

**SUBRECIPIENT AGREEMENT FOR
AMERICAN RESCUE PLAN ACT SLFRF FUNDS**

Bybee Water Tank Replacement

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Weber, Utah (the "County") and Uintah City (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 \$1,750,000 (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.
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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:

The County	Subrecipient
County of Weber Attn: County Comptroller 2380 Washington Blvd., Suite 320 Ogden, UT 84401 sparke@webercountyutah.gov	Uintah City 2191 E 6550 S Uintah, UT 84405

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

UINTAH CITY

By Gordon S. Cutler

Date 6 July 2022

ATTEST:

Nichelle Frostman

EXHIBIT A: SUBRECIPIENT'S APPLICATION



Uintah City ARPA
Application (with at

Weber County ARPA Assistance Application

Please return the completed application, along with any related attachments to 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:	Bybee Water Tank Replacement Project
Project Location:	6384 South Bybee Drive, Ogden, UT 84403
Summary of Project:	
<p><u>This is a culinary water tank replacement and expansion project.</u> The existing concrete tank has structural deficiencies and is undersized. Replacement of the tank will allow the City to correct the sizing and structural deficiencies and <u>improve water supply to the entire City</u> (See Attachment 1. Site Plan).</p> <p>The existing 250,000-gallon tank will be replaced with two 375,000-gallon tanks to provide a total of 750,000 gallons of water storage. This will provide sufficient water storage for all future growth on the eastern side of the City. The new tanks will connect to transmission lines that were constructed and sized in anticipation of the larger tank in 2000. The property, which is adjacent to residential development, will be fenced and improved. New supervisory controls and data acquisition equipment will be installed to provide the water wholesale provider, Weber Basin Water Conservancy District, additional flexibility to monitor and supply water to the City and balance their supply with other neighboring communities they serve.</p> <p>Project Timeline, Delays, Progress to Date: The Project was originally scheduled in 1998 when <u>structural deficiencies were first identified in the top of the old tank.</u> However, in 2001 due (in part) to insufficient funding, a partial repair was made to the top of the tank. In 2018 the Weber-Morgan Health Department cited <u>severe cracking and structural deficiencies in the existing tank walls.</u> A temporary repair was made at that time, knowing that additional repairs would not be effective, and the entire tank would need to be replaced soon.</p> <p>Much of the planning and design for the Project has been completed. The Project site is in unincorporated Weber County and required approval from the Weber County Planning Commission as a Conditional Use. Approval was granted on November 10, 2020 (See Attachment 2. Conditional Use Approval). The Project also encroaches on an easement for the Weber Aqueduct which is owned by the Bureau of Reclamation. The <u>Agreement with the Bureau of Reclamation have also been obtained</u> for the impacts of the project on the aqueduct easement (See Attachment 3. Agreement).</p> <p>A High-Priority Project: Funding for the Project has been a high-priority for the City for many years. Currently the City has put aside over one million dollars in funding for the Project. However, one of the many detrimental effects of COVID-19 is <u>cost increases caused by a general shortage of building materials.</u> It is apparent that the increase in construction costs will place a heavy burden on a community with a small population of 1,439 people. With a smaller customer base, it takes time to accumulate sufficient funds for a major project like this. Due to issues related to inadequate water storage, a six-month moratorium on all construction was put in place, beginning March 17, 2021 (See</p>	

Attachment 4. Moratorium Ordinance). The moratorium cannot be reasonably lifted until the additional storage is constructed or underway.

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

Attachments are as follows:

1. Site Plan
2. Conditional Use Approval
3. Agreement
4. Moratorium Ordinance
5. WMHD Sanitary Survey Letter
6. Water Capital Facilities Plan
7. Cost Summary

Project Categories (select up to two options)

<input type="checkbox"/>	Housing and Homelessness	<input type="checkbox"/>	Economic Opportunities and Recovery
<input checked="" type="checkbox"/>	Water and Sewer	<input type="checkbox"/>	Broadband
<input type="checkbox"/>	Public Health Impact	<input type="checkbox"/>	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.S. Treasury Interim Final Rule.](#)

