



BOARD OF ADJUSTMENT

MEETING AGENDA

Thursday, October 23, 2025

4:30 p.m.

- **Pledge of Allegiance**
- **Roll Call**

Regular Agenda Items

1. **BOA2025-06:** Consideration and action on a request for a variance to the Parking Lot Design and Maintenance requirement for hard surface stated in Section 108-8-7 (d) (6).
Staff Presenter: Tammy Aydelotte
2. **BOA 2025-05:** Consideration of a request to hear an appeal of a denial by Wolf Creek Water and Sewer to issue a will serve letter to Eden Valley Opportunity and Bridges Holding Company, LLC. Denial of this will-serve letter prevents the applicant from submitting a complete subdivision application to Weber County for review and approval. The question the Board will need to answer is whether or not they feel they have jurisdiction to hear this appeal.
Staff Presenter: Tammy Aydelotte

Adjourn

The Board of Adjustments meeting will be held in the Weber County Commission Chambers, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah

Join Zoom Meeting <https://webercountyutah.zoom.us/j/83070146066> Meeting ID: 830 7014 6066

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Staff Report to the Weber County Board of Adjustment

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request for a variance to the Parking Lot Design and Maintenance requirement for hard surface stated in Section 108-8-7 (d) (6).
Agenda Date: Thursday, October 23, 2025
Applicant: Mark Overdevest
File Number: BOA2025-06

Property Information

Approximate Address: 2630 and 2680 North Highway 39, Huntsville, UT, 84317
Project Area: 10.03 acres
Zoning: Forest (F-5)
Existing Land Use: Residential
Proposed Land Use: Recreation Residential
Parcel ID: 23-114-0001, 23-114-0002
Township, Range, Section: T7N, R3E, Section 33

Adjacent Land Use

North:	Residential	South:	Residential
East:	Forest	West:	Forest

Staff Information

Report Presenter: Felix Lleverino
fleverino@webercountyutah.gov
801-399-8767
Report Reviewer: TA

Applicable Codes

- Title 102 (Administration) Chapter 3 (Board of Adjustment)
- Title 104 (Zones) Chapter 9 (Forest F-5)

Background

In a public meeting on January 24, 2025, the Ogden Valley Planning Commission approved the Valo Refuge (CUP2024-13), a Conference/Education Center for leisure activities, personal development, and communion with nature, meditation, yoga, and silence, in a peaceful, serene environment. The Ogden Valley Planning Commission encouraged the owner to request a variance from the board of adjustment, allowing for a compacted gravel parking area instead of a concrete or asphalt parking area required by Section 108-8-7 (d) (6) Parking lot Design and Maintenance

The applicant has provided a narrative with site photos that support the variance request by emphasizing similar agricultural-related uses and the intent of creating an environment that is natural and cohesive with the native flora. Should the board decide to grant the variance, the variance to the parking surface standard would only apply to these properties, and the variance expires after one year and six months if the request has not been acted upon.

Summary of Board of Adjustment Considerations

LUC §102-3 states that one of the duties and powers of the Board of Adjustment is to hear and decide variances from the requirements of the Weber County Land Use Code. For a variance to be granted, it must be shown that all of the following criteria have been met:

- Literal enforcement of the ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the Land Use Code.*
 - In determining whether or not literal enforcement of the land-use code would cause unreasonable hardship, the appeal authority may not find an unreasonable hardship unless the alleged hardship is located on or associated with the property for which the variance is sought, and comes from circumstances peculiar to the property, not from conditions that are general to the neighborhood.*

- b. *In determining whether or not literal enforcement of the land-use code would cause unreasonable hardship, the appeal authority may not find an unreasonable hardship if the hardship is self-imposed or economic. There are special circumstances attached to the property that do not generally apply to other properties in the same zone.*
 - 1. *In determining whether or not there are special circumstances attached to the property, the appeal authority may find that special circumstances exist only if the special circumstances relating to the hardship complained of, and deprive the property of privileges granted to other properties in the same zone.*
- c. *Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zone.*
- d. *The variance will not substantially affect the general plan and will not be contrary to the public interest.*
- e. *The spirit of the land use ordinance is observed and substantial justice is done.*

Staff Analysis

Below is staff analysis:

- a. Literal enforcement of the parking requirement for asphalt would cause a hardship that is not necessary to carry out the general purpose of the land use code.
- b. Special circumstances surrounding this lot of record include the proximity to Beaver Creek and its immediate riparian area, and the intended environmentally focused use.
- c. The applicant's narrative indicates that granting a variance would allow for an ideal parking surface that is aesthetic, durable, and similar to what is done at the Dancing Moose Farm (Weber County), and the Conrad Ranch (Provo).
- d. The General Plan indicates that this area should be developed as is planned and zoned. The intended use of the property is approved as a conditional use listed in the forest zone. Granting the variance will result in a pleasing amenity for the owner and its patrons.
- e. The applicant will abide by all conditional use requirements as the proposal was approved. Granting of the variance is aligned with the spirit of the land use ordinance, and substantial justice is done, considering the unique conditions of the lot and the intended use.

Conformance to the General Plan

A conditional use permit of this nature is fitting with the Ogden Valley General Plan in areas that are rural and zoned for forest and recreational activities. Granting of this variance is not in conflict with the goals and policies of the Ogden Valley General Plan.

Exhibits

- A. Narrative with photos

Area Map



Exhibit A – Narrative

September 25th, 2025

Valo Refuge
2630/2680 N Highway 39
Huntsville, UT 84317

Variance Request with Board of Adjustment

We are seeking a Variance with the Board of Adjustment, to comply with the hard surface parking requirement for our retreat center along Beaver Creek, as part of our Conditional Use for our conference/education center.

Sec 108-8-7 Parking Lot Design And Maintenance (b).

"Public parking lot standards. Every parcel of land hereafter used as a public parking area shall be paved with an asphalt or concrete surface. Exceptions to this requirement will be made for seasonal, temporary, or transient uses, including, but not limited to, a fair, festival, short-term vendor, park and ride lots, and legitimate agricultural uses and agriculturally related uses, including, but not limited to, a petting farm, corn maze, green house, garden plant sales, and/or approved agri-tourism operations.

We feel that compacted crushed road base with an overlay of compacted decomposed grey granite would be the ideal surface for our parking lot. Aesthetically, we are trying to create an environment that is as natural and cohesive with the native flora as possible. From the beginning, our desire has been for our retreat center to blend into nature visually. Black petroleum based asphalt is, in our opinion, not ideal for our use characteristics and will look out of place, and concrete also does not give the feeling of being an extension of the natural grounds. This is the reason, in our opinion, that all over the world, regardless of climate, we have found that most retreat centers have asphalt only on major roads leading up to these properties.

