

SUBRECIPIENT AGREEMENT FOR  
AMERICAN RESCUE PLAN ACT SLFRF FUNDS

**Hot Springs Tank**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Weber, Utah (the "County") and Bona Vista Water Improvement District (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

**WHEREAS**, the County has received SLFRF funds from Treasury under ARPA; and

**WHEREAS**, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

**WHEREAS**, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

**WHEREAS**, based on the Subrecipient's application for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project is an eligible use of SLFRF funds under ARPA and the Final Rule; and

**WHEREAS**, the County has awarded the Subrecipient SLFRF funds in the amount of \$1,500,000 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

**1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS**

- A.** The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B.** The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA, The Final Rule, and this Agreement. The Subrecipient shall not use any portion of the Award to pay for any administrative costs of the Project.
- C.** The Subrecipient may make revisions to the scope of the Project with approval from the Weber County Commission, where such revisions to the Project do not

materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds under the Rule. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Weber County Commission, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed. For illustration purposes only, a revision to a Project may include a change in the design, implementation, or construction means and methods that results in the ability to make additional improvements to the Project or serve more properties or individuals. Revisions to the scope of the Project that reduce the extent of the improvements to be made or properties or individuals to be served should be avoided unless necessary to keep the Project within the Subrecipient's budget for the Project and/or the Award to Subrecipient set forth in this Agreement.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

## 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and the Final Rule, this Agreement shall be deemed automatically extended until said audit and reporting is completed.

## 3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Comptroller no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in

accordance with the Subrecipient's actual, immediate cash requirements in carrying out and completing the work of the Project.

- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA, the Final Rule, and this Agreement.

**4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS**

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to June 30, 2026, as long as the obligations are incurred by June 30, 2024 and liquidated by June 30, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years, whichever is greater.

**5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the requirements set forth in ARPA and the Final Rule, use of the Award may be subject to various other Federal, State, and Local laws including, but not limited to, the American Rescue Plan Act. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

**6. RETURN OF FUNDS; RECOUPMENT**

- A. Subrecipient shall return any Award funds not obligated by June 30, 2024 to the

County. The Subrecipient must also return Award funds obligated by June 30, 2024 but not expended by June 30, 2026.

- B. If the County, the State of Utah, or Treasury determines that the Subrecipient's use of the Award does not comply with ARPA, the Final Rule, or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment under the Final Rule, or (2) written consent to the notice of recoupment.
- C. If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

## 7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency; or
- B. suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

## 8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
  - i. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
  - ii. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
  - iii. The Subrecipient has failed within the time specified by the County or its

authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 15 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 15 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

## 9. CLOSE OUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County.

- D. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

**10. INDEMNIFICATION**

Any Award funds which are determined by the County or Treasury to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

**11. NOTICES**

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

<b>The County</b>	<b>Subrecipient</b>
County of Weber Attn: County Comptroller 2380 Washington Blvd., Suite 320 Ogden, UT 84401 sparke@webercountyutah.gov	Bona Vista Water Improvement District  2020 W 1300 N  Farr West, Utah 84404-3788

**12. RESERVATION OF RIGHTS**

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

**13. FURTHER ASSURANCE**

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline in the Subrecipient's application. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

**14. ASSIGNMENT**

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

**15. AMENDMENTS**

This Agreement cannot be amended or modified except in writing, signed by both Parties.

**16. VENUE AND CHOICE OF LAW**

If either part to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is the Utah Second Judicial District. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

**17. SEVERABILITY**

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

**18. INTEGRATED DOCUMENT**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

**19. NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

**20. HEADINGS**

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

**21. AUTHORITY TO SIGN**

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

**BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY**

By \_\_\_\_\_  
Scott K. Jenkins, Chair

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Weber County Clerk/Auditor

**BONA VISTA WATER  
IMPROVEMENT DISTRICT**

By           *RLC*          

Date           7/20/2023          

ATTEST:

          *Christie Baker*



EXHIBIT A: SUBRECIPIENT'S APPLICATION



Bona Vista ARPA  
Grant Application - 1

# Weber County ARPA Assistance Application

Please return the completed application, along with any related attachments to [ARPA@webercountyutah.gov](mailto:ARPA@webercountyutah.gov) by December 31, 2021.

## Policy Statement

The County's intention is to spend its first tranche of ARPA funds on infrastructure and other bricks and mortar projects that would not otherwise receive funding through existing sources. It is not intended to provide support for existing services or other ongoing programs at this time.

## Project Description

Project Title: Bona Vista Water Improvement District – Lower Hot Springs Tank Project

Project Location: Approximately 9200 South, Highway 89 in Weber County, Utah

### Summary of Project:

Bona Vista seeks to partner with Weber County in constructing a three (3) million-gallon culinary water storage tank called the Lower Hot Springs Tank. In the face of Utah's unprecedented drought continuing into 2022, and Weber County remaining in an "extreme drought" classification by the State of Utah, it is imperative that Bona Vista act now by seeking to partner with Weber County in funding water infrastructure projects that will have a lasting and beneficial impact on Weber County residents and future generations.