The Bybee Replacement Water Tank Project fits within the allowable uses of ARPA funds because it is an "investment" in the City's water system and aims to "make necessary investments to improve access to clean drinking water" (American Rescue Plan Act, Section 602(c)1-D). Specifically, for water projects, the IFR refers to the EPA Drinking Water State revolving fund for the categories of projects and activities that are eligible for funding (Coronavirus State and Local Fiscal Recover Funds, FAQ, July 19, 2021). Under the State's Drinking Water Revolving Fund (DWRf), the proposed Project falls within the DWRf's Category 4 – Storage "New storage or replacement/rehabilitation of existing structure to continue to maintain compliance and protect public health" (Drinking Water State Revolving Fund Eligibility Handbook, EPA, 2017, p. 11). The EPA has also specified in the DWSF Interim Final Rule that a project which is intended to primarily address public health and/or regulatory compliance issues for the existing service population may be sized for a "reasonable" amount of population growth over the useful life of the project (Drinking Water State Revolving Fund Eligibility Handbook, EPA, 2017, p. 14).

The Project has been sized for reasonable amount of population growth.

In addition, evidence of a significant structural deficiency in the existing tank was identified in a 2018 sanitary survey performed by the Weber-Morgan Health Department (See Attachment 5. WMHD Sanitary Survey Letter). The existing storage facility is also identified as being deficient in volume in the 2020 Water Capital Facilities Plan (See Attachment 6. Culinary Water Capital Facilities Plan, page 20, Section 5.3).

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.

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?
Starting in March 2021, the City has placed a six-month moratorium on new construction due to the inadequacy of the City's present water system to adequately provide emergency storage needs (See Attachment 4. Moratorium Ordinance). The COVID-19 Pandemic has created a rise in the demand for housing. This increased demand continues to cause a surge in home prices as well as a decrease in the overall availability of homes. This Project will allow the City to lift the moratorium, allowing construction to resume. Resuming construction will bolster the housing availability in the area and further stimulate the local economy.
What are the long-term benefits of this project?
The Project will resolve the current shortage of water storage for the upper service area and provide enough <u>additional water for new connections</u> in that area. With the additional storage <u>the building moratorium currently in effect can be removed and housing construction can continue</u> . The additional storage will also give the wholesale water provider, Weber Basin Water Conservancy District, <u>more flexibility to deliver water</u> to the city. That flexibility will help the City <u>avoid annual peaking charge fees</u> administered by Weber Basin. A larger storage tank will also provide <u>resilience against water supply interruptions</u> and <u>provide emergency storage</u> if the water supply is cut-off. The Project helps the City resolve many long-term water management and reasonable growth issues.
In what ways could this project be considered innovative?
<p>The Project will provide an innovative approach to water service by providing a two-tank system. This Project site currently contains only one water storage tank to serve the upper area of the city. The proposed Project is to construct a two-tanks system at the current one-tank site. The two-tank system will allow one tank to be taken off-line for inspection or maintenance while the other tank continues to operate. With this type of innovative design service to customers will continue even during regular maintenance activities.</p> <p>The two-tank system also allows the existing site to be reused. The property is small so additional land would need to be purchased to construct a single larger tank on the site. There will be a savings in property cost by reusing the existing site rather than expanding or moving to a larger one.</p>
How are you going to measure the intended benefits of this project?
The benefits of the Project can be measured by what it can accomplish. The completion of this Project will lift the current building moratorium, allow for the housing sector to keep building, clear up issues related to the structural deficiencies in the old tank, provide additional water storage to meet current and future needs, allow for better water management, help avoid water demand peaking charges, and provide emergency water storage.
Does this project require action based off of the National Environmental Policy Act?
No.
Is the project on any local, regional or state plan?
The project is on the current <u>Uintah City Water Capital Facilities Plan (See Attachment 6. Culinary Water Capital Facilities Plan)</u> . Local support for the Project has also been an important part of the planning process. In 2019, a Citizens Water Panel was created to help guide the planning and design process. <u>The current plan is the plan recommended by the Citizens Water Panel.</u>

Can this project be accomplished using existing funding sources or private funding? If yes, what other sources are available?
No. Existing funding is not sufficient to complete the project.
Please list any additional ARPA or other state or local fiscal recovery funds you are requesting.
NA