It is unclear to us what this provision in the code seeks to address. Our parking area and pathways have been plowed for the last two seasons under our ownership including during the record snowfall of 2022/2023, with only grass and dirt as the underlying surface. Our plowing operator resides up the road on Highway 39 as well. He has no qualms about plowing any type of subsurface, but does prefer crushed rock or asphalt over raw earth. We noticed that there is a carve out not requiring asphalt for agritourism among other uses above, and that our neighbor to the south, Dancing Moose Farm, therefore did not need to pave their parking lot. While we are seeking a different type of conditional use permit as a conference/education center, and they fall under the agritourism umbrella, in actuality the use characteristics will be exactly the same - parking lots right off the highway, for guests that are staying in one of four short term rental units (yurts for them and mirrored tiny homes/domes for us). Their parking area, like our driveways, do not, and will not, see heavy use. It will be light cars and parking. Decomposed granite/crushed rock blends seamlessly with a rustic, creekside setting.

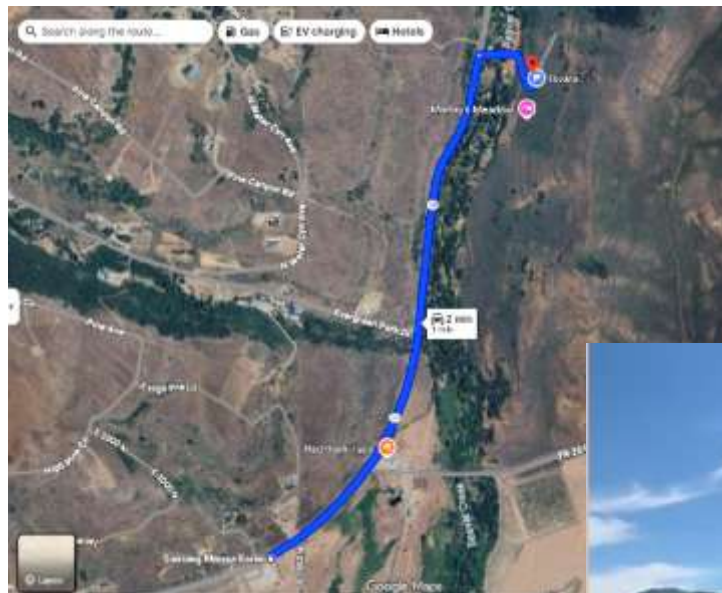
We asked about this when presenting our retreat center to the planning commission for approval in June of this year. The commission unanimously approved our vision subject to a few follow up requirements, one of which was a hard surface parking lot. There was some surprise about this provision in the code that it must be asphalt or concrete, and we were encouraged to submit this variance request to the Board of Adjustment for consideration.

Exhibited here are photos of our parking area (the second photo shows a vehicle for scale). Cars will park parallel to the black vehicle in this photo, along the dirt berm that runs along the western flank of the property that provides noise abatement and privacy from Highway 39.



1. Dancing Moose Farm (dancingmoosefarmut.com) - 13485 E. Hwy 39 Huntsville, UT 84317.

This is perhaps the best illustration of what we are seeking. Only a 1 mile (2 min) drive from our property. 4 Yurt roadside short term rentals on a compacted gravel hardscape. Only the entry point to the gate is paved with asphalt, off of Highway 39. This is a UDOT requirement that we were compelled to do as a requirement for all properties that turn off highways. Our asphalt turn in was recently completed.



2. Conrad Ranch - Provo. A wedding and event center up Provo Canyon. They are three season, but this shows close ups of the crushed rock evident there and ubiquitous elsewhere for three and four season retreat centers in rural areas that see abundant snowfall.



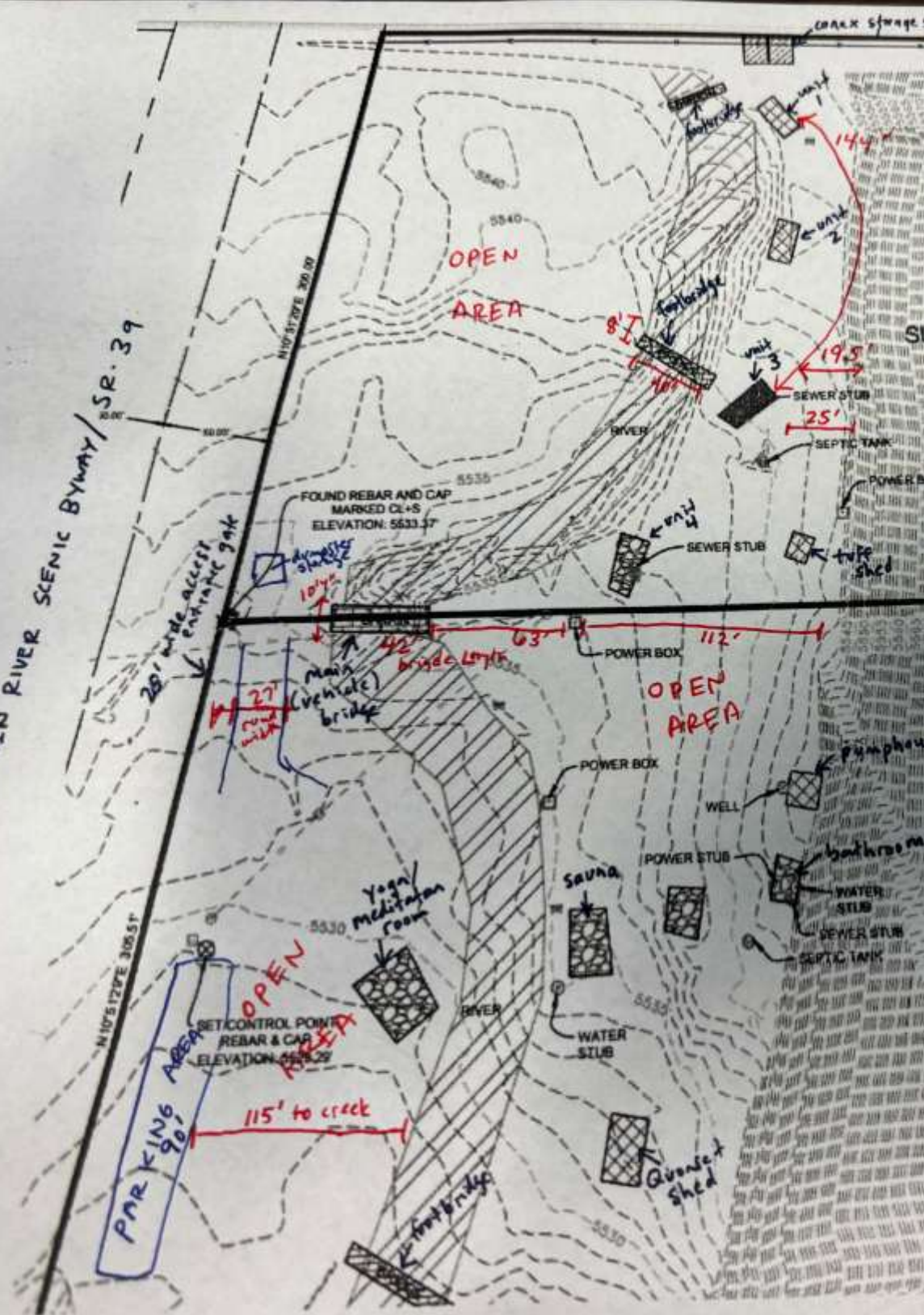


Another example (they are all over the US but this has similar feel)

