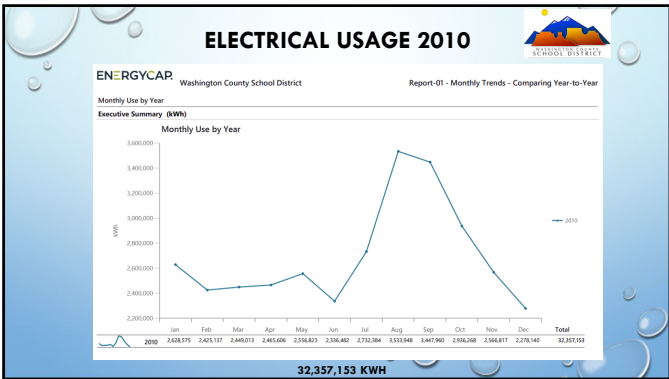
R. Daniel Hartman, President



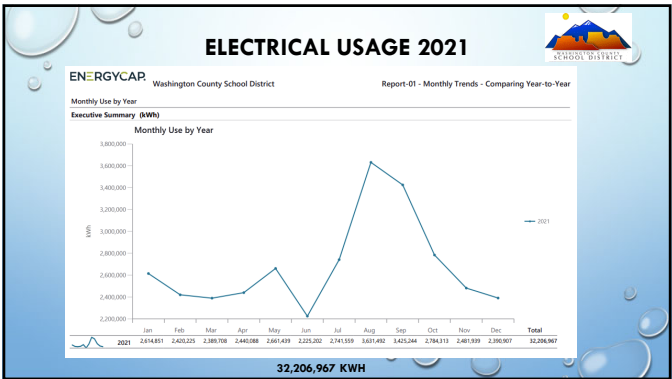
1



2



3



4

MEET THE ENERGY TEAM



- ROB PARR
- CLINT HANSEN
- SHIRL ROBINSON

5

YOU CAN'T MANAGE WHAT YOU DON'T MEASURE!

- 61 Buildings
- 5,258,423 Square Feet
- 767.7 Acres

6

WATER CONSERVATION



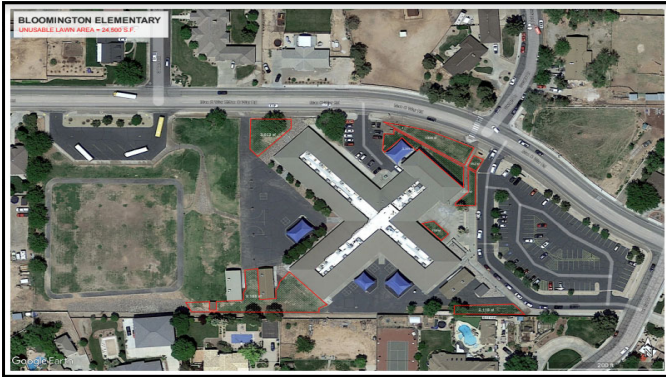
- Washington County Water Conservancy District
 - We are in the top 20% water users in the county.
- Watering best practices
 - Start by watering one day and increase days as temperature increases.
- Be Water Wise!
 - Check campus and building daily for leaks, puddles, and wet or dry areas!
 - Energy Team has started auditing all campuses.
 - 4 leaks were found on the 1st day alone!

7

SINCE 1ST MEETING WITH WCWCD

- Awareness
- Water Audits
- Certifications
- Irrigation Technicians
- Custodians
- Looking for areas to remove non-functional turf.