Project Timeline	
Anticipated start date:	Construction has an anticipated start date of March 1, 2022
Anticipated end date:	December 31, 2022
Please summarize the project timeline, including key milestones and when expenditures will be completed.	
<ul style="list-style-type: none"> o March 2019: Citizens Water Panel began looking at tank sites and storage needs. o April 2020: Completion of the geologic and surface fault rupture hazards report. o May 2020: Completion of the geotechnical report for the site. o September 2020: Citizens Water Panel selected the buried two-tank storage option. o November 2020: City received the Weber County Conditional Use Permit. o March 2021: Completion of the Bureau of Reclamation Encroachment Agreement. o September 2021: Completion of grant and/or funding applications. o September 2021 – November 2021: Final design package and Division of Drinking Water approval. o December 2021 – January 2022: Project advertising and bidding. o February 2022: Project award and contracts. o March 2022 – December 2022: Construction, inspections, project management. o January 2023 – March 2023: Project finalization and payment closeout. 	

Project Budget	
Amount Requested from County:	\$2.0 Million
Total Project Costs:	\$3.5 Million
Provide a breakout summary of the project costs:	
See Attachment 7. Cost Summary	
What are the other sources of funding for the project, including any matching funds?	
Coronavirus Fiscal Recovery Funds: \$160,000 City Enterprise Savings: \$1,340,000 Total Matching Funds = \$1,500,000	
If this project includes multiple local government entities, please describe each entity's matching amount.	
NA	
How will this project be fiscally sustained after these one-time stimulus funds are exhausted?	
Uintah City Water Utility Fund.	

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

Housing and Homelessness
Is your project proximate to transit if located within a Metropolitan Planning Organization (MPO) boundary area?
Does your project serve individuals at 50% or below Area Median Income? (MDI)
Is your project's gross rent no greater than 30% of household income?
Does your project have a perpetual deed restriction to maintain affordability?
Does your project provide services to address homelessness such as supportive housing, or access to stable, affordable housing among unhoused individuals?

Water and Sewer
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:
X Drinking Water State Revolving fund: Category 4 – Storage "New storage or replacement/rehabilitation of existing structure to continue to maintain compliance and protect public health" (Drinking Water State Revolving Fund Eligibility Handbook, EPA, 2017, p. 11). The EPA has also specified in the DWSF Interim Final Rule that a project which is intended to primarily address public health and/or regulatory compliance issues for the existing service population may be sized for a "reasonable" amount of population growth over the useful life of the project (Drinking Water State Revolving Fund Eligibility Handbook, EPA, 2017, p. 14). The Project has been sized for reasonable amount of population growth.
How does your project directly help to mitigate a public health issue?
The Project will <u>eliminate the old leaky tank</u> to provide clean, safe, drinking water. The new tank will <u>resolve the structural deficiencies, eliminate the contamination issues raised by the health department, and be constructed according to current design standards.</u>
How does your project support community resilience to water, drought, climate change, etc.?
The additional 500,000 gallons of storage will provide resilience against water supply issues. <u>The larger tanks will give the city some emergency storage that it currently lacks.</u> This can provide a buffer in emergency situations by providing clean drinking water if the wholesale water supply is temporarily cut-off.
Does your project provide a substantive water quality benefit?
Yes.
Does your project preserve/ and or expand current water storage?
Yes.

