

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, GREG BELL, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of creation of the NORTH UTAH COUNTY AQUIFER ASSOCIATION, dated January 15th, 2010, complying with Section 11-13-204, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the NORTH UTAH COUNTY AQUIFER ASSOCIATION, located in Utah County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, this 20th day of January, 2010.




GREG BELL
Lieutenant Governor

NOTICE OF IMPENDING BOUNDARY ACTION
and
REQUEST FOR CERTIFICATE OF CREATION

TO:

THE LIEUTENANT GOVERNOR OF THE STATE OF UTAH

Pursuant to Utah Codes 11-13-204(4) and 67-1a-6.5, Alpine City, Central Utah Water Conservancy District, Highland City, City of Saratoga Springs and Lehi City hereby jointly give notice that they have agreed to form an new Interlocal Entity and hereby request a Certificate of Creation be issued as provided for by law.

NAME: The name of the new entity shall be the North Utah County Aquifer Association.

ADDRESS: The initial address of the new entity shall be 6072 West Dry Creek Circle, Highland Utah 84003 c/o Barry Edwards, Director

APPROVED FINAL LOCAL ENTITY PLAT: The new entity will encompass all of the territory of the entities forming the new entity so no copy of a final local entity plat as defined in U.C. A. 67-1a-6.5 is included with this Notice of Impending Boundary Action.

BOUNDARY ACTION: Alpine City, Central Utah Water Conservancy District, Highland City, City of Saratoga Springs and Lehi have agreed to form a new Interlocal Entity for the purpose of studying the feasibility of recharging the ground water in the northern Utah County as provided for by law.

AUTHORITY AND COMPLIANCE WITH LAW: *Attached hereto are copies of the agreements* between the entities which are signed and verified, pursuant to the Utah Interlocal Cooperation Act, showing that all requirements to create the new entity have been complied with.

The undersigned, as the duly appointed Director of the North Utah County Aquifer Association, and based on the information given to me by the entities agreeing to create the entities, hereby certifies that all requirements for creating a new interlocal entity have been complied with

Dated this 15th day of January 2010.

North Utah County Aquifer Association



Barry Edwards, its Director

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the Utah County political subdivisions that have initially adopted and signed the agreement, as set forth herein, hereinafter referred to as Members:

PURPOSE: The Members wish to create, fund and operate an interlocal cooperation entity which shall serve the purpose of performing a feasibility study of the potential for recharging the ground water in Utah County in accordance with the Utah Groundwater Recharge and Recovery Act.

AUTHORITY: The Members make this Agreement pursuant to Utah Code 11-13-101 et seq. and specifically Utah Code 11-13-203.

CONSIDERATION: The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

SPECIFIC PROVISIONS

1. **NAME:** The Members hereby create a new interlocal cooperation entity which shall be known as the Northern Utah County Aquifer Association (hereinafter referred to as the Association)
2. **TERM:** This Agreement shall take effect upon its execution by all Members whose names appear first above and shall continue in effect until terminated by unanimous consent of the then parties to it or until dissolution of the Association or 50 years after the date of this agreement or any amendment hereof, which ever is sooner. Upon dissolution, the assets remaining, including any surplus money, shall be disposed of among the Members thereto at the time proportionate to member's contributions up to that time.
3. **MEMBERSHIP:** Each subdivision of the State of Utah signatory to this Agreement, and each additional subdivision or public agency accepted for membership pursuant to the provisions hereof which shall hereafter sign this Agreement is a Member of the Association and is entitled to all the rights and privileges and subject to the obligations of membership as set out herein.
4. **TERMINATION OF MEMBERSHIP:** Any party to this Agreement may cease to be a party hereto and may withdraw from membership in the Association by the adoption by its legislative body of a resolution of intention to withdraw and the giving of written notice to each of the other Members. Said termination shall be effective on the last day of the said current fiscal year of the Association. A Member terminating its membership herein shall have no interest in the assets of the Association unless it is a Member at the time of dissolution of the Association.
5. **POWERS OF THE ASSOCIATION:** The Association shall have the power in its own name, to conduct a feasibility study of the potential of recharging the ground water located in northern Utah County including hiring necessary staff or consultants to

conduct such study and to make recommendation regarding the implementation of the results of the feasibility study; to make and enter into contracts; to employ agents, consultants and employees; to acquire, hold and dispose of property, real and personal; to sue and be sued in its own name; and to incur debts, issue bonds, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement; to accept gifts; and to make bylaws, rules, and regulations regarding the Association. The Governing Board may not incur debt or contractual liability in excess of \$250,000.00 nor may it expend funds in excess of current budgeted funds without first receiving the express authority of each of its members. However, the debts, liabilities and obligations of the Association shall not constitute any debt, liability or obligation of any of the individual Members.