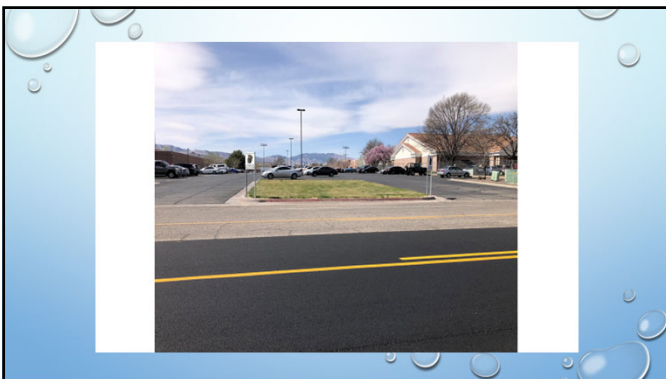
8



9



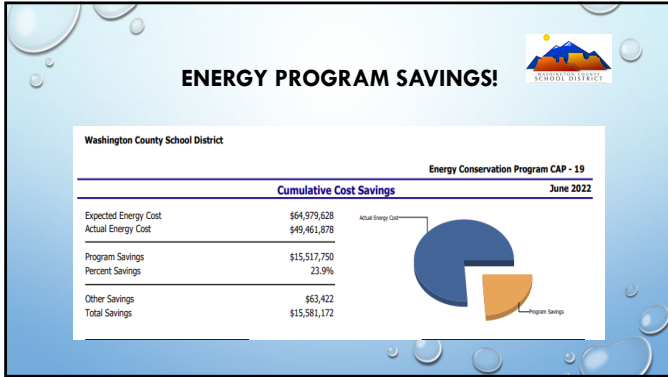
10



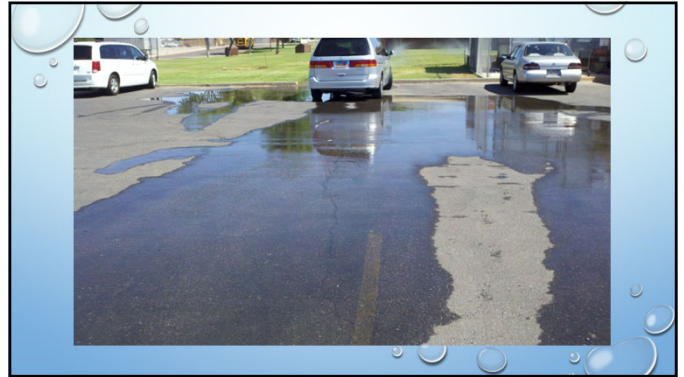
11



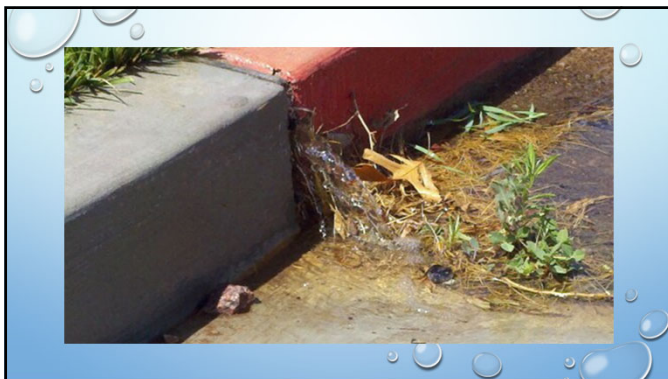
12



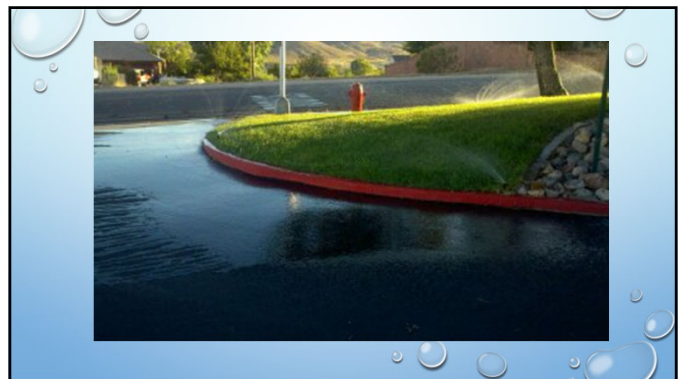
13



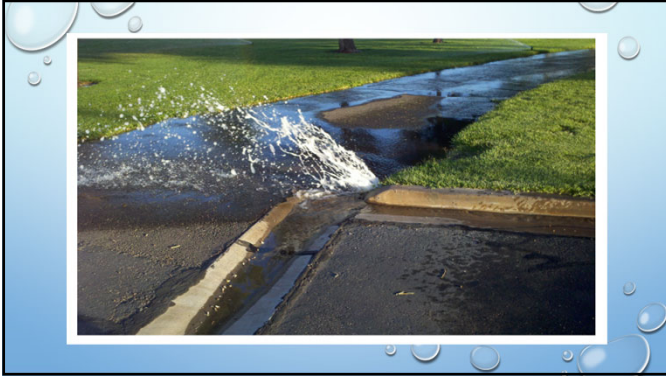
14



15



16



17

QUESTIONS?

The cheapest unit of energy is the one that is never used!