ARPA funding provided through Weber County will allow Bona Vista to expand its drought resiliency plan by immediately beginning construction on the Lower Hot Springs Tank. It will also serve to jump start several other projects aimed at drought resiliency by allowing Bona Vista to divert general and impact fee funds to those other projects that must now begin ahead of schedule to stay in front of continuing drought conditions. A county-backed ARPA grant will provide a direct benefit to approximately 29,000 Bona Vista customers, Weber County residents, and a number of businesses that contribute to a vital part of Weber County's economy. Additional storage will ensure Bona Vista is able to continue meeting its peak day demands during normal conditions, while also guaranteeing critical access to additional stored culinary water in times of emergency.

The tank will be located adjacent to Highway 89 on the border of Weber and Box Elder counties. See Exhibit A. The tank will be placed at a lower elevation than the current storage tank nearby to equalize the system's pressure, thereby reducing the need to pump water uphill. This alone will result in substantial long-term energy savings. In addition, the tank, along with the adjacent pump house that will be constructed, will be connected to Bona Vista's updated supervisory control and data acquisition (SCADA) system. This will allow Bona Vista to access crucial real-time data and control system processes related to the Lower Hot Springs Tank remotely. Bona Vista will also be able to monitor and control the tank and pump house's critical systems, immediately react to emergency or security threats by shutting down impacted portions of the system, divert stored water to other parts of the system when needed, and gather valuable data to make needed adjustments to maximize long-term use and efficiency. For example, if one of Bona Vista's water sources were to become contaminated, whether by natural or human-caused conditions, SCADA will allow Bona Vista to immediately shut down the contaminated source remotely, thereby saving crucial time so that contaminated water does not reach the main water supply. SCADA will also allow Bona Vista to immediately divert other water sources that have not been impacted so that customers receive continual access to clean and safe culinary drinking water while the source of the contamination is resolved.

Bona Vista also seeks to utilize ARPA funds to acquire tank mixers for all its tanks. It is not enough to simply store additional water. Water that is allowed to remain stagnant presents a direct threat to water quality because it allows for bacterial growth and nitrification that could be harmful, or even fatal if ingested. In addition, water that remains stagnant will result in sediment buildup that needs to be periodically flushed, which results in loss and waste of culinary water. Installation of mixers will “turn over” water in each of the tanks daily. This will reduce the amount of sediments that settle on the bottom of the tank and reduced bacterial grown ammonia buildup and nitrification. Tank mixers will also significantly reduce the need for additional water treatment by creating temperature stability and uniformly distributing necessary disinfectants, thereby improving the overall quality of culinary water.

Finally, Bona Vista seeks to preserve its culinary water supply by acquiring leak detection devices (sounders) that will aid Bona Vista personnel in locating and identifying leaks that are underground and cannot be visually seen. Though these devices are just a small part in a larger effort to preserve water, the beneficial impact of quickly locating leaks and making necessary repairs cannot be overstated. As illustrated by the 2020 and 2021 billed water usage report, between 14 and 16 percent of Bona Vista’s culinary water supply is lost somewhere in the system and unaccounted for. While there is no specific cause identified, any water system will develop leaks over time as infrastructure ages and deteriorates. Identifying leaks throughout the system will provide Bona Vista valuable data in addressing these leaks and preserving water, which is especially critical during periods of long-term drought. See Exhibit B.

While this overall request seeks funding for the Lower Hot Springs Tank, please note that ancillary items, such as the SCADA system connection, tank mixers, and sounders all separately qualify as eligible uses by the EPA. Bona Vista respectfully requests the selection committee and the Weber County Commission consider this request in its entirety, but also consider partial allocations of ARPA funds for critical ancillary items if Weber County is not in a position to issue a grant for the full amount requested.

Please attach any additional documents, letters of support, etc. to this application.

Project Categories (select up to two options)		
<input type="checkbox"/>	Housing and Homelessness	Economic Opportunities and Recovery
<input checked="" type="checkbox"/>	Water and Sewer	Broadband
<input type="checkbox"/>	Public Health Impact	Other:

Project Impact
Please explain why you believe this project fits within the allowable uses of ARPA funds as described in the Treasury’s Interim Final Rule? Please be specific when explaining your reasoning, including direct text citations and other references from Treasury guidelines that support the justification that this project is eligible. <u>U.S. Treasury Interim Final Rule</u> .
The U.S. Treasury has determined that ARPA funds allocated for water infrastructure projects must comply with the EPA’s Drinking Water State Revolving Fund requirements. Those requirements are listed at the following website: Available at <a href="https://www.epa.gov/sites/default/files/2019-10/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_versioni.pdf">https://www.epa.gov/sites/default/files/2019-10/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_versioni.pdf</a>
The Lower Hot Springs Tank is an eligible use as set forth by the EPA. Storage tanks that will equalize water demands, reduce pressure fluctuations in a distribution system, provide reserves when power outages and other emergencies occur, and that help with drought resiliency are specifically listed as

eligible uses. See *Drinking Water State Revolving Fund Eligibility Handbook*, pg. 11 (hereinafter *Revolving Fund Handbook*). The project also qualifies as a “source” because it will provide an alternative access to water in case of emergencies, such as drought. In addition, the Lower Hot Springs Tank would also qualify as an eligible “transmission and distribution” project because it involves the installation of infrastructure to improve water pressure to safe levels with pump systems. Finally, ancillary costs, such as SCADA system connection, tank mixers, road grading, source protection, and security measures, such as fencing and cameras, are all identified as eligible uses for treatment, emergency, and other purposes. *Revolving Fund Handbook*, pgs. 10-13.