Wild Rice Retreat (wildriceretreat.com) - Bayfield, Wisconsin. 4 season retreat center with short term accommodation:



OGDEN RIVER SCENIC BYWAY / SR. 39





Staff Report to the Weber County Board of Adjustment

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration of a request to hear an appeal of a denial by Wolf Creek Water and Sewer to issue a will serve letter to Eden Valley Opportunity and Bridges Holding Company, LLC. Denial of this will-serve letter prevents the applicant from submitting a complete subdivision application to Weber County for review and approval. The question the Board will need to answer is whether or not they feel they have jurisdiction to hear this appeal.

Agenda Date: Thursday, October 23, 2025

Applicant: Shane Dunleavy

File Number: BOA 2025-05

Property Information

Approximate Address: 4600 N Seven Bridges Rd, Eden, UT, 84310

Existing Land Use: Vacant

Township, Range, Section: T7N, R1E, Section 18

Adjacent Land Use

North:	Vacant	South:	Vacant
East:	The Bridges Development (Mountainside PRUD	West:	Residential

Staff Information

Report Presenter: Tammy Aydelotte
tayelotte@webercountyutah.gov
801-399-8794

Applicable Codes

- Title 102 (Administration) Chapter 3 (Board of Adjustment)

Background

The applicant is requesting to have the Board of Adjustment hear an appeal of denial of a will-serve letter by Wolf Creek Water and Sewer. Without a will-serve letter the applicant cannot meet minimum requirements to submit an application to subdivide land within the Bridges development.

Applicant has provided a detailed narrative as to why they feel this should go before the Board of Adjustment as an appeal. The decision in this meeting should be limited to deciding whether the Board of Adjustment has jurisdiction to hear this appeal. If this is decided in the affirmative, then Planning staff will schedule a separate meeting to hear this appeal. If the Board decides against hearing this appeal, then the applicant is free to seek relief from District Court.

Summary of Board of Adjustment Considerations

LUC §102-3-3(a) states that one of the duties and powers of the Board of Adjustment is to act as the appeal authority from decisions applying and interpreting this Land Use Code and Zoning Maps.

Has a land use decision been made? The decision to deny a will-serve letter was made by a water and sewer district (Wolf Creek Water and Sewer District). No land use application has been made to Weber County.

Staff Comments/Analysis

Weber County Land Use Ordinance states that the duties and powers of the board are, *"To act as the appeal authority from decisions applying and interpreting this Land Use Code and Zoning Maps."*

Where an application has not yet been submitted to Weber County, no land use decision has been made, including a decision to deny an application based upon an incomplete application being submitted.

Exhibits

- A. Applicant-written Narrative and Site Plans

Exhibit A Applicant-Written Narrative

See following pages.

BRUCE R. BAIRD PLLC

ATTORNEY AND COUNSELOR

2150 SOUTH 1300 EAST, FIFTH FLOOR

SALT LAKE CITY, UTAH 84106

TELEPHONE (801) 328-1400

BBAIRD@DIFFICULTDIRT.COM

September 8, 2025

Weber County Planning Division
Board of Adjustments
2380 Washington Blvd., Suite 240
Ogden, Utah 84401
mborchert@webercountyutah.gov

Weber County Attorney's Office
2380 Washington Blvd., Suite 230
Ogden, Utah 844013

Re: Eden Valley Opportunity, LLC and The Bridges Holding Company Appeal of
Denial of Application for Feasibility Letter Pursuant to Weber County Code
Section 102-3-4

To Whom It May Concern:

INTRODUCTION

This firm represents Eden Valley Opportunity, LLC and its affiliate The Bridges Holding Company (collectively, “**EVO**”). EVO entered into a development agreement with Weber County on May 12, 2025, (recorded on May 14, 2025) regarding a multi-phase residential development called The Bridges. The next stage of the development process is to submit an application for subdivision approval, which requires a feasibility letter for culinary and secondary water. *See* Weber County Code § 106-1-4(b)(4). EVO has applied to Wolf Creek Water and Sewer Improvement District (the “**District**”) for a feasibility letter and has attempted to negotiate in good faith with the District. *See* Application for Will-Serve Letter – Dedication of WCIC Shares under Protest (the “**Application**”), dated August 1, 2025, attached as Enclosure 1. But on August 22, 2025, the District issued a final written denial of EVO’s application. *See* Response to August 1, 2025, Letter regarding WCIC share dedication under protest (the “**Denial**”), attached as Enclosure 2.¹

¹ While the Denial purports to be an offer of approval, as set forth in more detail below, the conditions it imposes are so onerous and non-sensical that it is, effectively, a denial of EVO’s Application.

Pursuant to Weber County Code section 102-3-4 and Utah Code sections 17-27a-701 and 17-27a-707, EVO appeals the Denial, specifically asserting that the Denial is in error and that the District's interpretation and application of the county land use code is incorrect. EVO requests that the Board of Adjustments ("the **Board**") reverse the Denial or remove the improper and illegal conditions therein.

We address this letter to the Weber County Planning Division, the Board, and the Weber County Attorney's Office on the belief that these are the correct bodies to whom the appeal should be addressed. If that is incorrect, please let us know to whom we should send this appeal. Please also let us know if the appeal must be filed electronically. Finally, it is our understanding that a \$500 fee must accompany this appeal, and a check for that amount is enclosed. If any other fees must be submitted in connection with this appeal, please let us know, and we will pay promptly.

ARGUMENT

I. The County Has Jurisdiction to Hear This Appeal.

EVO recognizes that this type of appeal is not one that Weber County (the "**County**") typically hears. Nevertheless, as set forth in more detail below, the County has the authority to hear this appeal.

