



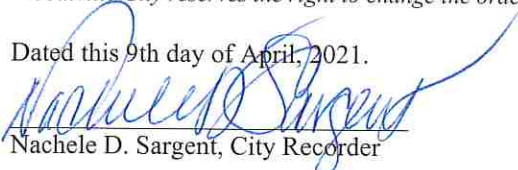
COALVILLE CITY COUNCIL  
AMENDED MEETING NOTICE AND AGENDA

Notice is hereby given that the Coalville City Council will hold its regular meeting on **Monday, April 12, 2021** at the Coalville City Hall, 10 North Main, Coalville, Utah. This meeting will begin at **6:00 P.M.** Due to the continued Covid-19 restrictions for gatherings, the only individuals in attendance will be the Coalville City Mayor, Council, and Staff. Others may connect to the meeting using the Zoom meeting information listed below. When attending virtually, you must sign in with your full name to be eligible to give comments on the Public Hearing. The agenda will be as follows:

1. Roll Call
2. Pledge Of Allegiance
3. City Council Agenda Items:
  - A. **Public Hearing:** Review, Discuss, Receive Comment, And Possibly Take Action On A Proposed 2020-2021 Budget Amendment For Planning Commission Compensation
  - B. Ratification Of Ordinance No. 2021-2 Administrative Code Enforcement And Variance Hearing Program (ALJ)
  - C. Review, Discussion, And Possible Adoption Of The Weber Basin Water Conservancy District Water Contract
  - D. Consultant Updates
  - E. Public Works Updates
  - F. Community Development Updates
    1. Business Licenses
  - G. Legal Updates
  - H. Council Updates
  - I. Mayor Updates
  - J. Executive Session
4. Review And Possible Approval Of Accounts Payable
5. Review And Possible Approval Of Minutes
6. Adjournment

*\* Coalville City reserves the right to change the order of the meeting agenda as needed.*

Dated this 9th day of April, 2021.

  
Nachele D. Sargent, City Recorder

**Mayor**  
Trever Johnson

**Council**  
Cody Blonquist  
Philip B Geary  
Rodney Robbins  
Tyler Rowser  
Don C Winters

\*\*In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Hall (435-336-5981) at least three days prior the meeting.

Posted: April 9, 2021 City Hall, Utah Public Notice Website

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89990704504?pwd=L25zRmFpU1VTcHJlZEcZnmVtT2EzQT09#success>

Passcode: 215380

Or One tap mobile :

US: +16699009128,,89990704504#,,, \*215380# or +12532158782,,89990704504#,,, \*215380#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

**Webinar ID: 899 9070 4504**

**Passcode: 215380**

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Coalville City Council  
Regular Meeting  
HELD ON  
April 12, 2021  
IN THE  
Coalville City Council Chambers and Virtual

Mayor Trever Johnson opened the meeting at 6:05 P.M.

**MAYOR And COUNCIL PRESENT:**

Mayor Trever Johnson  
Council: Rodney Robbins, Philip Geary,  
Don Winters, Cody Blonquist  
Tyler Rowser

**CITY STAFF PRESENT:**

Don Sargent, Consultant  
Sheldon Smith, City Attorney  
Zane DeWeese, Public Works Director (Virtual)  
Paul Taylor, Engineer (Virtual)  
Nachele Sargent, City Recorder

**PUBLIC IN ATTENDANCE:**

Virtual Attendance: Margarita Richins,  
Margarita Richins, Jim Boyden, Camellia  
Robbins, Tom Rees, Sheryl Rees, Linda Vernon

**Item 1 – Roll Call:**

A quorum was present.

**Item 2 – Pledge Of Allegiance:**

Mayor Johnson led the Council, Staff, and Public in the Pledge of Allegiance.

**Item A – Public Hearing: Review, Discuss, Receive Comment, And Possibly Take Action On A Proposed 2020-2021 Budget Amendment For Planning Commission Compensation:**

Mayor Trever Johnson stated the Council had talked about doing a budget amendment to compensate the Planning Commission. He stated this was the only budget line item for consideration tonight. He stated the Commissioner's put in a lot of time and effort especially over the last two years and had been on the hot seat as much as anyone else. The budget could be amended for up to \$6,000 for this department based on the monies available at this time. The Mayor stated the Planning Commission met once a month. Don Sargent stated the County paid their Commissioner's \$60 per meeting. The Mayor and Council discussed the amount to pay the Commissioner's. They decided to pay the Commissioner's monthly so the dollar amount didn't fluctuate and considered \$100 per month. Mayor Trever Johnson stated this was something that would be planned for every year as part of the planning budget.