6. **AMENDMENT:** This Agreement may not be amended, except by written agreement of all the then Members to it.
7. **BOARD OF TRUSTEES:** The Association shall be governed by a Board of Trustees consisting of one representative from each Member appointed by the governing body thereof. A trustee shall hold the position of city engineer or similar position with the Member.
 - a. *Tenure:* Each trustee shall serve at the pleasure of the governing body of the Member, which may replace the trustee as it wishes in accordance with applicable law. In the event of removal, resignation, or death of a trustee, the appointing governing body shall promptly appoint a successor to fill the position.
 - b. *Powers, Duties:* The Board of Trustees shall be the governing body of the Association. It shall determine the policies, and budget of the Association, and shall have only such authority over budget issues as may be lawfully delegated by the respective governing authorizes of its member.
 - c. *Officers, Bylaw, New Members, and Staff:* The Board of Trustees shall elect a chair and such other officers as it sees fit. It shall adopt bylaws for the Association consistent with this Agreement. The Board of Trustees may establish procedures for its business and operations create committees composed of the trustees or other persons, allow other governmental entities to join the Association, make policies for the employment of Association employees, and perform such other acts which do not violate the terms of this Agreement, the bylaws or applicable law.
 - d. *Organizational Meeting:* The Board of Trustees shall hold it initial meeting on December 17, 2009 at the Highland City Hall Council Chambers for its organizational meeting at which time it shall elect a chairman and perform such other business at it deems wise.
 - e. *Other Meetings:* The Board of Trustees shall meet at least once every three months, shall give reasonable notice to all trustees of the time and place of each meeting, and shall otherwise follow the terms of the Public Meeting Law, Section

52-4-1 et. seq. Utah Code Annotated (1953), as amended, where applicable.

- f. *Decisions, Quorum:* A Quorum shall be required for the transaction of all business of the Board of Trustees, and shall consist of a majority of the total number of trustees. All decisions shall require a vote of a majority of the quorum present.
 - g. *Director:* The Board of Trustees may, if the budget permits, select a director. The director shall serve at the pleasure of the Board of Trustees. The director shall report to the Board of Trustees.
8. **FINANCIAL AFFAIRS:** The financial affairs of the Association shall be conducted in compliance with the Utah Fiscal Procedures Act for Cities and Towns found in Utah Code 10-6-101 et seq. and generally with accepted accounting principles for governmental entities. The Association shall operate on a fiscal year running from July 1st to June 31st of each year. The Board of Trustees shall provide for an audit of the financial records of the Association by an independent certified public accounting firm annually. The Board of Trustees shall promulgate appropriate policies for the accounting, methods of maintaining accounts, the payment of obligations of the Association, the preparation of the annual budget, and other financial affairs of the Association.
 9. **ASSESSMENTS:** Each member entity has previously paid for the start up and operation of the Association a sum of money as set forth in Exhibit A hereto. The Association shall have no right to assess or collect from any member entity any additional money except to the extent authorized by the respective governing authorities of its members. The Association shall not have the power to tax or assess and collect fees or spend more than the assessments paid by its members.
 10. **COMMENCEMENT:** The Association shall begin operations immediately upon issuance of a certificate of creation from the office of the Lieutenant Governor as provided for in Utah Code 11-13-204 and Utah Code 67-1a-6.5, or such later date determined by the Board of Trustees.
 11. **OFFICERS, STAFF:** The Association may have a Director and other employees who shall be selected and serve by a process determined by the Board of Trustees.
 12. **LIABILITY AND INDEMNIFICATION:** The Association shall defend, indemnify, save harmless and exempt the Members, their officers, agents and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorney's fees incident to any willful or negligent acts or omissions by the Association, its officers, agents or employees. The Board of Trustees shall, prior to the commencement of operations, provide for risk and liability coverage in such amounts as it deems necessary to insure against risks which the operation of the Association may involve.

13. **APPROVAL BY ATTORNEY:** This agreement shall be submitted to the authorized attorneys for the members approval in accordance with Section 11-13-202.5(3), Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, LEHI CITY, by resolution of its
(Name of Entity)

Legislative body, by resolution duly adopted, does cause this agreement to be signed.