18

WASHINGTON COUNTY
WATER
CONSERVANCY
DISTRICT

2022 REGIONAL WATER

**IMPACT FEE
FACILITIES PLAN
& IMPACT FEE
ANALYSIS**

PRELIMINARY DRAFT | FOR DISCUSSION PURPOSES ONLY

APPLIED ANALYSIS BOWEN COLLINS ASSOCIATES

19

**IMPACT FEE
FACILITIES PLAN
(IFFP)**

Identifies the level of service, excess system capacity, and required new system capacity to meet needs of growth.

**IMPACT FEE
ANALYSIS
(IFA)**

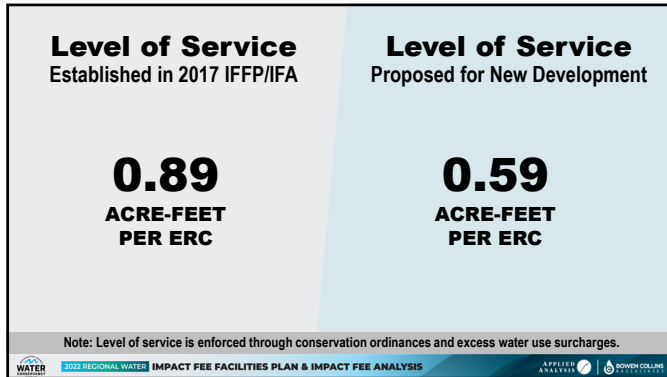
Calculates the allowable impact fee.

Note: Items presented in this presentation are preliminary and subject to change.

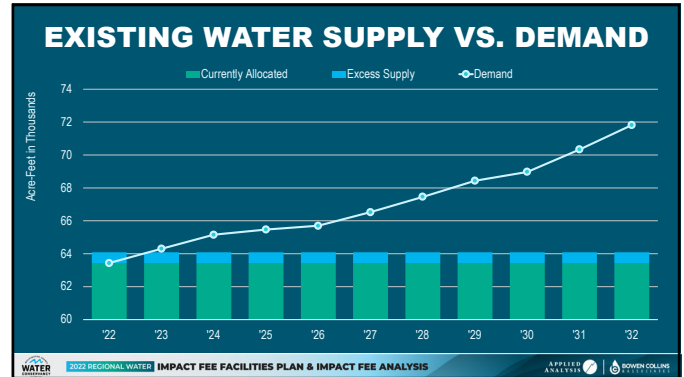
WATER 2022 REGIONAL WATER IMPACT FEE FACILITIES PLAN & IMPACT FEE ANALYSIS

APPLIED ANALYSIS BOWEN COLLINS ASSOCIATES

20



21



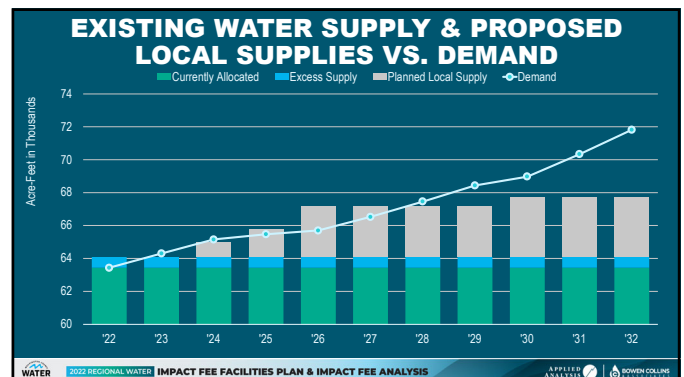
22

PLANNED WATER SYSTEM FACILITIES

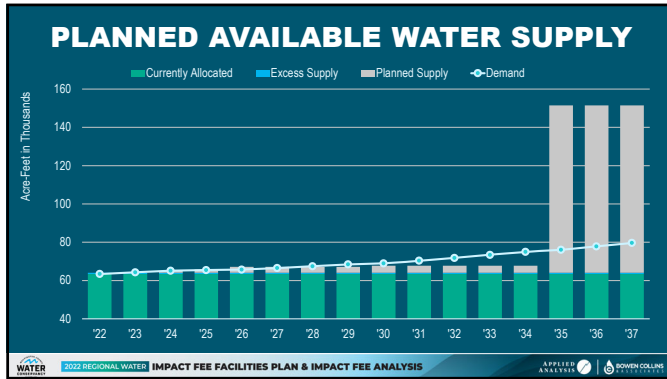
PROJECTS	YEAR
Cottam Well No. 3	2022
Sand Hollow Well 7	2023
Cottam Wells 3 MG Tank	2023
Sand Hollow North Dam to West Dam Pipeline	2023
Sand Hollow Well 15	2024
Sand Hollow 2 MG Tank	2024
Quail Creek to Cottam Pipeline and Pump Stations, Phase 1	2024
Quail Creek WTP 80 MGD Expansion	2025
Quail Creek WTP Ozone Project	2025
Quail Creek 10 MG Storage Tank	2025
Regional Pipeline to Sand Hollow Pump Station	2025
Additional Water Rights in Quail Pipeline	2025
Ash Creek Pipeline/Toquer Reservoir Project	2025
Sullivan Wells Project (Wells, pipelines, storage tank)	2026
Sullivan Wells Tank	2026
Toquerville Springs to Cottam Pipeline Pump Station	2028
Cove Reservoir Project	2030
Lake Powell Pipeline	2035