**A motion was made by Council Member Tyler Rowser to adopt the amended budget ending June 30, 2021 adjusting the revenue business licenses and permits from \$80,000 to \$86,000 and adjusting the expenditure community planning from \$120,000 to \$126,000 and paying the Planning Commission Members \$100 per month. Council Member Cody Blonquist seconded the motion. All Ayes. Motion Carried.**

**Roll Call:**

**Council Member Blonquist – Aye  
Council Member Geary – Aye  
Council Member Robbins – Aye  
Council Member Winters – Aye  
Council Member Rowser – Aye**

**Item B – Ratification Of Ordinance No. 2021-2 Administrative Code Enforcement And Variance Hearing (ALJ) Program:**

Mayor Trever Johnson stated he would like the Council to ratify Ordinance No. 2021-2 that was adopted at the last meeting. He stated he wanted to make sure there were no questions on the legality of the Ordinance and it had been properly noticed for ratification. Mayor Johnson stated he wanted to remind everyone this had been something the City had been working on since 2018 and it had been discussed in a number of meetings with a public hearing for Planning and a public hearing for Council. He stated he wanted to make sure everyone was aware of that process.

**A motion was made by Council Member Tyler Rowser to ratify Ordinance No. 2021-2 an Ordinance Creating The Administrative Code Enforcement And Variance Hearing Officer Program Within Coalville City (ALJ). Council Member Cody Blonquist seconded the motion. The Ayes won the vote. Motion Carried.**

**Roll Call:**

**Council Member Blonquist – Aye  
Council Member Geary – Aye  
Council Member Robbins – Nay  
Council Member Winters – Aye  
Council Member Rowser – Aye**

Council Member Phil Geary questioned if the Ordinance could be reversed if they saw a lot of controversy and problems with the program. Sheldon Smith stated no, you couldn't reverse the decision, but you could do a new ordinance or amend the ordinance as needed.

**Item C – Review, Discussion, And Possible Adoption Of The Weber Basin Water Conservancy District Water Contract:**

Sheldon Smith stated the City Council entered into an agreement back in 2009 with Weber Basin to reserve 300-acre feet of water. He stated the City had requested to convert 110-acre feet in 2016 and left 190-acre feet in reserve. He stated in 2025 the reservation agreement would end and

would no longer be an option. Sheldon stated in August of 2021, the price to convert the water would raise from \$292.14 per acre foot to \$455.00 per acre foot. He stated the question for consideration was if the Council wanted to enter into an agreement with Weber Basin to preserve the lower price or wait until the price rose or wait until it was no longer an option to convert the remaining 190-acre feet of water. Sheldon referred to the agreement (Exhibit A), paragraph six, and stated one of the advantages of this reservation was it allowed for use of the water by wells or surface water diversions which was an important provision since the City was planning to use surface water from Weber River in the new Water Treatment Plant. He stated the new contracts being issued by Weber Basin didn't include surface water diversions. Sheldon stated the Wohali project would like to utilize whatever water Coalville City wasn't using and they were willing to pay the \$55,000 fee until the City was ready to use the water. He stated the Council needed to make the decision on this contract independent of what Wohali would like to do. He stated they needed to consider if it made sense for Coalville City to take advantage and protect the lower rate and the ability to use the surface water diversion. The Mayor, Council, and Staff continued to discuss the options including:

- The City wouldn't have to use the water right now. They would just have the right to use it.
- The City would get to stay with the lower priced tier going forward if they decided to act now.
- Future contracts would be at a different rate.
- Subsection D: Concern of the possibility of them charging the City by the gallon or change the rate. Sheldon Smith: Weber Basin could increase water rates, but the City would still stay within the lower tier. They could change the mechanics, but we would stay in the lower rate.
- Weber Basin had already stated they would be decreasing the water this year by 20% since the water levels were lower.
- Weber Basin was a regulated body, and the contract was pretty standard.
- Weber Basin would not include a cancellation policy. If circumstances changed for Coalville and we couldn't use the water, then we would be able to cancel the contract.
- The fee for the contract would need to be added to the budget. The fee would be due when the contract was submitted. The contract may need to be held until the next budget. If the City decided to enter into the agreement with Wohali, they would pay the fee and initiate the contract sooner. The reservation fee was already budgeted in the current budget.
- The City would lose a water advantage if they decided not to enter into the contract.
- #13 – Question on how the City could turn the water to culinary and sell it to the residents when it stated, "the purchaser shall have no right to hold over accumulated water from year to year or the right to sell or rent the water." Sheldon Smith: That referred to selling to someone outside of the City. The City would be able to use it for their needs for culinary or irrigation water.
- The water would come from Rockport Reservoir. It could be used for both culinary and secondary water.
- This water could be used to help with the secondary water system if needed in the future.
- The contract showed there was a previous contract for the 110-acre feet that had already been converted.