Bona Vista has reviewed the requirements and believes this project qualifies in its entirety. If, however, Weber County, during its review of the application, determines that a portion of the request is ineligible, Bona Vista respectfully requests Weber County only disqualify those portions of the project it deems ineligible. Bona Vista will utilize its matching contribution to cover any disqualified cost. Bona Vista respectfully requests that this grant application be considered for funding in its entirety. If, however, Weber County is not in a position to issue a grant for the full amount, Bona Vista kindly asks that ancillary costs, as identified above, be considered for separate funding.

Will these ARPA funds be used for any ineligible uses as outlined by the U.S. Treasury, such as funding debt service, legal settlements or judgments, or deposits to rainy day funds or financial reserves?

No. Bona Vista is requesting funding for eligible uses as required by the American Rescue Plan Act, the Coronavirus State and Local Fiscal Recovery Funds, the Environmental Protection Agency’s Clean Water State Revolving Fund Requirements. Bona Vista is also willing to comply with any reporting requirements required as a result of using ARPA funds allocated by Weber County.

Is the project located in a qualified census tract?

No.

How will this project benefit those disproportionately affected by the COVID-19 pandemic and its negative impact on the economy?

Bona Vista seeks investment of ARPA funds for culinary water infrastructure. These improvements will aid in delivery of safe drinking water to homes, schools, and places of businesses. The improvements will also help to ensure that Bona Vista is able to provide uninterrupted access to clean culinary water during times of long-term drought and other emergencies. Finally, as recognized by the EPA, investments in water systems are key to local economies. The U.S. Department of Commerce’s Bureau of Economics estimates that with each additional dollar of revenue (or the economic value of the output) put into the water and sewer industry, the increase in revenue across all industries equates \$2.62. *Revolving Fund Handbook*, pg. 5. Weber County is experiencing a much higher than expected growth rate than the rest of the State, with some estimates suggesting an increase in 5 percent. This growth presents new and exciting opportunities for our economy. It does, however, present a demand on an already finite water supply and puts Bona Vista, and other districts like it, in a situation where they must take immediate action to preserve access to water for its current customers and to accommodate growth that was not forecasted and part of impact fee schedules that were designed to capture it. This project, along with the other two grant applications Bona Vista is requesting consideration for funding, will accomplish Weber County’s goal to help current residents and future generations by making sure Bona Vista is able to continue providing safe, clean culinary water and also ensure Bona Vista has a state-of-the-art system that is capable of withstanding drought conditions, while providing normal water services at the same time.

What are the long-term benefits of this project?

The primary, and most readily identifiable long-term benefit with this project, is to expand Bona Vista’s drought resiliency plan by mitigating the impact droughts have on the demand and need for culinary water by expanding Bona Vista’s culinary water storage by an additional three million gallons. Even in drought-free years, Utah is the second driest state in the Country. The long-term benefit of

this project will be preservation and access to what is truly our most precious resource, which is water.

In what ways could this project be considered innovative?

The Lower Hot Springs Tank will not only serve as a storage facility for culinary water, but the placement and design of the tank will be such that it maximizes efficiency and reduces waste of resources. For example, the Lower Hot Springs Tank will be constructed at a lower elevation than the current hot springs tank, which will help equalize the pressure in the system. This will result in substantial long-term energy savings because Bona Vista will not have to pump water up hill to the current Hot Springs Tank. A pump house that is adjacent to the Lower Hot Springs Tank will be connected to the District's supervisory control and data acquisition system (SCADA). This will allow Bona Vista to control and monitor processes at local or remote locations utilizing real time data. Bona Vista will be able to access and control sensors, valves, pumps, motors at the Lower Hot Springs Tank. Not only does this take advantage of current technology that will benefit the Lower Hot Springs Tank, but this project will also benefit Bona Vista's entire water system. This is because the SCADA system will connect the Lower Hot Springs Tank directly to all of Bona Vista's water supply. Bona Vista will be able to monitor, gather, and process real-time data about the Lower Hot Springs Tank and other water sources and make adjustments, as required, in order to maximize efficiency, immediately respond to and mitigate emergencies, and to take necessary security measures to protect the public's culinary drinking water supply. The other items, such as the leak detection device and tank mixers, are not new technology, they have been tested over time and are recognized best practices in operating a culinary water district.

How are you going to measure the intended benefits of this project?

The primary purpose in constructing the Lower Hot Springs Tank is to ensure Bona Vista is able to provide uninterrupted access to safe culinary water to its customers even when facing long-term drought conditions. Unfortunately, long term measurement of drought resiliency will be obtained only if drought conditions continue. Utah's unprecedented drought of 2021, Weber County remaining in an "extreme drought" classification, and higher than forecasted growth rates present a real and direct threat to Bona Vista's obligations to provide culinary drinking water to its current customers and Weber County residents. Long term benefits are, quite simply, making sure Bona Vista's water supply is there, readily accessible, and not interrupted.

Despite on-going drought conditions, Bona Vista will be able to measure benefits by utilizing modern technology, such as SCADA, to gather, process, and record real-time data regarding usage, flow, storage, and maintenance of the Lower Hot Springs Tank. This will enable Bona Vista to closely monitor its water resources and take appropriate measures to reduce water loss and maximize system efficiency. Bona Vista will also be able to see immediate results with the installation of tank mixers in all its tanks. Finally, Bona Vista anticipates a reduction in its lost water by locating and repairing leaks that may, and will unavoidably occur, in all water systems over time.