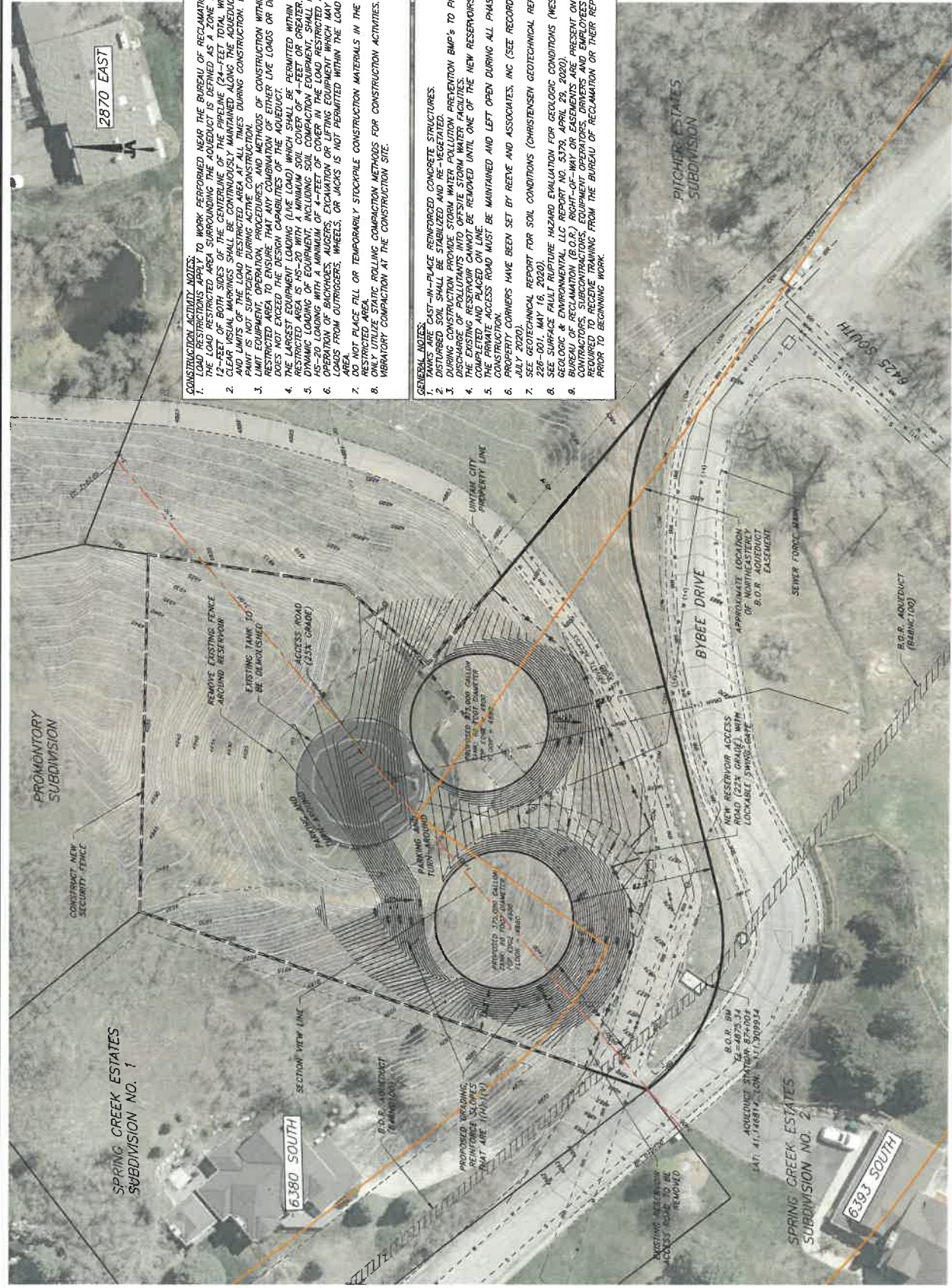
How does your project integrate land use and water planning?
The Project was identified on the City's Culinary Water Capital Facilities Plan which analyzes the City's system for source capacity, storage capacity, and distribution system adequacy considering the current and future needs of the City as identified in the City's General Plan (See Attachment 6. Culinary Water Capital Facilities Plan).
Does your project address an existing or impending water supply need?
Yes.
Will this project be completed in conjunction with a road project or any other infrastructure project?
No.

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

Public Health Impact
How does your project aid in mitigating COVID-19 cases, hospitalizations, deaths, and/or increased vaccination rates?
How does your project address (a) physical or behavioral health issue(s) exacerbated by COVID-19?
Does your project address a COVID-19 need not funded elsewhere?

Does your project target populations at higher risk of being impacted by COVID-19?

Economic Opportunities and Recovery
What is the amount of time that your project will need to reach full impact?
What is the longevity of the impact of your project?
How does your project create economic stabilization?
How does your project target areas of lowest recovery and highest impact?
Does your project aid with workforce engagement and/or retention?
How does your project align with existing state or local economic development projects or programs?