Council Member Phil Geary thanked Sheldon Smith for his work on the contract and the way it was handled made it very easy to understand. Sheldon Smith stated Council Member Don Winters had contacted Weber Basin about some questions he had, and Weber Basin had suggested for Sheldon

to answer his questions because most of them were legal questions. He stated he met with Council Member Winters and he was good with the contract. Council Member Winters agreed he was good with this contract.

**A motion was made by Council Member Tyler Rowser to accept the contract between Weber Basin Water Conservancy District and Coalville City for the sale and use of untreated water account number 93717 and the contract cannot be entered into by the Mayor until July 1<sup>st</sup> or sooner if we have the financial ability to pay it. Council Member Cody Blonquist seconded the motion. All Ayes. Motion Carried.**

**Roll Call:**

**Council Member Blonquist – Aye  
Council Member Geary – Aye  
Council Member Robbins – Aye  
Council Member Winters – Aye  
Council Member Rowser – Aye**

**Item D – Consultant Updates:**

Don Sargent stated the Wohali Final Plan and Development Agreement had been reviewed by the Planning Commission on March 15, 2021 and would be scheduled for a work session and public hearing at their meeting in April. He stated they had been reviewing it very carefully to make sure everything was in place for a smooth process going forward. Council Member Phil Geary stated he would like to receive the information sooner than just before the Council meeting so they had time to review it properly. Don Sargent stated he would forward the Development Agreement draft for them to start reviewing. He stated the information would be added to the dropbox online next week for review. Sheldon Smith stated they had worked really hard to protect the City with the Development Agreement.

Don Sargent stated the Code amendment updates for the Parks, Trails, and Open Space would also be scheduled for a work session and public hearing at the April meeting. He stated with the heavy agenda for April, the Commissioner's decided to wait until May for the Use List and Definitions. Mayor Trever Johnson stated he wanted to emphasize the Use List and Definitions would be coming for review and if anyone was interested in those issues to be aware of that.

Don Sargent stated he wanted to make the Council aware of the State Legislation actions that focused on planning and zoning. He stated he had attended one training and was scheduled for one more to make sure the City was up to date on the land use requirements. One change was the State had identified Accessory Dwellings in the single-family definition as internal ADU's. He stated the City already allowed them, but would have to change the definition to match "internal" which meant it had different restrictions than one that was in a detached garage. He stated in a lot of communities, this type of dwelling had turned into nightly rentals and so that was another aspect the City would need to look at. Don stated another change that was vetoed by the Governor was to allow a contractor to hire an independent building inspector to inspect their project if the City did not have an inspector that could do the inspection within a three-day timeframe. He stated there were also some roadway changes that a right-of-way couldn't exceed 35 feet within a minor subdivision and some access easements. He stated the City was right in line with those issues. He

stated he wanted the Mayor and Council to be aware of those changes from the State Legislation sessions.

**Item E – Public Works Updates:**

Zane DeWeese stated they would be doing the Cemetery clean up from April 15 thru April 30<sup>th</sup> and wanted everyone to be aware. He stated it was posted on the website and Facebook and requested the support of the Council as they did this work.

Council Member Tyler Rowser stated some neighbors were complaining about the new streetlight at the entrance of the Chalk Creek Estates subdivision. He stated he seen the complaint on Facebook. Zane DeWeese stated there were concerns about public safety at that location before the streetlight was installed. He stated this was a school bus stop and with Chalk Creek being such a busy road he felt the public safety concerns needed to take precedence. He stated Rocky Mountain Power had installed a 50-Watt LED light. Council Member Cody Blonquist stated he drove past there to his house everyday and hadn't even noticed it. Zane DeWeese stated he lived there and didn't have any issues with it. Mayor Trever Johnson questioned if the City had received any formal complaints. Niki Sargent stated no, the office hadn't received any complaints and the Council had requested for the light to be put in. Council Member Rowser stated he had requested for the light to go in because of public safety concerns and felt it needed to stay, but wanted to bring up the other neighbor's concerns.