Does this project require action based off of the National Environmental Policy Act?

No. Bona Vista is not seeking additional federal funding that would require NEPA action.

Is the project on any local, regional or state plan?

Yes. Construction of the Lower Hot Springs Tank Plan is part of Bona Vista's capital facilities and IFFP plans. Although, construction of the Lower Hot Springs Tank needs to ultimately happen to meet state requirements, it has, along with expansion of the current Farr West well and construction of a new well in Farr West, increased in construction priority due to the drought, higher than anticipated growth rates, and unauthorized access to culinary water for secondary purposes. Bona Vista has no choice but to prioritize these items as urgent and necessary right now. As such, Bona Vista respectfully requests Weber County join in these drought resiliency efforts. Weber County will be

able to directly aid in successfully addressing these current, and very real, threats to the culinary water supply of Weber County.

Can this project be accomplished using existing funding sources or private funding? If yes, what other sources are available?

Bona Vista is willing and able to provide a fifty percent (50%) match to any ARPA funds Weber County is willing to allocate to the Lower Hot Springs Tank Project. Although this project, along with the other two grant application projects Bona Vista is requesting consideration of, has been identified in Bona Vista's capital facilities and IFFP plans through proper planning, the priority of these projects must be adjusted in the light of the current situation Bona Vista is facing with regards to the drought. ARPA funding will allow Bona Vista to start construction of these projects ahead of schedule and place Bona Vista in a position of where it is proactively addressing drought conditions.

Please list any additional ARPA or other state or local fiscal recovery funds you are requesting.

Bona Vista has not received or requested any additional state or local funding other than Weber County's ARPA Assistance Program.

#### Project Timeline

Anticipated start date: 1<sup>st</sup> Quarter of 2022

Anticipated end date: Year end of 2022

Please summarize the project timeline, including key milestones and when expenditures will be completed.

Planning for this project has already begun. Bona Vista has engaged JUB Engineers, Inc. to provide cost estimates, submit land use applications, update its IFFP to accurately reflect current growth, and apply for necessary permits. See Exhibit C. In addition, Bona Vista is currently negotiating with Staker & Parson, Rocky Mountain Power, and Westside Investments to secure the necessary tank, access, slope, and drainage easements. It is Bona Vista's intent to immediately start construction once all permit approvals and procurement of supplies are obtained. If approved for ARPA funding through Weber County, Bona Vista anticipates project completion by the end of 2022. In any event, Bona Vista will ensure that approved ARPA funds are obligated and used by the required dates set forth by the United States Treasury Department.

#### Project Budget

Amount Requested from County: \$2,022,000

Total Project Costs: \$4,044,000

Provide a breakout summary of the project costs:

JUB Engineers has provided the following estimates:

Three (3) million gallon tank - \$1,950,000

Grading - \$200,000

Pump house including pump and PRV - \$150,000

Perimeter Fencing - \$60,000

Road Relocation - \$75,000

Abandonment of existing pump on Highway 89 - \$50,000

Miscellaneous on-site piping \$250,000

SCADA connection - \$25,000

Tank Mixers for all six (6) Bona Vista tanks - \$165,000

Leak detection device (sounders) - \$25,000

Engineering - \$273,500

Contingency - \$820,500

Please note that the price of the SCADA update, tank mixers, and leak detection device is not included in JUB's cost estimate because these would be a system wide benefit.

Bona Vista will gladly provide any other information Weber County deems necessary to fully evaluate and consider this request.

What are the other sources of funding for the project, including any matching funds?

Bona Vista is willing and able to provide a fifty percent match to any ARPA funds Weber County is willing to allocate to the proposed projects.

If this project includes multiple local government entities, please describe each entity's matching amount.

Bona Vista has not received ARPA funding, or other funding, from any other local entity. Bona Vista will utilize funds from its general and impact fee funds to match any APRA funds approved and provided by Weber County.

How will this project be fiscally sustained after these one-time stimulus funds are exhausted?

Bona Vista understands that the EPA's Division of Drinking Water State Revolving Fund prohibits use of funds for ongoing operation and maintenance costs. All approved ARPA funds provided through Weber County will be utilized for approved capital expenditures and eligible ancillary costs. Bona Vista commits to maintaining and keeping the Lower Hot Springs Tank in a usable condition by allocating funds in its annual operating budget to ensure that this infrastructure will meet and serve the needs of Bona Vista customers and Weber County residents for many years to come. These funds will be collected through tax levies, user fees, and/or a combination of both.