Utah Code subsection 17B-1-119(a) provides: "If a land use authority consults with or allows a special district to participate *in any way* in a land use authority's land use development review or approval process, the special district shall comply with . . . Title 17, Chapter 27a, County Land Use and Development Act [**"CLUDMA"**], as applicable to the land use authority." (Emphasis added). The County has allowed the District to participate in the approval process because it requires a feasibility letter from a water authority such as the District in all subdivision applications. Weber County Code § 106-1-4(b)(4). Thus, the County has allowed the District to participate in its land use development review or approval process. Indeed, without a feasibility letter, EVO cannot even submit the application, so the District's Denial serves as a threshold decision on the application. Accordingly, the District must comply with CLUDMA when reviewing EVO's application for a feasibility letter.

CLUDMA prohibits the County, and, by extension, the District, from imposing a requirement or condition that conflicts with CLUDMA or other laws. Utah Code § 17-27a-104(2). So the District must comply with the Weber County Code and other applicable laws when considering EVO's application.

The County has designated the Board as the appeal authority for land use decisions. Weber County Code § 102-3-1. The Board has authority "[t]o act as the appeal authority from decisions applying and interpreting this Land Use Code." *Id.* § 102-3-3(a). And in reviewing an appeal, the

Board “determine[s] the correctness of a decision of the land use authority in its interpretation and application of the Land Use Code.” *Id.* § 102-3-4(a)(1). In other words, the Board has authority to review decisions by a land use authority that apply or interpret the Land Use Code pursuant to Utah Code § 17-27a-701(b)(ii).

The District is, or for at least the purposes of the Denial and this appeal, functioning as a land use authority. The Land Use Code defines “land use authority” as “a person, board, commission, agency, or other body designated by the local legislative body to act upon a land use application.” *Id.* § 101-2-13. This definition is identical to CLUDMA’s. *See* Utah Code § 17-27a-103(44). The Land Use Code does not define “land use application,” but CLUDMA’s definition is instructive: “‘Land use application means an application that is required by a county; and submitted by a land use applicant to obtain a land use decision.’” Utah Code § 17-27a-103(43). As established above, the County has allowed the District to participate in the County’s land use application process by making a water feasibility letter a necessary component of a subdivision application. And an application to the District for a feasibility letter – like the Application – meets the definition of a land use application because the feasibility letter is required by the County for subdivision applications and is submitted as part of the land use application process to obtain approval for a subdivision (i.e., a land use decision). Consequently, the District qualifies as a land use authority, and its decisions, including the Denial, are reviewable by the Board.

For the reasons noted below, the District has applied or interpreted (or attempted to apply or interpret) the County’s Land Use Code. Because the County delegated a portion of its land use authority to the District for subdivision applications, the District’s adopted rules and regulations became a de facto part of the Land Use Code under these circumstances. When the District applied its rules and regulations to EVO’s Application, it applied or interpreted de facto Land Use Code provisions that the Board can review.

In sum, the Board’s appeal authority is broad enough to allow review of the District’s Denial.

II. The District Applied the County Land Use Code Erroneously.

The Board should reverse the Denial because the District inappropriately and unlawfully imposed certain conditions on EVO. Alternatively, the Board should reissue a decision in favor of EVO that omits the improper conditions imposed on EVO by the District.

The District's policy is that developers must "bring water" when applying for feasibility letters.² Indeed, the District referenced this very policy in the Denial, stating "[t]he District's policy has been and is to issue Can and Will Serve letters for new development units when acceptable water resources are brought to the District (e.g., WCIC shares)." Denial, at 1. The District's Policies, Procedures & Regulations Manual (the "**Manual**") memorializes this policy and sets a standard conversion rate for shares to Equivalent Residential Units. *See* Manual, attached as Enclosure 3. The Manual provides that "the requirement for a developer to 'bring water' to satisfy the demand of the new development shall be applicable [to feasibility letter applications]. Usually, this is achieved by transfer of a Wolf Creek Irrigation Company (WCIC) shares, which are equivalent at a rate of 2.2 Equivalent Residential Units [ERUs] per WCIC share (as of 2023)." Manual, at 10. And when the District deems it appropriate to impose an impact fee, the Manual provides that the fee "will be estimated according to the estimated impact on the District's systems projected by Division of Drinking Water Rules, combined with the Peak Day Source Demand value used for planning purposes by the District." Manual, at 10. The Manual does not (and cannot) provide for considerations outside of the impact on the District's system.

EVO's application requested eleven ERUs in exchange for five WCIC shares. Application, at 2. As articulated in the Application, that calculation is entirely consistent with the conversion rate established in the Manual (2.2 ERUs per WCIC share). But the Denial imposes additional conditions on EVO, and those conditions are inconsistent with the District's policy. The Manual provides that the District may consider other factors when determining the appropriate conditions and impact fees to grant a feasibility letter. Those factors are limited to the impact on the District's system from the water it will provide under an application. At least two of the District's conditions exceed the bounds of those factors.

First, the District demanded that "EVO dismisses both Civil No. 250903485 and Civil No. 240907839." Denial at 2. Civil No. 250903485 challenges, among other things, the District's unlawful exaction of WCIC shares for two developments. And Civil No. 240907839 is a forfeiture case against three of the District's water rights. Dismissal of these cases—which the District acknowledges seek \$54.5 Million in damages from the District—is unrelated to and has no bearing on the impact that the District's system may incur based on the Application. It was, therefore,

² EVO currently has a pending proceeding before the 2nd District Court challenging whether the District can legally require EVO to "bring water," but EVO submitted its Application for a feasibility letter that brings water, as required by the District, to allow for land use approvals while the court proceeding is pending. Despite providing everything required under the District's policy, the District still effectively denied the Application's requested feasibility letter by attempting to "condition" the issuance on requirements that were blatantly illegal and unconstitutional, as noted below.

inappropriate to impose that condition, and the Board should vacate the Denial or remove this improper condition.

Second, the District demanded that EVO reimburse the District's attorney fees and costs related to the cases and other disputes, which currently total \$148,473. Again, these costs and fees have no bearing on the impact of the Application on the District's system. While fees and costs may have a general impact on the District's finances, these fees and costs are not directly related to the Application and the District cannot impose payment of them as a condition of approval.