**Item F – Community Development Updates:**

Mayor Trever Johnson thanked Paul Taylor for juggling and doing his best on keeping up with all of the City items while he was dealing with some personal issues. Paul Taylor stated there was one business license for Escapod for their sales and rentals location. He stated there were a couple of issues that needed to be addressed, but was recommending approval with conditions. Paul stated they would be washing the trailers with soapy water and with a stream near the south west corner of their property, they would need to install a small area that had a trench drain that collected that soapy water to take it to the sanitary sewer, instead of taking it back to that stream. He stated one other concern was they needed to be aware of the stream during construction so mud and other debris wasn't deposited there. Paul stated Escapod had been working to make this site work out and the City wanted to support and help them achieve this. He stated he felt it would be a welcome business for the community. Council Member Rodney Robbins questioned if they would need an oil catch for grease and oil. Paul Taylor stated they wouldn't be doing any maintenance here. They would just be cleaning up the trailers before they were sold. He stated this site would have an office for sales and rentals. Council Member Cody Blonquist questioned if the office were a storage container and would classify as a commercial building. Paul Taylor stated yes, it was a storage container that would be painted and would have a restroom and comply with a commercial classification. Council Member Blonquist stated normally, the business would have to show it had complied with all of the regulations for their business before a business license would be issued. He stated he wasn't trying to discourage the business, but there had been other businesses that the City had required to be in compliance and with inspections completed before their license was issued. Paul Taylor stated they could approve the concept and delay issuing the business license. Sheldon Smith stated they could approve the business license, but make it subject to the building approvals before the license was in place. Council Member Tyler Rowser questioned if they had applied with the State for a permit to sell the trailers. Niki Sargent stated Chris Hudak had

mentioned he was applying with the State to make sure the sales tax went to Coalville City and had given a State license number with his application. Sheldon Smith stated it may be better to wait and do the approval after all of the conditions had been met. The Council reiterated they didn't want to discourage the business, but thought they should wait until Escapod was ready to do business at this location.

Sheldon Smith questioned if Paul Taylor had a recent copy of the plat for the Boyden property showing where the sewer force main easement would be going. Paul Taylor stated they were working on that right now. He stated the Boyden's had the property surveyed and the legal description for the western boundary was different and being adjusted. Paul stated he would send a copy of what they had to Sheldon Smith.

Council Member Cody Blonquist questioned what happened with the cancellation of the steel building for the Water Treatment Plant. Paul Taylor stated the Contractor had an allowed price on the bid and it was up to them to now find the supplier. He stated he didn't know if that had been executed yet or not.

**Item G – Legal Updates:**

Sheldon Smith stated he didn't have anything else tonight.

**Item H – Council Updates:**

Council Member Rodney Robbins questioned if the City was opening up the meetings to the public now the mask mandate had gone away. He stated they were allowed up to 50 now. Niki Sargent stated there was still a concern of restrictions for gatherings and it would be difficult to determine how to be fair on who was allowed in and who wasn't. She stated right now they would continue as they had been with the Council in attendance and the Zoom meetings.

Council Member Rodney Robbins stated he had a constituent questioning if the Mayor had done away with all the committees and if the financial one was one he did away with. Mayor Trever Johnson stated in the past there had been committees made up by Council Members and he had determined it was a better process to have everyone involved in the decisions instead of just a committee. He stated if the Council had an area of interest to let him know and he would make sure they were included in anything specific. Mayor Johnson stated as far as a financial committee, everyone needed to be involved with financial issues. Sheldon Smith stated he had been involved in both ways and it seemed to work better this way as everyone had the opportunity to voice their opinions. Mayor Johnson stated some Council were able to participate more than others and this way everything came before all of them.

Council Member Tyler Rowser questioned if the City was going to hold an event this year. Mayor Trever Johnson stated the City would be holding a concert on Thursday, July 8, 2021 and we would be hosting Sawyer Brown at the rodeo arena. Holding it at the rodeo arena would help with security and ticketing.

Council Member Phil Geary questioned if Mayor Johnson had heard anything from Chris Boyer about the Memorial Day celebration. Mayor Johnson stated he hadn't heard anything lately. Council Member Phil Geary stated he would reach out to him.