**Additional Questions – Answer the questions for each Project Category selected above**

<b>Housing and Homelessness</b>	
Is your project proximate to transit if located within a Metropolitan Planning Organization (MPO) boundary area?	N/A – This proposed project is to make necessary investments in water infrastructure.
Does your project serve individuals at 50% or below Area Median Income? (MDI)	N/A/
Is your project's gross rent no greater than 30% of household income?	N/A
Does your project have a perpetual deed restriction to maintain affordability?	N/A
Does your project provide services to address homelessness such as supportive housing, or access to stable, affordable housing among unhoused individuals?	N/A

<b>Water and Sewer</b>	
How is this project eligible under the EPA's Clean Water or Drinking Water State Revolving funds? Please be specific, using direct citations from the CWSRF or DWSRF.	
	Clean Water State Revolving Fund:
✓	Drinking Water State Revolving fund: Construction of the Lower Tank Hot Springs, along with the ancillary items requested, is an eligible use. The Drinking Water State Revolving Fund identifies new storage tanks that will equalize water demands, reduce pressure fluctuations in the

distribution system, provide reserves when power outages and other emergencies occur, and that provide drought resiliency as eligible uses. *See Revolving Fund Handbook, pg. 11.*

The project also qualifies as a “source” because it will provide an alternative access to water in case emergencies, such as drought. In addition, the Lower Hot Springs Tank would also qualify as an eligible “transmission and distribution” project because it involves the installation of infrastructure to improve water pressure to safe levels with pump systems. Additional ancillary costs, such as road grading, source protection, and security measures, such as fencing are all identified as eligible uses. *Revolving Fund Handbook, pgs. 10-13.* Finally, items, such as tank-mixers, SCADA updates, leak detection devices, area all specifically listed as eligible uses under the EPA.

Bona Vista has reviewed the requirements and believes this project qualifies in its entirety. If, however, Weber County, during its review of the application, determines that a portion of the request is ineligible, Bona Vista respectfully requests Weber County only disqualify those portions of the project deemed ineligible. Bona Vista will utilize its matching contribution to cover any disqualified cost. Bona Vista respectfully requests that this grant application be considered for funding in its entirety. If, however, Weber County is not in a position to issue a grant for the full amount, Bona Vista kindly asks that ancillary costs, as identified above, be considered for separate funding.

How does your project directly help to mitigate a public health issue?

The EPA has ranked sustainability and drought resiliency as high funding priorities and has encouraged state and local plans to make similar prioritizations. As noted by the EPA, “[d]esign for resilience should be incorporated upfront in project planning and built into a project at the outset. This should become a routine part of water system planning and design.” *Revolving Fund Handbook, pg. 19.* As noted elsewhere in the application, Bona Vista has planned for the construction of the Lower Hot Springs Tank as part of its system planning for the future. However, due to unprecedented drought conditions, earlier than usual shutoffs in secondary water systems, and significantly higher than forecasted growth rates, Bona Vista is facing a critical situation where it must immediately respond and reprioritize projects in order to ensure that it may withstand ongoing drought conditions and continue providing the public with uninterrupted access to clean culinary water. In light of Utah’s Division of Drinking Water’s drought update on December 21, 2021, Weber County remains in an “extreme drought” classification. Unfortunately, this means that Bona Vista’s currently culinary water supply will continue to be threatened by a finite and diminishing supply that is a result in natural conditions. That supply will, unfortunately, be reduced further by unauthorized access and use of culinary water for secondary purposes that are a result of early shutoffs by secondary water service providers. Bona Vista has taken action, and will continue to so, to address the situation we all facing. Bona Vista respectfully requests Weber County partner with it in addressing a situation that not only impacts Bona Vista customers, but all residents throughout Weber County. At the end of the day, all water systems have an impact on each other because there is simply only so much water to go around.

How does your project support community resilience to water, drought, climate change, etc.?

In light of what is mentioned above regarding drought resiliency and the need to construct the Lower Hot Springs Tank, Bona Vista would like to inform Weber County that Bona Vista has been actively taking action to make system-wide improvements in regards to drought resiliency. *See Exhibit D.* In 2021, Utah’s Governor, Spencer J. Cox declared a state of emergency due to record high temperatures, less than average snow packs, and lack of spring precipitation. Governor Cox encouraged public water providers to implement water restrictions where appropriate and develop drought response plans. In response to that declaration and request, secondary water providers shut off access to supplies earlier than expected. In anticipation that individuals/businesses would attempt to use Bona Vista’s culinary water supply for unauthorized secondary purposes, which some ultimately did, Bona Vista began



educational outreach to customers and implemented a temporary water conservation rate for usage that exceeded 7,000 gallons in order to preserve its culinary water supply. In addition, Bona Vista is following Weber County's lead in updating its land use regulations to ensure that before any new connections are approved, applicants must adequately demonstrate access and approval to connect to a secondary water source or demonstrate that they have received an exception from secondary watering requirements from either the city where the requested connection is located (or the county if located in an unincorporated area). During 2021, Bona Vista also had its Far West well on standby to supplement any reduction in its contracted water supply. Through these efforts, Bona Vista noted a reduction in water usage during the critical summer months, which indicates that conservation efforts have been working and that there is an understanding of the importance of water conservation. Bona Vista has also undertaken enforcement measures to reduce unauthorized access to and use of culinary water for unauthorized secondary purposes. Bona Vista was able to successfully withstand the drought in 2021, and it has current resiliency measures in place that will it will be able to continue providing culinary water while the Lower Hot Springs Tank is constructed. It is imperative, however, that Bona Vista look to the future and utilize funding opportunities to ensure long-term drought resiliency. Time is a critical factor moving forward, and Bona Vista must reprioritize its capital infrastructure plans and take advantage what looks to be an above-average snow pack year, and Weber County's generous offer to be partner a community partner in funding water infrastructure projects. This project, along with others Bona Vista has submitted for ARPA funding, will have a high return on investment and will accomplish Weber County's goal to fund projects that will have transform and have a positive impact on future generations. With Weber County's assistance, Bona Vista will be able to get ahead of the curve in responding to the ongoing drought.