IN WITNESS WHEREOF, the above named member executes this contract on this 8th
day of December, 2009.

MEMBER

By: Howard Johnson

Title: Mayor

Date: 12-14-09

APPROVED AS TO FORM:

[Signature]
Member Attorney

attest: Connie Ashton
City Recorder 12-14-09

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the Utah County political subdivisions that have initially adopted and signed the agreement, as set forth herein, hereinafter referred to as Members:

PURPOSE: The Members wish to create, fund and operate an interlocal cooperation entity which shall serve the purpose of performing a feasibility study of the potential for recharging the ground water in Utah County in accordance with the Utah Groundwater Recharge and Recovery Act.

AUTHORITY: The Members make this Agreement pursuant to Utah Code 11-13-101 et seq. and specifically Utah Code 11-13-203.

CONSIDERATION: The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

SPECIFIC PROVISIONS

1. **NAME:** The Members hereby create a new interlocal cooperation entity which shall be known as the Northern Utah County Aquifer Association (hereinafter referred to as the Association)
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3. **MEMBERSHIP:** Each subdivision of the State of Utah signatory to this Agreement, and each additional subdivision or public agency accepted for membership pursuant to the provisions hereof which shall hereafter sign this Agreement is a Member of the Association and is entitled to all the rights and privileges and subject to the obligations of membership as set out herein.
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5. **POWERS OF THE ASSOCIATION:** The Association shall have the power in its own name, to conduct a feasibility study of the potential of recharging the ground water located in northern Utah County including hiring necessary staff or consultants to

conduct such study and to make recommendation regarding the implementation of the results of the feasibility study; to make and enter into contracts; to employ agents, consultants and employees; to acquire, hold and dispose of property, real and personal; to sue and be sued in its own name; and to incur debts, issue bonds, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement; to accept gifts; and to make bylaws, rules, and regulations regarding the Association. The Governing Board may not incur debt or contractual liability in excess of \$250,000.00 nor may it expend funds in excess of current budgeted funds without first receiving the express authority of each of its members. However, the debts, liabilities and obligations of the Association shall not constitute any debt, liability or obligation of any of the individual Members.

6. **AMENDMENT:** This Agreement may not be amended, except by written agreement of all the then Members to it.
7. **BOARD OF TRUSTEES:** The Association shall be governed by a Board of Trustees consisting of one representative from each Member appointed by the governing body thereof. A trustee shall hold the position of city engineer or similar position with the Member.
 - a. *Tenure:* Each trustee shall serve at the pleasure of the governing body of the Member, which may replace the trustee as it wishes in accordance with applicable law. In the event of removal, resignation, or death of a trustee, the appointing governing body shall promptly appoint a successor to full the position.
 - b. *Powers, Duties:* The Board of Trustees shall be the governing body of the Association. It shall determine the policies, and budget of the Association, and shall have only such authority over budget issues as may be lawfully delegated by the respective governing authorizes of its member.
 - c. *Officers, Bylaw, New Members, and Staff:* The Board of Trustees shall elect a chair and such other officers as it sees fit. It shall adopt bylaws for the Association consistent with this Agreement. The Board of Trustees may establish procedures for its business and operations create committees composed of the trustees or other persons, allow other governmental entities to join the Association, make policies for the employment of Association employees, and perform such other acts which do not violate the terms of this Agreement, the bylaws or applicable law.
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- f. *Decisions, Quorum:* A Quorum shall be required for the transaction of all business of the Board of Trustees, and shall consist of a majority of the total number of trustees. All decisions shall require a vote of a majority of the quorum present.
 - g. *Director:* The Board of Trustees may, if the budget permits, select a director. The director shall serve at the pleasure of the Board of Trustees. The director shall report to the Board of Trustees.
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13. **APPROVAL BY ATTORNEY:** This agreement shall be submitted to the authorized attorneys for the members approval in accordance with Section 11-13-202.5(3), Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, CENTRAL UTAH WATER CONSERVANCY DISTRICT,
(Name of Entity)

by resolution of its Legislative body, by resolution duly adopted, does cause this agreement to be signed.

IN WITNESS WHEREOF, the above named member executes this contract on this 9th day of December, 2009.