Council Member Tyler Rowser questioned if the trail easement had been worked out with Chris Boyer. Sheldon Smith stated it would be worked out and they had also worked out the water for Phase II.

**Item I – Mayor Updates:**

Mayor Trever Johnson stated he didn't have anything else tonight.

**Item 4 – Review And Possible Approval Of Accounts Payable:**

The Mayor and Council reviewed the accounts payable for April 2021.

Council Member Cody Blonquist stated he needed to recuse himself as he had an invoice for approval for his business.

**A motion was made by Council Member Rodney Robbins to approve the accounts payable for April 2021. Council Member Tyler Rowser seconded the motion. All Ayes. Motion Carried.**

**Item 5 – Review And Possible Approval Of Minutes:**

The Mayor and Council reviewed the minutes of the March 22, 2021 meeting.

**A motion was made by Council Member Tyler Rowser to approve the minutes of March 22, 2021 as written. Council Member Don Winters seconded the motion. All Ayes. Motion Carried.**

**Item J – Executive Session:**

There wasn't an executive session tonight.

**Item 6 – Adjournment:**

**A motion was made by Council Member Tyler Rowser to adjourn the meeting. Council Member Cody Blonquist seconded the motion. All ayes. Motion Carried.**

The meeting adjourned at 7:35 P.M.

\_\_\_\_\_  
Mayor Trever Johnson

Attest:

\_\_\_\_\_  
Nachele D. Sargent, City Recorder



"Exhibit A"  
Council 4/12/21

Account No. 93717 (2of 2)

Replacement Contract/District 2

CONTRACT BETWEEN  
WEBER BASIN WATER CONSERVANCY DISTRICT  
AND  
COALVILLE CITY  
FOR THE SALE AND USE OF UNTREATED WATER

THIS CONTRACT, made this \_\_\_\_, day of \_\_\_\_\_, 2021, by and between the Weber Basin Water Conservancy District, organized under the laws of the State of Utah, (herein "District"), and COALVILLE CITY of Summit County, Utah (herein "Purchaser") (the "Contract").

WITNESSETH:

WHEREAS, the District and Purchaser entered into a Reservation Agreement dated August 31, 2009, which allows Purchaser to secure a water supply by "the drilling of wells or surface water diversions" to meet the municipal needs of the Purchaser.

WHEREAS, the Purchaser desires, by means of wells or surface water diversions to divert or withdraw water for municipal purposes (which includes irrigation and all other beneficial uses of water), which diversion will intercept and withdraw water that will require replacement, and the District has water to sell to the Purchaser to replace the water so intercepted and withdrawn.

NOW, THEREFORE, in consideration of the mutual and dependent promises and covenants herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

1. SALE OF WATER. The District will sell to the Purchaser, and the Purchaser agrees to purchase from the District, subject to the terms of this Contract, the perpetual right to use in each calendar year as hereinafter specified untreated District water in amounts of 190.00 acre-feet for replacement of water to be diverted or withdrawn for municipal purposes in Summit County, Utah:

**WITHIN COALVILLE CITY SERVICE AREA**



2. OBLIGATION TO PAY. In consideration of the use of the annual quantity of water which the District holds and will hold for the Purchaser as herein provided and upon condition that this Contract is approved by the District, the Purchaser agrees:

(a) To pay for the right to use the allotted water an amount annually which amount initially shall be \$55,506.60 at the rate of \$292.14 per acre-foot of water. A portion of the above payment amount is to be applied to the extent required on the District's obligation under bonds or other government-District contracts or capital expenditures and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made.

(b) The amount so fixed shall be paid whether or not the Purchaser actually takes or uses the water allotted.

(c) The first payment of the amounts so fixed shall be paid by the Purchaser to the District concurrently with the presentation of this agreement to the District, and shall be in payment for water available for use by Purchaser in the 2021 calendar year. Succeeding annual payments shall be made by the Purchaser to the District on or before January 1 of each year thereafter. The Purchaser shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Purchaser from paying the charges assessed by the District.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Purchaser is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Purchaser is obligated to install appropriate metering and measuring devices. Purchaser agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

3. PENALTY FOR DELINQUENCY. Every installment or charge required to be paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.

4. REMEDIES IN CASE OF DEFAULT. If the Purchaser shall fail to make any payment due hereunder on or before the due date, the District may refuse the delivery of water,



or upon written notice to Purchaser, cancel this Contract in its entirety, but either or both of these remedies are not exclusive. The District may exercise any other remedy given by this Contract or by law to enforce collection of any payment due hereunder.