We also note that the attorney fees condition is a violation of the Impact Fees Act, Utah Code § 11-36a-101 *et seq.*, and, consequently, CLUDMA. See Utah Code § 17-27a-104(2) (requiring compliance with all applicable state laws when imposing conditions on land use applicant). Under the Impact Fees Act, the District cannot impose an impact fee to "impose or charge any other fees as a condition of development approval unless those fees are a reasonable charge for the service provided." *Id.* § 11-36a-202(1)(c). The District seeks to recover attorney fees for cases unrelated to this Application, including a forfeiture case and disputes over an unrelated agreement. See Denial Letter, at 2. This condition is unreasonable because the costs incurred are independent from providing the requested service in the Application. The condition is, accordingly, a violation of the Impact Fees Act and CLUDMA.³

CONCLUSION

The Board need not delve into any technical or water-specific issue. Rather, the Board's role in this appeal is simply to review the conditions in the Denial to determine if they are consistent with applicable law, which they are not. Because the conditions of the Denial are clearly contradictory to the District's own policy as outlined in the Manual, the District applied or interpreted the County's Land Use Code erroneously. Therefore, EVO respectfully requests that the Board reverse the Denial and order the District to grant the Application.

DATED this 8th day of September 2025.

BRUCE R. BAIRD PLLC



Bruce R. Baird
*Attorney for Eden Valley Opportunity, LLC
and The Bridges Holding Company*

PARR BROWN GEE & LOVELESS

/s/ Rachel Lassig Wertheimer

Rachel Lassig Wertheimer
rwertheimer@parrbrown.com
*Attorney for Eden Valley Opportunity, LLC
and The Bridges Holding Company*

³ The Denial may violate CLUDMA and other applicable law in other ways, and EVO reserves the right to so argue in connection with this appeal or any legal proceeding.

ENCLOSURE 1

August 1, 2025

Wolf Creek Water and Sewer Improvement District
c/o David C. Wright
MABEY WRIGHT & JAMES, PLLC
175 South Main, Suite 1330
Salt Lake City Utah 84111

Via Email (dwright@mwjlaw.com)

Wolf Creek Water and Sewer Improvement District
c/o Jonathan R. Schutz
Cohne Kinghorn
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111

Via Email (jchutz@ck.law)

Re: Application for Will-Serve Letter – Dedication of WCIC Shares under Protest

Dear David and Jonathan,

The Bridges Holding Company, with its affiliate Eden Valley Opportunity, LLC (collectively, “EVO”), is developing a multi-phase, residential development called The Bridges. Subdivision approval for phases of The Bridges by Weber County is contingent on proof of available water service through submission of a “will-serve letter” from Wolf Creek Water and Sewer Improvement District (the “District”). Weber County Code § 106-1-4(b)(4). EVO hereby requests a will-serve letter providing for eleven (11) culinary and secondary connections in The Bridges. This letter is related to EVO’s June 12, 2025 letter and my July 9, 2025 letter, but it presents a distinct application for water connections—EVO revokes by this letter the proposal outlined in those previous letters. Instead, EVO hereby tenders dedication of five shares of stock in Wolf Creek Irrigation Company (“WCIC”) under protest in exchange for water connections.¹

EVO is compelled to dedicate the WCIC shares to the District involuntarily and under protest because the District has informed EVO that absent dedication of the shares or some other means to “bring water,” the District will not issue a will-serve letter, and a subdivision application to Weber County cannot be processed without such a will-serve letter. Weber County Code § 106-1-4(b)(4). EVO is tendering its dedication of the WCIC shares under protest because, EVO believes the water dedication required by the District is not roughly proportional to the impacts of EVO’s project and is therefore an illegal exaction under the Utah and United States Constitutions. EVO also believes that the required dedication violates Utah Code section 17B-1-120(2)(b). The

¹ In tendering dedication of the WCIC shares “under protest,” EVO is not suggesting, and does not believe, that the water dedication requirement falls within the parameters of Utah Code § 59-1-301. Rather, EVO’s intent is to dedicate the WCIC shares without prejudice to its right to challenge the quantification of the WCIC shares and the propriety of WCWSID’s dedication requirement through any legal avenue available to EVO, including recouping any damages based on the dedication requirement.

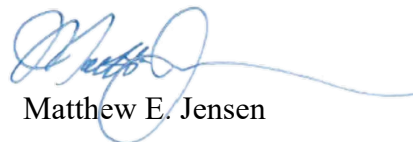
basis of EVO's objection is more fully explained in letters from my colleague John Hafen to you dated February 3, 2025 and April 17, 2025.

In your (David's) July 10, 2025 email, you state the reason for the District's declining the previous proposed dedication was, "We think your math is wrong." Although the District's preferred calculation was not articulated in its response, the District has stated previously that WCIC shares "are equivalent at a rate of 2.2 Equivalent Residential Units per WCIC share (as of 2023)." WCWSID Strategic Plan, Rate Schedule, and Policies, Procedures, & Regulations, at 10 (Revised February 22, 2024). This valuation is based exclusively on the avoided mitigation to WCIC that may consequently be diverted from the Warm Springs Well for culinary purposes. *See* WCWSID's Culinary Water Impact Facilities Plan at 17. We explained the errors in that calculation in our February 3rd letter, but our dedication under protest accepts as correct this calculation to facilitate additional connections at The Bridges while the court adjudicates EVO's and the District's positions.

Accordingly, EVO hereby tenders under protest dedication of 5 WCIC shares in exchange for a will-serve letter confirming culinary and secondary water service to eleven (11) additional ERUs within The Bridges.² Please let me know how you'd like us to deliver these shares to the District. EVO's damages increase every day the District withholds will-serve letters, so please encourage the District to promptly act on this application.

Please contact me with any questions or comments.

PARR BROWN GEE & LOVELESS



Matthew E. Jensen

cc: Eden Valley Opportunity, LLC

² Five (5) WCIC shares * 2.2 ERUs/share = 11 ERUs.

ENCLOSURE 2

August 22, 2025

By email to mjensen@parrbrown.com

Matthew E. Jensen
Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, UT 84111

Re: August 1, 2025 Letter regarding WCIC share dedication under protest

Matt,

This letter responds to your August 1, 2025 letter, in which your clients (collectively “EVO,” and including Eden Crossing PWC, LLC) propose to dedicate 5 Wolf Creek Irrigation Company (WCIC) shares to District in exchange for will-serve letters for culinary and water service for 11 ERCs in the Bridges.¹ The requested calculation is 2.2 ERCs per WCIC share dedicated. Your request emphasizes EVO seeks to dedicate the shares involuntarily and under protest and they believe the dedication constitutes an illegal exaction by District.

District is under no obligation to accept EVO’s requested dedication. EVO is not compelled to obtain or entitled to receive culinary or secondary water service from District. They always have been and remain free to seek water from other providers or their own sources. They also remain free to follow the ESSA regarding water service from the District.