MEMBER

By: W. A. Christensen

Title: General Manager

Date: December 9th, 2009

APPROVED AS TO FORM:

[Signature]
Member Attorney

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13. **APPROVAL BY ATTORNEY:** This agreement shall be submitted to the authorized attorneys for the members approval in accordance with Section 11-13-202.5(3), Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, Highland City, by resolution of its
(Name of Entity)

Legislative body, by resolution duly adopted, does cause this agreement to be signed.

IN WITNESS WHEREOF, the above named member executes this contract on this 1st
day of December, 2009.



MEMBER

By: Claudia R. Stillman

Title: Mayor Pro-Tem

Date: 12/2/09

APPROVED AS TO FORM:

[Signature]
Member Attorney

ATTEST:

BY: [Signature]
CITY RECORDER

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11. **OFFICERS, STAFF:** The Association may have a Director and other employees who shall be selected and serve by a process determined by the Board of Trustees.
12. **LIABILITY AND INDEMNIFICATION:** The Association shall defend, indemnify, save harmless and exempt the Members, their officers, agents and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorney's fees incident to any willful or negligent acts or omissions by the Association, its officers, agents or employees. The Board of Trustees shall, prior to the commencement of operations, provide for risk and liability coverage in such amounts as it deems necessary to insure against risks which the operation of the Association may involve.

13. **APPROVAL BY ATTORNEY:** This agreement shall be submitted to the authorized attorneys for the members approval in accordance with Section 11-13-202.5(3), Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, Alpine City, by action of its
Legislative body, does cause this agreement to be signed.

IN WITNESS WHEREOF, the above named member executes this contract on this 8th
day of December, 2009.

MEMBER

By: Hunt Willoughby
Hunt Willoughby, Mayor

Date: 12/08/09

ATTEST:

Janis H. Williams
Janis H. Williams, City Recorder



APPROVED AS TO FORM

David Church
David Church, City Attorney

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the Utah County political subdivisions that have initially adopted and signed the agreement, as set forth herein, hereinafter referred to as Members:

PURPOSE: The Members wish to create, fund and operate an interlocal cooperation entity which shall serve the purpose of performing a feasibility study of the potential for recharging the ground water in Utah County in accordance with the Utah Groundwater Recharge and Recovery Act.

AUTHORITY: The Members make this Agreement pursuant to Utah Code 11-13-101 et seq. and specifically Utah Code 11-13-203.

CONSIDERATION: The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

SPECIFIC PROVISIONS

1. **NAME:** The Members hereby create a new interlocal cooperation entity which shall be known as the Northern Utah County Aquifer Association (hereinafter referred to as the Association)
2. **TERM:** This Agreement shall take effect upon its execution by all Members whose names appear first above and shall continue in effect until terminated by unanimous consent of the then parties to it or until dissolution of the Association or 50 years after the date of this agreement or any amendment hereof, which ever is sooner. Upon dissolution, the assets remaining, including any surplus money, shall be disposed of among the Members thereto at the time proportionate to member's contributions up to that time.
3. **MEMBERSHIP:** Each subdivision of the State of Utah signatory to this Agreement, and each additional subdivision or public agency accepted for membership pursuant to the provisions hereof which shall hereafter sign this Agreement is a Member of the Association and is entitled to all the rights and privileges and subject to the obligations of membership as set out herein.
4. **TERMINATION OF MEMBERSHIP:** Any party to this Agreement may cease to be a party hereto and may withdraw from membership in the Association by the adoption by its legislative body of a resolution of intention to withdraw and the giving of written notice to each of the other Members. Said termination shall be effective on the last day of the said current fiscal year of the Association. A Member terminating its membership herein shall have no interest in the assets of the Association unless it is a Member at the time of dissolution of the Association.
5. **POWERS OF THE ASSOCIATION:** The Association shall have the power in its own name, to conduct a feasibility study of the potential of recharging the ground water located in northern Utah County including hiring necessary staff or consultants to

conduct such study and to make recommendation regarding the implementation of the results of the feasibility study; to make and enter into contracts; to employ agents, consultants and employees; to acquire, hold and dispose of property, real and personal; to sue and be sued in its own name; and to incur debts, issue bonds, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement; to accept gifts; and to make bylaws, rules, and regulations regarding the Association. The Governing Board may not incur debt or contractual liability in excess of \$250,000.00 nor may it expend funds in excess of current budgeted funds without first receiving the express authority of each of its members. However, the debts, liabilities and obligations of the Association shall not constitute any debt, liability or obligation of any of the individual Members.