2022 REGIONAL WATER IMPACT FEE FACILITIES PLAN & IMPACT FEE ANALYSIS

23



24



25

CALCULATION OF IMPACT FEE

	IMPACT FEE QUALIFYING COSTS	YIELD (ACRE-FEET)
Total Cost of Supply Facilities	\$2,098,068,591	88,041
Cost of Existing Excess Capacity in Supply Facilities	\$8,866,147	652
Cost of New Supply Facilities	\$2,089,202,444	87,389
Cost of Supply Facilities per Acre-Foot		\$23,831
Acre-Foot per ERC		0.59
Cost of Supply Facilities per ERC at 0.59 Acre-Feet per ERC		\$14,060

2022 REGIONAL WATER IMPACT FEE FACILITIES PLAN & IMPACT FEE ANALYSIS

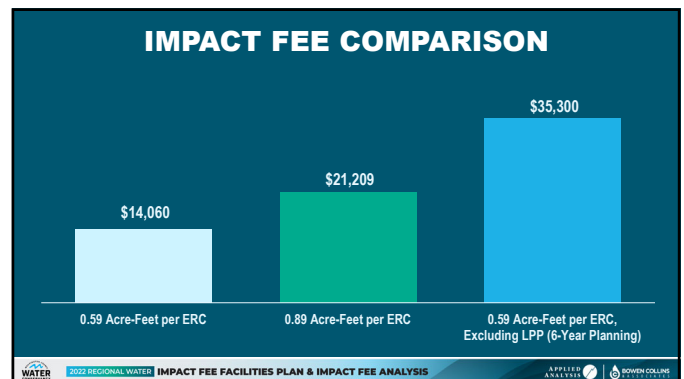
26

CALCULATION OF IMPACT FEE

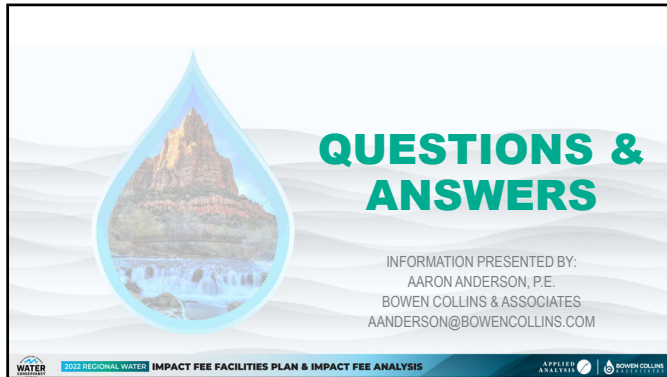
	IMPACT FEE QUALIFYING COSTS	YIELD (ACRE-FEET)
Total Cost of Supply Facilities	\$2,098,068,591	88,041
Cost of Existing Excess Capacity in Supply Facilities	\$8,866,147	652
Cost of New Supply Facilities	\$2,089,202,444	87,389
Cost of Supply Facilities per Acre-Foot		\$23,831
Acre-Foot per ERC		0.59
Cost of Supply Facilities per ERC at 0.59 Acre-Feet per ERC		\$14,060
Cost of Supply Facilities per ERC at 0.89 Acre-Feet per ERC		\$21,209
Cost of Supply Facilities per ERC at 0.59 Acre-Feet per ERC, Excluding LPP (6-Year Planning Window)		\$35,300

