

Contract: D047  
Amount \$200,000  
Grantee Delta City  
Tax ID#: Tax ID Number

DESIGN GRANT

WATER QUALITY BOARD HARDSHIP GRANT FUND

STATE OF UTAH

Department of Environmental Quality  
Division of Water Quality

This design grant is entered into by and between the State of Utah, Department of Environmental Quality, Division of Water Quality, Water Quality Board (hereinafter the "BOARD") and

Delta City

applicant for a Design Grant under the Water Quality Board provisions contained in Title 73, Chapter 10C, Utah Code Annotated 1953 (hereinafter the "GRANTEE"). Pursuant to the provisions of the Statute, and the powers and functions of the Water Quality Board, the BOARD hereby finds and determines, based upon the formal application of the GRANTEE, the evidence provided by the GRANTEE to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the GRANTEE, the following, that:

1. The GRANTEE is a political subdivision pursuant to Section 73-10c-2 (10) of the laws of the State of Utah.
2. The proposed project has been determined to meet wastewater project loan considerations.
3. The project has been determined by the BOARD to not be economically feasible unless assistance is provided.
4. The GRANTEE has been authorized by the BOARD pursuant to Section 73-10c-4 (5) to receive a Design Grant.

Based upon these findings, the BOARD is authorized and empowered to, and does hereby, enter into the following agreement with the GRANTEE.

PAYMENT OF THIS CONTRACT IS SUBJECT TO THE FOLLOWING PROVISIONS:

**GENERAL PROVISIONS**

1. The BOARD shall provide the GRANTEE the amount of **\$200,000** (DESIGN GRANT AMOUNT) for the completion of the Project as described in Exhibit-1, Work Description and Cost Breakdown.
2. The GRANTEE shall complete the Project described in Exhibit-1, Work Description, and Cost Breakdown within the time period identified in the Plan of Study or Engineering Plan. If work on the project is not completed by **December 31, 2023**, this grant may be canceled by written notice from the BOARD to the GRANTEE. No work completed after receipt of the notice shall be reimbursable.
3. The GRANTEE shall comply with the special grant provisions identified in the SPECIAL GRANT PROVISIONS.
4. The GRANTEE shall notify the BOARD in writing of any proposed modification to the Project that alters Exhibit-1, Work Description and/or GRANT AMOUNT. If such notification is not received, the cost of the proposed modification will be disallowed.
5. All unused funds must be returned to the BOARD. Funds returned, as surplus to the BOARD shall be applied as a reduction of the grant amount.
6. The funds shall be deposited with other funds necessary to complete the project into a supervised escrow account at the time the grant agreement between the GRANTEE and the BOARD is executed. All disbursements from the account will be reviewed and certified by the GRANTEE and the BOARD.
7. The GRANTEE shall comply with all laws that normally govern its affairs in regard to contracts, fiscal procedures, and procurement procedures.
8. The GRANTEE shall indemnify and hold harmless the State of Utah, the Department of Environmental Quality and their officers, agents and employees from and against any and all loss, damage, injury, liability, and claims, including claims for personal injury or death, damages to personal property and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of this agreement by the GRANTEE, including attorneys fees and costs in the investigation or defense of any claim, whether or not the claim has merit.
9. The GRANTEE shall be an independent contractor, and, as such, shall have no authorization, express or implied, to bind the State of Utah the Department of Environmental Quality, the Division of Water Quality or the Water Quality Board to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

File location: D2>DWQ>Engineering>1Financial Assistance>Board Authorizations

10. GRANTEE expenditures under this grant determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the grant or that are inadequately documented, and for which payment has been made to the GRANTEE will be immediately refunded to the BOARD by the GRANTEE. The GRANTEE further agrees that the BOARD shall have the right to withhold any or all-subsequent payments under this or other contracts to GRANTEE until recoupment of overpayment are made.
11. This grant may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. The BOARD will allow no claim for services furnished by the GRANTEE, not specifically authorized by this Agreement.
12. If it is determined that in any manner the grant was improperly made or entered into, or if the monies are or were used improperly or contrary to the terms of this agreement, the GRANTEE shall pay to the BOARD the amount of all monies and benefits received by the GRANTEE by the BOARD.
13. The GRANTEE will designate a representative or representatives to assist their consultant and the State in coordination with the communities governing board and planning decisions.

#### **SPECIAL GRANT PROVISIONS**

1. The Division of Water Quality must approve the engineering agreement and plan of design before the grant will be executed.
2. The City must agree to participate annually in the Municipal Wastewater Planning Program (MWPP).
3. As part of the facility planning, the City must complete a Water Conservation and Management Plan.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 73, Chapter 10, Utah Code Annotated, 1953, as amended, the parties hereto mutually agree to perform this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_\_\_, 20\_\_\_. This contract will take effect upon approval as evidenced by the appropriate signatures.

**ENTITY**

DELTA CITY  
76 North 200 West  
Delta, UT 84624

**STATE**

**APPROVED - UTAH WATER QUALITY BOARD**

By: \_\_\_\_\_  
John Niles, Mayor

By: \_\_\_\_\_  
Ken Hoffman, P.E.  
Assistant Executive Secretary

ATTEST:

\_\_\_\_\_

JURAT  
DISTRICTS

STATE OF UTAH            )  
  
                                  :SS  
  
Delta City                 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, John Niles personally appeared before me, who being by me duly sworn did say he is the Mayor, respectfully, of Delta City, a City of the State of Utah, and that the foregoing instrument was signed on behalf of said entity by authority of a motion of its governing body passed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and said persons acknowledged to me that said service area executed the same.

\_\_\_\_\_  
Notary Public, residing at  
  
\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Exhibit No. 1

Work Description and Cost Breakdown

Delta City

**DESIGN GRANT**

**SCOPE OF WORK**

This design advance is for funding the engineering design of a sewer lift station upgrade and repair and replacement of sewers.

**IMPLEMENTATION SCHEDULE:**

It is estimated that the design process will be complete by **December 31, 2023**

**COST ESTIMATE:**

Consulting Engineer	\$492,000
Administration	\$15,000
Legal	\$30,000
Environmental	\$35,000
Topographical Survey	\$25,000
Bidding	\$16,000
<b>Total Estimated Cost</b>	<b>\$613,000</b>

**COST SHARING:**

Local ARPA Funds	\$213,000
Board Short Term Design Loan	\$200,000
Board Design Grant	\$200,000
<b>Total Funding</b>	<b>\$613,000</b>