The District’s policy has been and is to issue Can and Will Serve letters for new development units when acceptable water resources are brought to the District (e.g., WCIC shares). However, given that one of EVO’s two lawsuits against District argues the dedication you now request is illegal², seeks \$54.5 Million from District based on prior similar dedications, and seeks to rescind prior voluntary development agreements between EVO and District, you and EVO, I’m sure, can imagine why District is reluctant to accept EVO’s dedication application. Especially because you indicate in your letter this request will be added to damage claims in EVO’s exaction lawsuit. You’re asking District to agree to further litigation.

Nevertheless, District is willing to continue working with Developers, as it has in the past—for example, the Eden Sewer Service Area Agreement. District will approve your dedication request subject to the following conditions:

1. EVO transfers 4.79 WCIC shares. The shares will be allocated as follows:

¹ At the District’s August 14, 2025 meeting, EVO representatives demanded a response to your August 1, letter. EVO representatives accused the District of ignoring EVO’s requested dedication. Any delay rests solely with me.

² *Wolf Creek Resort Holdings, et al. v. Wolf Creek Water and Sewer Improvement District, et al.*, Civil No. 250903485.

Matthew E. Jensen
Proposed WCIC Share Dedication
August 22, 2025
Page 2

- a. 0.25 shares will fulfill John Lewis' outstanding obligation "IOU" to District.
 - b. 4.54 shares will be exchanged for District can and will serve letters for 10 ERCs.
 - c. 0.21 shares will be retained by EVO.
2. EVO signs District's development agreement, including payment of District's applicable impact fees.
 3. EVO's dedication has no precedent for EVO or District. Neither EVO, nor District may cite this dedication as precedent or evidence in Civil No. 250903485, or any other further or future litigation between EVO, its principals or subsidiaries and District, its officials or its staff.
 4. EVO's requested dedication is a voluntary transaction and is not under protest.
 5. EVO will not challenge this dedication or the associated development agreement on any grounds.
 6. EVO dismisses both Civil No. 250903485 and Civil No. 240907839.
 7. EVO immediately reimburses District the amount spent on behalf of its customers since Jan 10, 2025 in dealings with EVO/Eden Crossing's arguments over the ESSA and Civil Nos. 250903485 and 240907839. This amount is \$148,473. You will note this period does not include the previous issues over the land for the Reuse Pond under the ESSA.
 8. These conditions apply to EVO and all affiliated entities or individuals.

Please let me or District know if EVO accepts this offer within 10 business days of the date of this letter, after which we assume this offer is rejected. We believe it would be far more valuable to find technical and engineering solutions to problems rather than continuing the current legal trajectory.

Sincerely,

COHNE KINGHORN, P.C.



Jonathan R. Schutz

ENCLOSURE 3



Strategic Plan, Rate Schedule and Policies, Procedures & Regulations Manual

Effective January 1, 2011
Revised February 22, 2024

STRATEGIC FUTURE PLAN FOR WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT (“Plan”)

1. OPERATIONAL POLICY

Wolf Creek Water and Sewer Improvement District (“District”) is not required to provide any service beyond our existing District boundaries. The Board of Trustees of the District (“Board”) will consider expanding the Districts services beyond its existing boundaries on a case by case basis upon written request from a developer. The basis for consideration by the Board to accommodate future customers will be for all associated costs, including all engineering, water source and water rights, that will be transfer to the District, to be fully borne by the developer/new customer.

It is anticipated that prior to any future expansion of services beyond the current District responsibility, there will be an understanding/agreement between the District and Weber County, and State of Utah, regarding the process of such expansion.

2. SERVICE AREA BOUNDARIES

Identify service areas for water, sewer and secondary water with appropriate mapping.

Note: This activity was reported as completed by Wolf Creek Properties (“WCP”) on July 14, 2011. Subsequent service boundary changes will be made by amendment to the Plan as approved by the Board.

3. OPERATIONAL PROTOCOL

Identify existing operations procedures; update and assure their completeness for such things as request for service, pipeline installation procedure, materials allowed, standardization of equipment etc.

Note: This activity was reported as completed by WCP on July 14, 2011. Subsequent operational protocol will be changed by amendment to this Plan as approved by the Board.

4. STAFF

Determine personnel required to support operations of the District including in-house and outside service requirements. Consider positions such as General Manager, Administration (Accounting), Maintenance/Operations and Engineering.

5. MASTER PLANS

Develop master water and sewer plans including mapping, main-line corridors, pump stations, groundwater well source / location etc. (“Master Plan”).

Correlate the Districts Master Plan with master plans of Weber County and the State of Utah.

6. INFRASTRUCTURE EXPANSION

Identify probable time frames for utility expansion along with estimated design and installation costs.

Develop a new drinking water well.

7. SERVICE AREA EXPANSION

In accordance with Paragraph 1 above;

- A. Identify potential/real sources of water needed to meet population growth.
- B. Identify required infrastructure upgrades.
- C. Prepare an agreement that can be given to any developer listing all District requirements to use our services and/or facilities.
- D. Develop estimated projected 3 year, 5 year and 10 year financial requirements.

8. BUDGETING

Prepare a 3 year, 5 year and 10 year budget including staffing projections. Prepare a time-line of expected and unplanned infrastructure repairs and replacement.

Review/update user rate structure for existing and potential expansion customers.

Consider assessing a property tax with accompanying decrease in current user fees to District customers.

9. FINANCING

The Board will periodically review the current loan financing arrangements and consider options regarding the most cost effective way to finance our debts.

10. COMMUNICATIONS

Create a public communications program to keep existing and potential users informed and aware of the District’s status and progress including a website, news release, mailers etc.

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WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT

RATE SCHEDULE AND APPLICABILITY

Wolf Creek Water and Sewer Improvement District is a public utility that provides sewer, culinary and secondary water service to properties within the district boundaries. The district rates are regulated by a Board of Trustees that report to the State of Utah.

All charges will be billed to the recorded owner of the property. All property owners will be required to sign a Service Agreement, obtainable at the Wolf Creek Water and Sewer Improvement District office located at 3632 N. Wolf Creek Dr. If an owner chooses to rent his property, the renter will also be required to sign a Service Agreement. If, however, the renter does not pay the total amount due, the recorded owner of the property will be responsible for the charges.

The following rates are applicable to Single Dwelling Units, Multi-Family Units, for Commercial purposed as a single business connection and all recorded empty lots.