2022 REGIONAL WATER IMPACT FEE FACILITIES PLAN & IMPACT FEE ANALYSIS

27



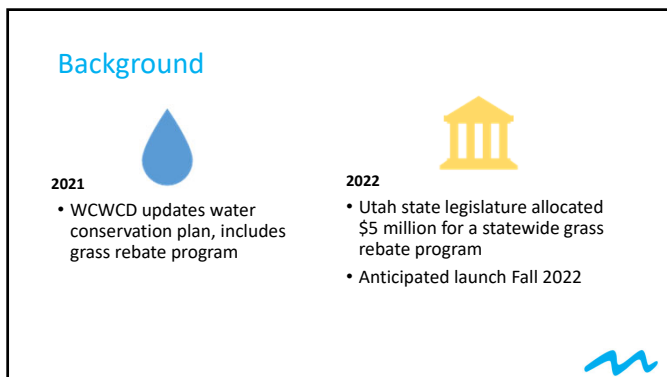
28



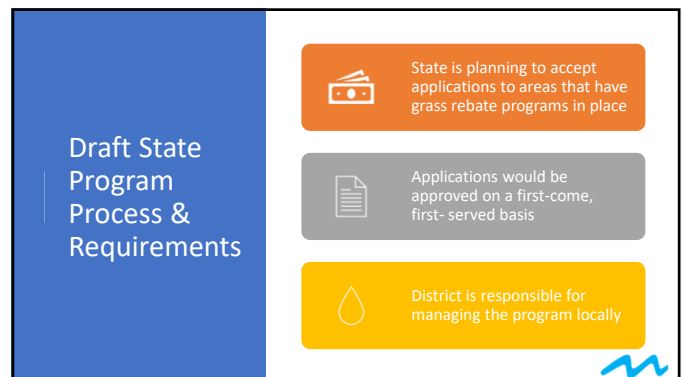
29



30



31



32

District Action Items

Researching	Developing	Lobbying	Funding
Programs in other markets	Requirements and processes	Authorize rebates for government entities and to eliminate state tax on issued rebates	Reviewing district budget for funding options



33

Anticipated Process

- Process application; confirm eligibility
- Perform site visit
- Approve program participation; explain process, timeline and requirements
- Verify project completion; ensure compliance with all requirements
- File a conservation easement on property
- Issue rebate

34

Funding



- State anticipated to require 50% cost share
- Proposing \$3 million in district funds
 - \$1.25 per square foot proposed
 - Fund removal of 4.8 million square feet of grass
 - Save approximately 134 million gallons of water annually in perpetuity
- \$125,000 – in district administrative costs
 - Employee salary, vehicle, computer, website development, rebate management software etc.



35

Next Steps

Anticipate additional program details and discussion as state defines the program and local district requirements

36

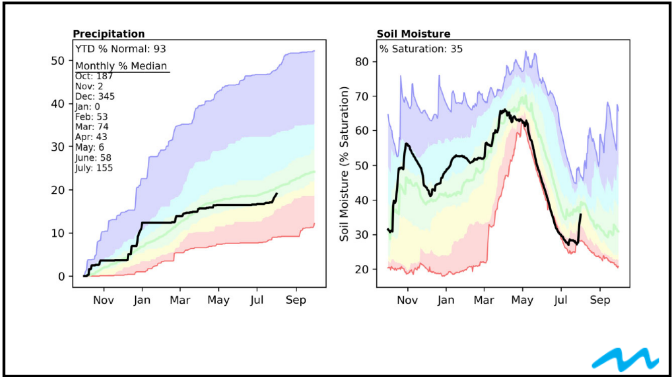
WASHINGTON COUNTY



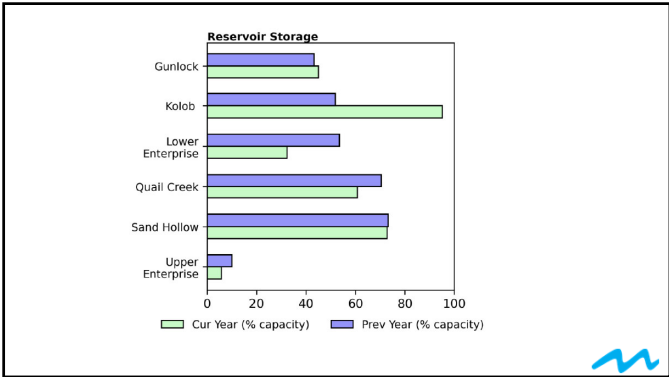
WATER
CONSERVANCY
DISTRICT

Board Meeting
August 2022

1



2



3