Does your project provide a substantive water quality benefit?

Yes. This storage project is specifically listed as a type that qualifies for federal funding under the Drinking Water State Revolving Fund. Projects such as this have been found to help facilitate compliance with national, state, and local drinking water regulations and significantly improve/sustain public health by providing uninterrupted access to culinary water. In addition, SCADA updates, installing tank-mixers, and finding and fixing leaks will have immediate system-wide benefits.

Does your project preserve/ and or expand current water storage?

Yes. Construction of the Lower Hot Springs Tank will expand Bona Vista's Water Storage by an additional three million gallons of culinary water.

How does your project integrate land use and water planning?

A particular benefit that will be realized should this project receive APRA funding through Weber County is that it will allow Bona Vista to allocate non-ARPA resources to other pending projects. For example, Marriott-Slaterville City is anticipating road improvements along the 1700 South river crossing. This will allow Bona Vista to take advantage of the timing by making improvements to the water line and other infrastructure at the same time, thereby eliminating the need to dig up the road again to make the improvements to water lines. Although that project is not directly funded through ARPA, Weber County residents will benefit from having a project occur ahead of schedule and at a significantly reduced cost.

Does your project address an existing or impending water supply need?

Yes. Although construction of the Lower Hot Springs Tank will ultimately happen, ongoing drought conditions, coupled with much higher than anticipated growth rates and unauthorized access of culinary water for secondary purposes, threaten Bona Vista's ability to provide uninterrupted access to culinary water to its current customers.

Will this project be completed in conjunction with a road project or any other infrastructure project?

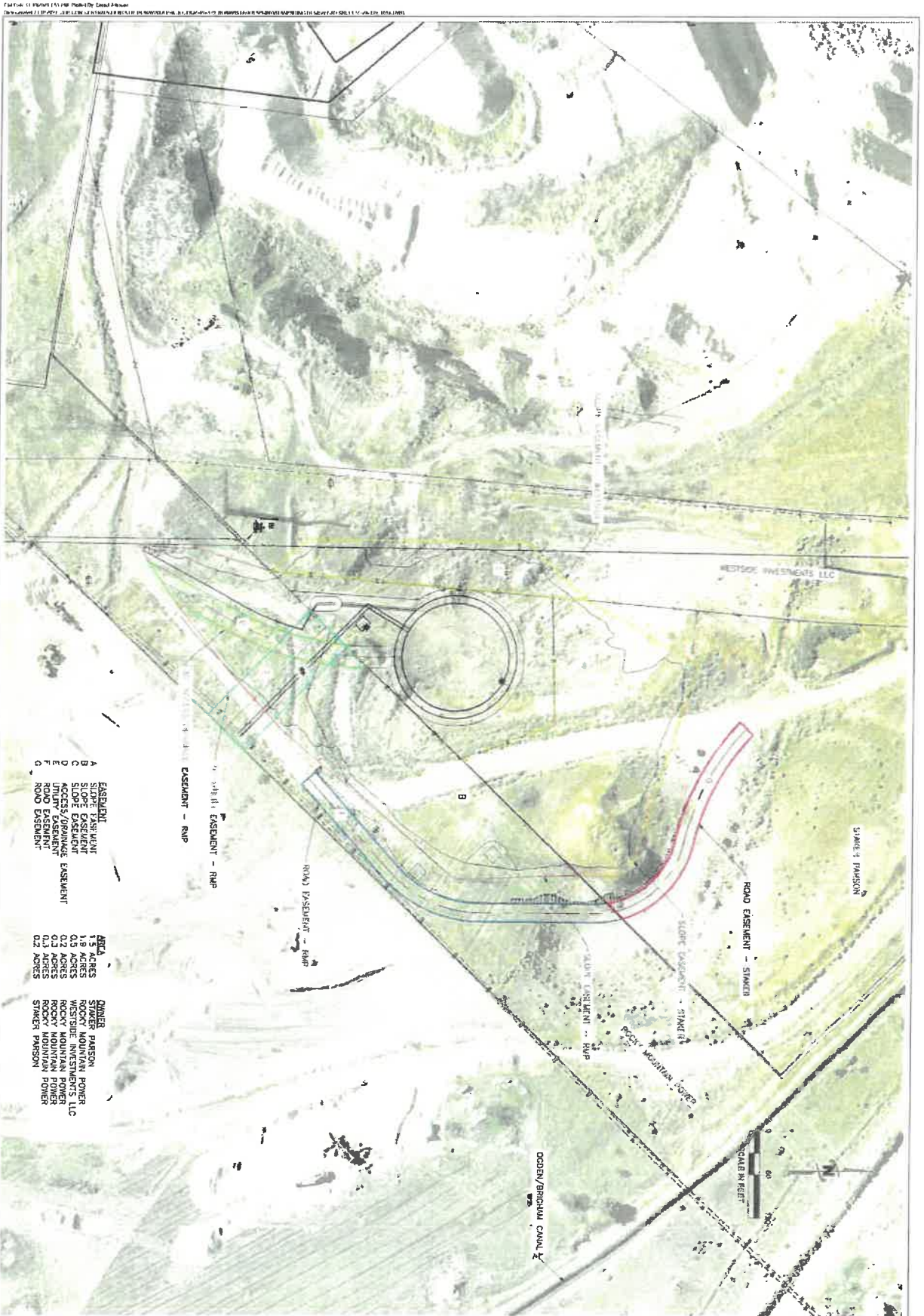
If funding for this project is approved, Weber County will directly aid in jumpstarting a number of projects Bona Vista is working on as part of its drought resiliency efforts. Bona Vista greatly appreciates Weber County's consideration of this project.