5. CANCELLATION. This Contract, or a portion thereof, may be cancelled by Purchaser as provided for in the District's policies and procedures relating to cancellation of contracts.

6. USE OF WATER. The use of the water allotted hereby shall be solely for the replacement of water diverted, withdrawn or to be diverted or withdrawn by means of wells or surface water diversions for municipal purposes at a point located on the land hereinabove described, and for no other use or purpose.

7. OVERUSE. The amount of water to which the Purchaser is entitled annually shall not exceed the allotted amount as described above. In the event that Purchaser receives water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Purchaser will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

8. UTAH STATE ENGINEER. Purchaser's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Purchaser shall not use the allotted water in any way, and the District will not be obligated to deliver water to the Purchaser as herein provided, until Purchaser first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Purchaser to obtain such approved exchange application.

9. DELIVERY OF WATER. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of Wanship Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.

10. WATER SHORTAGE. In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom and the payments to the District provided for herein shall not be reduced because of any such shortage or damage. During periods of water shortage, allocations of drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.

11. WATER CONSERVATION. The Purchaser shall, at a minimum, take the following actions to conserve and protect water: (i) keep water use within the District's conservation goals (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances.





12. FACILITIES. The Purchaser shall construct, operate and maintain, without cost to the District, the well/diversion point and appurtenant facilities necessary to secure and accurately measure the Purchaser's water supply. The metering or other measuring device installed by the Purchaser shall be satisfactory to the Utah State Engineer. The District has no responsibility for the quality or quantity of water that the Purchaser is able to secure through the operation of its well/diversion.

13. BENEFICIAL USE OF WATER. The basis, the measure and the limit of the right of the Purchaser in the use of water shall rest perpetually in the beneficial application thereof, and the Purchaser agrees to put the water purchased by him hereunder to beneficial use in accordance with law. The Purchaser shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

14. ACCOUNTING AND WATER SUPPLY RECORDS. The Purchaser shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof. The Purchaser agrees to provide the above information and documentation to the District upon request, and within 30 days of any such request.

15. COMPLIANCE WITH LAW. The Purchaser agrees to comply fully with all applicable federal laws, orders and regulations and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts or other pollutants.

16. INDEMNIFICATION. Purchaser agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Contract or from the non-fulfillment of any covenant or agreement on the part of Purchaser under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

17. NUMBER AND JOINT LIABILITY. In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

18. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Purchaser and their respective successors and permitted assigns.

19. GOVERNING LAW; JURISDICTION. This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State



of Utah. Purchaser submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Purchaser waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

20. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

21. WAIVER. No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

22. SUCCESSION AND ASSIGNMENT. The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. The Purchaser may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District, which approval shall not be unreasonably withheld.

23. FURTHER ACTS. The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

24. INCORPORATION OF RECITALS. The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

25. INTEGRATION. This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by anyone acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party



has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

26. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Purchaser. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Purchaser.

27. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

28. EFFECTIVE DATE. This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

29. REUSE. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this Contract shall belong to the United States or the Weber Basin Water Conservancy District for the use and benefit of the District.

30. NOTICE. Any notice herein required to be given to the Purchaser shall be sufficiently given if sent by mail addressed to the Purchaser at the address listed below, or if sent by electronic mail addressed to the Purchaser at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

31. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

32. PREVIOUS CONTRACTS. This contract is separate and distinct from contracts between the District and the Purchaser for allotments of water for municipal use as follows:



Acre-feet  
110

Contract Date  
28 January 2016

District Approved  
28 January 2016

Former Entity

IN WITNESS WHEREOF, the parties have caused this contract to be executed and signed the day and year first above written.

COALVILLE CITY

By: The Honorable Trever Johnson

Its: Mayor

Address: Mayor of Coalville City

P.O. Box 188

Coalville, UT 84017

STATE OF                    )  
                                  : ss.  
COUNTY OF                )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me

\_\_\_\_\_ the signer(s) of the above instrument, who  
duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

(SEAL)





Approved: \_\_\_\_\_

WEBER BASIN WATER CONSERVANCY DISTRICT

\_\_\_\_\_  
Dee Alan Waldron, President

\_\_\_\_\_  
Tage I. Flint, Secretary

(SEAL)