6. **AMENDMENT:** This Agreement may not be amended, except by written agreement of all the then Members to it.
7. **BOARD OF TRUSTEES:** The Association shall be governed by a Board of Trustees consisting of one representative from each Member appointed by the governing body thereof. A trustee shall hold the position of city engineer or similar position with the Member.
 - a. *Tenure:* Each trustee shall serve at the pleasure of the governing body of the Member, which may replace the trustee as it wishes in accordance with applicable law. In the event of removal, resignation, or death of a trustee, the appointing governing body shall promptly appoint a successor to full the position.
 - b. *Powers, Duties:* The Board of Trustees shall be the governing body of the Association. It shall determine the policies, and budget of the Association, and shall have only such authority over budget issues as may be lawfully delegated by the respective governing authorizes of its member.
 - c. *Officers, Bylaw, New Members, and Staff:* The Board of Trustees shall elect a chair and such other officers as it sees fit. It shall adopt bylaws for the Association consistent with this Agreement. The Board of Trustees may establish procedures for its business and operations create committees composed of the trustees or other persons, allow other governmental entities to join the Association, make policies for the employment of Association employees, and perform such other acts which do not violate the terms of this Agreement, the bylaws or applicable law.
 - d. *Organizational Meeting:* The Board of Trustees shall hold it initial meeting on December 17, 2009 at the Highland City Hall Council Chambers for its organizational meeting at which time it shall elect a chairman and perform such other business at it deems wise.
 - e. *Other Meetings:* The Board of Trustees shall meet at least once every three months, shall give reasonable notice to all trustees of the time and place of each meeting, and shall otherwise follow the terms of the Public Meeting Law, Section

52-4-1 et. seq. Utah Code Annotated (1953), as amended, where applicable.

- f. *Decisions, Quorum:* A Quorum shall be required for the transaction of all business of the Board of Trustees, and shall consist of a majority of the total number of trustees. All decisions shall require a vote of a majority of the quorum present.
 - g. *Director:* The Board of Trustees may, if the budget permits, select a director. The director shall serve at the pleasure of the Board of Trustees. The director shall report to the Board of Trustees.
8. **FINANCIAL AFFAIRS:** The financial affairs of the Association shall be conducted in compliance with the Utah Fiscal Procedures Act for Cities and Towns found in Utah Code 10-6-101 et seq. and generally with accepted accounting principles for governmental entities. The Association shall operate on a fiscal year running from July 1st to June 31st of each year. The Board of Trustees shall provide for an audit of the financial records of the Association by an independent certified public accounting firm annually. The Board of Trustees shall promulgate appropriate policies for the accounting, methods of maintaining accounts, the payment of obligations of the Association, the preparation of the annual budget, and other financial affairs of the Association.
 9. **ASSESSMENTS:** Each member entity has previously paid for the start up and operation of the Association a sum of money as set forth in Exhibit A hereto. The Association shall have no right to assess or collect from any member entity any additional money except to the extent authorized by the respective governing authorities of its members. The Association shall not have the power to tax or assess and collect fees or spend more than the assessments paid by its members.
 10. **COMMENCEMENT:** The Association shall begin operations immediately upon issuance of a certificate of creation from the office of the Lieutenant Governor as provided for in Utah Code 11-13-204 and Utah Code 67-1a-6.5, or such later date determined by the Board of Trustees.
 11. **OFFICERS, STAFF:** The Association may have a Director and other employees who shall be selected and serve by a process determined by the Board of Trustees.
 12. **LIABILITY AND INDEMNIFICATION:** The Association shall defend, indemnify, save harmless and exempt the Members, their officers, agents and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorney's fees incident to any willful or negligent acts or omissions by the Association, its officers, agents or employees. The Board of Trustees shall, prior to the commencement of operations, provide for risk and liability coverage in such amounts as it deems necessary to insure against risks which the operation of the Association may involve.

13. **APPROVAL BY ATTORNEY:** This agreement shall be submitted to the authorized attorneys for the members approval in accordance with Section 11-13-202.5(3), Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, City of Saratoga Springs, by resolution of its Legislative body, by resolution duly adopted, does cause this agreement to be signed.

IN WITNESS WHEREOF, the above named member executes this contract on this 8th day of December, 2009.

MEMBER

By: *Kevin Blane*

Title: Mayor

Date: 1/13/10

ATTEST:

Yvonne Matto
City Recorder