STORE TANKS
SECTION VIEW
 UTAH CITY CORPORATION
 BYSEE TANK REPLACEMENT PROJECT

SCALE:	H:V = 1" = 40'
SHEET:	2
OF 18 SHEETS	
DESIGNED	
CHECKED	
DATE	
APP'D	

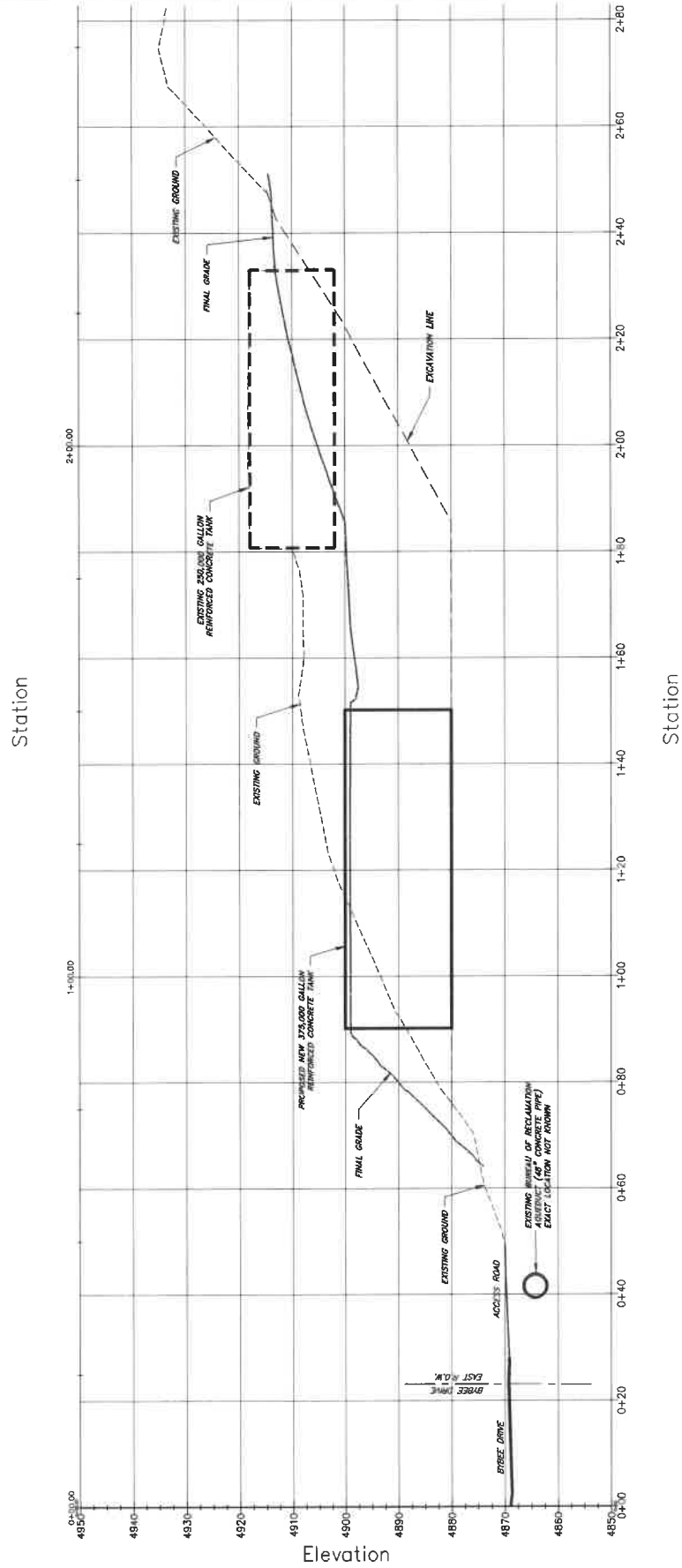


EXHIBIT B: SLFRF REPORTING REQUIREMENTS

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")¹ and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide")² 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 purpose³ or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."⁴

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.⁵ 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

¹ 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>.

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

³ User Guide, p. 10

⁴ Compliance Guidance, p. 17

⁵ 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."⁶ 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.⁷

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.

⁶ 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>

⁷ Compliance Guideline, p 9