CULINARY WATER RATES:

Base charge per month, including the first 8,000 gallons: \$38.00

Usage rates per month:	Regular Rates:	Drought Shortage Rates:
a. 8,001 gallons to 16,000 gals:	\$3.50 per 1,000 gals;	\$3.50 per 1,000 gals
b. 16,001 gallons to 24,000 gals:	\$5.00 per 1,000 gals;	\$10.00 per 1,000 gals
c. 24,001 gallons to 32,000 gals:	\$6.00 per 1,000 gals;	\$15.00 per 1,000 gals
d. 32,001 gallons to 40,000 gals:	\$7.00 per 1,000 gals;	\$20.00 per 1,000 gals
e. 40,001 gallons to 48,000 gals:	\$8.00 per 1,000 gals;	\$25.00 per 1,000 gals
f. 48,001 gallons to 56,000 gals:	\$12.00 per 1,000 gals;	\$30.00 per 1,000 gals
g. 56,001 gallons to 64,000 gals:	\$17.00 per 1,000 gals;	\$50.00 per 1,000 gals
h. Over 64,0001 gallons:	\$22.00 per 1,000 gals;	\$50.00 per 1,000 gals
i. Stand-by fee:	\$14.00 per month	
j. Connection fee:	\$1,100.00	
k. Impact Fee:	\$10,506.00	

Meters are read at the end of each month.

Stand-by fees are charged on all recorded lots. Wolf Creek Water & Sewer Improvement District is required by the State of Utah, to have water available for all properties whether it is in use or not. This fee helps maintain the infrastructure and the purchase of water rights to keep the water available for use.

All impact fees are charged to cover the costs for source, storage and distribution of water and connection fees are charged to cover the fixed costs of the installation of the meter to the property. **On individual lots all Water, Sewer and Irrigation fees are to be paid when building begins, prior to the Can and Will Serve Notice being released.**

For new developments inside the District boundaries, Developer shall bring water shares, source or storage, enough to facilitate the needs for the new development. The appropriate amount needed will be determined by the Board and will be defined in a Development Agreement between each Developer and the District. The same shall apply to any lands to be annexed into the water or sewer service boundary of the District.

Connection Fees will be paid at the time the Building Permit is obtained at Weber County and **100% of the Impact Fee will be due at the time the Can and Will Serve Letter is issued at the current rate.** A lien or encumbrance will be filed against each lot at the current rate and will change if the rates change. The lien will continue to accrue interest in the amount of 1.5% per month (18% per year). This will be stipulated in the conditions of sale in the closing documents.

IRRIGATION WATER RATES:

(Irrigation water is provided for all exterior landscaping)

Base charge per month, including the first 10,000 gallons: \$20.00

Multi-Family \$15.00 Base only get 3000 gallons

Usage rates per month:	Regular Rates:	Drought Shortage Rates:	Emergency Rates:
a. 10,001 to 20,000 gals:	\$1.50 per 1,000 gals;	\$1.75 per 1,000 gals;	\$1.75 per 1,000 gals
b. 20,001 to 30,000 gals:	\$3.00 per 1,000 gals;	\$4.00 per 1,000 gals;	\$5.00 per 1,000 gals
c. 30,001 to 40,000 gals:	\$3.00 per 1,000 gals;	\$5.00 per 1,000 gals;	\$6.00 per 1,000 gals
d. 40,001 to 50,000 gals:	\$6.00 per 1,000 gals;	\$8.00 per 1,000 gals;	\$10.00 per 1,000 gals
e. 50,001 to 60,000 gals:	\$6.00 per 1,000 gals;	\$10.00 per 1,000 gals;	\$12.00 per 1,000 gals
f. 60,001 to 70,000 gals:	\$10.00 per 1,000 gals;	\$15.00 per 1,000 gals;	\$17.00 per 1,000 gals
g. 70,001 to 80,000 gals:	\$10.00 per 1,000 gals;	\$18.00 per 1,000 gals;	\$22.00 per 1,000 gals
h. 80,001 to 100,000 gals;	\$15.00 per 1,000 gals;	\$30.00 per 1,000 gals;	\$40.00 per 1,000 gals
i. 100,001 to 120,000 gals:	\$20.00 per 1,000 gals;	\$40.00 per 1,000 gals;	\$50.00 per 1,000 gals
j. Over 120,000 is	\$25.00 per 1,000 gals;	\$50.00 per 1,000 gals;	\$60.00 per 1,000 gals
k. Stand-by fee:	\$10.00 per month		
l. Connection fee:	\$1,017.00		Single Family 1" Meter
m. Impact fee:	\$20,802.00		
n. Connection fee:	\$4,888.00		Multi-Family for 4 unit bldg. (Depending on the Number of Units and Meter size)
o. Impact fee:	\$7,489.00		

Meters are read during the summer month (May through October), the secondary lines are drained and shut off during the winter months. The base rate will be charged during the winter to help purchase the water rights necessary to service the district and to spread the costs over the entire year.

Stand-by fees are charged on all recorded lots. Wolf Creek Water & Sewer Improvement District is required by Weber County and the State of Utah, to have water available for all properties whether it is in use or not. The stand-by fee helps maintain the infrastructure and pays for water rights to keep the water available for use.

All impact fees are charged to cover the costs for source, storage and distribution of water and connection fees are charged to cover the fixed costs of the installation of the meter to the property. **On individual lots all Water, Sewer and Irrigation fees are to be paid when building begins, prior to the Can and Will Serve Notice being released.**

For new developments inside the District boundaries, Developer shall bring water shares, source or storage, enough to facilitate the needs for the new development. The appropriate amount needed will be determined by the Board and will be defined in a Development Agreement between each Developer and the District. The same shall apply to any lands to be annexed into the water or sewer service boundary of the District. Connection Fees will be paid at the time the Building Permit is obtained at Weber County and **100% of the Impact Fee will be due at the time the Can and Will Serve Letter is issued at the current rate.** A lien

or encumbrance will be filed against each lot at the current rate and will change if the rates change. The lien will continue to accrue interest in the amount of 1.5% per month (18% per year). This will be stipulated in the conditions of sale in the closing documents.

SEWER RATES:

RESIDENTIAL:

- a. Monthly Service fee: \$55.00
- b. Stand-by fee: \$15.00 per month
- c. Connection fee: \$915.00
- d. Impact fee: \$4,613.00

COMMERCIAL:

Base charge per month, including the first 8,000 gallons of culinary water: \$55.00

Usage rates per month:

- a. 8,001 to 16,000 gallons: \$110.00
- b. 16,001 to 24,000 gallons: \$165.00
- c. 24,001 to 32,000 gallons: \$220.00
- d. 32,001 to 40,000 gallons: \$275.00
- e. 40,001 to 48,000 gallons: \$330.00
- 48,001 to 56,000 gallons: \$385.00
- 56,001 to 64,000 gallons: \$440.00
- 64,001 to 72,000 gallons: \$495.00
- 72,001 to 80,000 gallons: \$550.00

It continues to increase \$55.00 per 8,000 gallons used

The monthly residential service fee is a flat rate charged for the operations and maintenance of the Membrane Bioreactor Sewer Facility (MBR Facility), and to maintain sewer lines and lift stations.