<b>Broadband</b>
How does your project serve unserved/underserved areas as defined in the Treasury's Interim Final Rule?
N/A – This proposed project is to make necessary investments in water infrastructure.
Is your project located within an economically distressed area?
N/A
Does your project target last-mile gaps in network connection?
N/A
Describe the role of the private sector or other providers in relation to this project.
N/A
How does your project plan to address digital equity?
N/A
What are the planned upload / download speeds of the proposed project?
N/A
Will there be other entities or businesses involved with this project?
N/A

<b>Public Health Impact</b>
How does your project aid in mitigating COVID-19 cases, hospitalizations, deaths, and/or increased vaccination rates?
N/A – This proposed project is to make necessary investments in water and sewer infrastructure.
How does your project address (a) physical or behavioral health issue(s) exacerbated by COVID-19?
N/A
Does your project address a COVID-19 need not funded elsewhere?
N/A
Does your project target populations at higher risk of being impacted by COVID-19?
N/A
<b>Economic Opportunities and Recovery</b>
What is the amount of time that your project will need to reach full impact?
N/A – This proposed project is to make necessary investments in water infrastructure.
What is the longevity of the impact of your project?
N/A
How does your project create economic stabilization?
N/A

How does your project target areas of lowest recovery and highest impact?
N/A
Does your project aid with workforce engagement and/or retention?
N/A
How does your project align with existing state or local economic development projects or programs?
N/A

**EXHIBIT A**



- |   |                  |           |                                 |
|---|------------------|-----------|---------------------------------|
| A | SLIDE EASEMENT   | 1.5 ACRES | OWNER: STARKER PARSON           |
| B | SLIDE EASEMENT   | 1.8 ACRES | OWNER: ROCKY MOUNTAIN POWER     |
| C | ACCESS EASEMENT  | 0.3 ACRES | OWNER: WESTSIDE INVESTMENTS LLC |
| D | UTILITY EASEMENT | 0.2 ACRES | OWNER: ROCKY MOUNTAIN POWER     |
| E | UTILITY EASEMENT | 0.3 ACRES | OWNER: ROCKY MOUNTAIN POWER     |
| F | ROAD EASEMENT    | 0.2 ACRES | OWNER: STARKER PARSON           |

SHEET NUMBER:  
**C-101**

**HOT SPRINGS TANK**  
**BONA VISTA WATER IMPROVEMENT DISTRICT**  
  
**SITE PLAN**

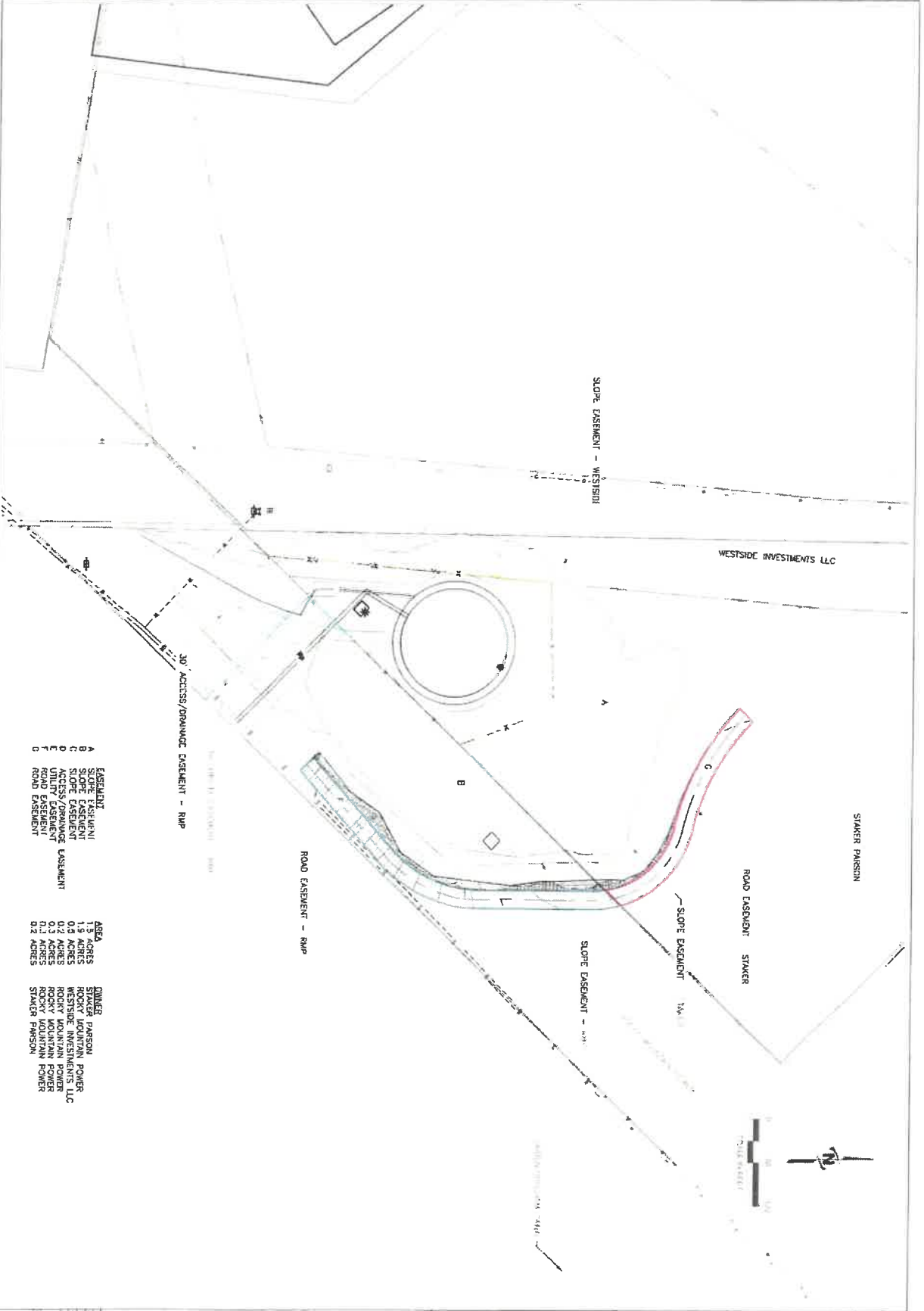
STATE OF UTAH  
 JUB-B ENGINEERS, INC.  
 406 NORTH 900 WEST  
 KAYSVILLE, UTAH 84037  
 PHONE: 801.547.0333  
 WWW.JUB-B.COM

**PRELIMINARY PLANS**  
  
**NOT FOR CONSTRUCTION**

**JUB-B ENGINEERS, INC.**  
 406 North 900 West  
 Kaysville, Utah 84037  
 Phone: 801.547.0333  
 www.jub-b.com



Scale: 1" = 50' (SEE TITLE SHEET FOR MORE INFORMATION)  
 Date: 11/15/2011



- |   |                          |           |                          |
|---|--------------------------|-----------|--------------------------|
| A | SLOPE EASEMENT           | 1.5 ACRES | STAKER PARSON            |
| B | SLOPE EASEMENT           | 1.5 ACRES | STAKER PARSON            |
| C | SLOPE EASEMENT           | 0.3 ACRES | ROCKY MOUNTAIN POWER     |
| D | ACCESS/DRAINAGE EASEMENT | 0.2 ACRES | WESTSIDE INVESTMENTS LLC |
| E | UTILITY EASEMENT         | 0.2 ACRES | ROCKY MOUNTAIN POWER     |
| F | ROAD EASEMENT            | 0.2 ACRES | ROCKY MOUNTAIN POWER     |
| G | ROAD EASEMENT            | 0.2 ACRES | STAKER PARSON            |

**C-101**

DATE: 11/15/2011

PROJECT: HOT SPRINGS TANK

DISTRICT: BONA VISTA WATER IMPROVEMENT DISTRICT

SHEET NUMBER: C-101

**HOT SPRINGS TANK**  
**BONA VISTA WATER IMPROVEMENT DISTRICT**

**SITE PLAN**

**SCALE OF DRAWING**

DATE: 11/15/2011

BY: [Signature]

**PRELIMINARY PLANS**

NOT FOR CONSTRUCTION

**JUB ENGINEERS, INC.**

406 North 900 West  
 P.O. Box 10101 Salt Lake City, UT 84110

Phone: 801.547.0383  
 www.jub.com



## EXHIBIT B: SLFRF REPORTING REQUIREMENTS

### A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA or the Final Rule. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance")<sup>1</sup> and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide")<sup>2</sup> apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

### B. Important Concepts

#### i. Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds. A subrecipient includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR § 200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement. A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program. "Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose<sup>3</sup> or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."<sup>4</sup>

#### ii. Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to June 30, 2026, as long as the obligations are incurred by June 30, 2024 and liquidated by June 30, 2026.

#### iii. Obligations

The Final Rule for SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations.<sup>5</sup> Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period," in the Uniform Administrative Requirements for federal awards. 2

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<sup>1</sup> United States Department of Treasury, Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, November 15, 2021, <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

<sup>2</sup> United States Department of Treasury, Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds, January 24, 2022.

<sup>3</sup> User Guide, p. 10

<sup>4</sup> Compliance Guidance, p. 17

<sup>5</sup> Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds, p. 12, <https://home.treasury.gov/system/files/136/Project-and-Expenditure-Report-User-Guide.pdf>



CFR § 200.1; 2 CFR § 200.71. For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

#### **iv. Expenditures**

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards defines "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due."<sup>6</sup> This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.<sup>7</sup>

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

#### **C. Required Information for Project and Expenditure Reports**

Since the County is required to submit quarterly or annual Project and Expenditure reports (using the **Assistance Listing Number 21.027**), the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA and the Final Rule. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide identifying and demographic information (DUNS number, Unique Entity Identifier (UIE) number, or its Taxpayer Identification number (TIN), and location) to the County in order to receive ARPA funds.

### **III. Civil Rights Compliance**

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

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<sup>6</sup> Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds, p. 12, <https://home.treasury.gov/system/files/136/Project-and-Expenditure-Report-User-Guide.pdf>

<sup>7</sup> Compliance Guideline, p 9