Stand-by fees are charged on all recorded lots. Wolf Creek Water & Sewer Improvement District is required Weber County and by the State of Utah, to have sewer services available for all properties whether it is used or not. The stand-by fee helps maintain the infrastructure and pay off the loan for the MBR facility.

All impact fees are charged to cover the costs for source, storage and distribution of the sewage and connection fees are charged to cover the fixed costs of maintenance and repairs to the lines to the property.

On individual lots all Water, Sewer and Irrigation fees are to be paid when building begins, prior to the Can and Will Serve Notice being released.

For new developments inside the District boundaries, Developer shall bring water shares, source or storage, enough to facilitate the needs for the new development. The appropriate amount needed will be determined by the Board and will be defined in a Development Agreement between each Developer and the District. The same shall apply to any lands to be annexed into the water or sewer service boundary of the District. Connection Fees will be paid at the time the Building Permit is obtained at Weber County and **100% of the Impact Fee will be due at the time the Can and Will Serve Letter are issued at the current rate.** A lien or encumbrance will be filed against each lot at the current rate and will change if the rates change. The lien will continue to accrue interest in the amount of 1.5% per month (18% per year). This will be stipulated in the conditions of sale in the closing documents.

OTHER FEES:

- a. Customer Account Set-Up Fee: \$15.00
- b. Return Check Fee of \$35.00 for every time a check is returned.
- c. Merchant Handlers Fee of 3.00 % to process a credit card payment and \$1.10 to process checks.
- d. Stop Payment Fee of \$35.00 if we have to re-issue a check that has been lost or otherwise not depositable.
- e. Reconnection fee after disconnection of \$100.00 will be charged. The water will not be turned back on until the account is paid in full.
- f. If extenuating circumstances exist and additional man and equipment power is needed to disconnect service, the additional charges will be billed to the customer.
- g. The customer is responsible to keep the meter box accessible for the District. If the meter box is buried for any reason, a notice will be issued giving fourteen days to rectify the matter. If the problem still exists after the fourteenth day, a \$100.00 fine will be imposed and the District will uncover the meter box, any man or equipment power that is needed to uncover the meter box will be billed to the customer.
- h. Meter tested on customer request within 12 months of last test: \$40.00
- i. Late Fees are 1.5% per month 18% per annum to all delinquent accounts including Stand-By Fees. These charges are to be paid in full with the next payment.
- j. Stand-By Fees will be charged if services are disconnected either for non-payment or at request of the customer.
- k. A \$1,000.00 fine will be imposed if a home is found to be illegally connected to the Sewer System with sump pumps or by any other means. A \$200.00 fine will be imposed each day after notification has been given until rectified. If a homeowner reports to the District that his home may have an illegal connection, no penalty will be imposed if the connection is dealt with in a timely manner. (Utah Code 17B-1-905 Right of entry on premises of water user. Authorizes a person authorized by a local district that provides a service from a water system or sewer system may enter upon a premise furnished with or provided that water service or sewer service to: examine an apparatus related to or used by the water system or sewer system; examine the amount of water used or wastewater discharged by the water system or sewer system and the manner of use or discharge; or make a necessary shutoff for vacancy, delinquency, or a violation of the local district rule or regulation relating to the water service or sewer service).
- l. A \$1,000.00 fine will be imposed to those found to be illegally connecting to or by-passing the culinary water and secondary water meters. A \$200.00 fine will be imposed each day after notification has been given until rectified. (Utah Code 17B-1-905 Right of entry on premises of water user. Authorizes a person authorized by a local district that provides a service from a water system or sewer system may enter upon a premise furnished with or provided that water service or sewer service to: examine an apparatus related to or used by the water system or sewer system; examine the amount of water used or wastewater discharged by the water system or sewer system and the manner of use or discharge; or make a necessary shutoff for vacancy, delinquency, or a violation of the local district rule or regulation relating to the water service or sewer service).
- m. If the District is approach by a developer or other companies to connect to a fire hydrant to use water for items such as hydro seeding or other usage where a permanent meter has not been installed. A \$100.00 service fee will be charged to cover the time to install and oversee a temporary hydrant meter and \$10.00 per 1000 gallons used be charged.
- n. Fees for testing and inspections on grease traps for grease oil are: Inspection Fee \$100.00 and Testing Fee \$80.00. Fees for testing and inspection for sand and solids are: Inspection Fee \$100.00 and Testing Fee \$45.00.
- o. If the District is called to inspect a new water or sewer line more than twice an additional inspection fee will be assessed of \$250.00 per additional visit.

- p. When water restrictions are in place a verbal and written warning will be given to violators and a fine of \$100.00 will be issued 10 days after the written warning if the situation has not be rectified. If the problem still exists the water will be shut off for the remainder of the season.

All Rates, Fees, Penalties and other charges incidental to the connection to or services provided by the Wolf Creek Water & Sewer Improvement District may be changed from time to time by Resolution enacted by the Board of Trustees after a public hearing is held. Rates for services furnished shall be uniform with respect to each class or classes of service established or that may hereafter be established.

WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT

Wolf Creek Water and Sewer Improvement District (“District”) was created by Weber County as required by the Division of Water Quality for the State of Utah, to administer the operation and maintenance of the water and sewer systems for the Wolf Creek District. Currently the Board of Trustees consists of five elected members that serve a four year term. Positions are selected by vote by the Board of Trustees.

Board of Equalization, Rates, and Rebates

The Board of Trustees is hereby constituted a Board of Equalization of Water Rates to hear complaints and make corrections of any assessments deemed to be illegal, unequal, or unjust. They may or may not, as they see fit, rebate any part of the water bill upon a request for adjustment.

Applications to Connect to and Use of Infrastructure

Individuals, Commercial Companies or Developers preparing to build a structure within the district boundaries must complete an Application for Water and Sewer Connection and Impact Fee and pay the appropriate fees. Weber County will require an individual, commercial company or developer to provide a letter from the District that we “Can and Will Service” this structure or area, prior to issuing a building permit. This form can be obtained at the District Office located at 3632 N. Wolf Creek Dr. Eden, UT 84310. It shall be unlawful for any person to lay, repair, alter or connect to any culinary, secondary or sewer line without first having received a construction permit from Weber County and authorization by the District.

Permission to connect with the District water and sewer systems shall not be given unless the plumbing in the house or building to be connected meets the provision of the Building and Plumbing Codes of the State of Utah. All new water and sewer lines require an inspection, to insure proper installation prior to connecting to the system. If the District is called to inspect a new water or sewer line more than twice an additional inspection fee will be assessed of \$250.00 per additional visit.

A Service Agreement is required by all individuals or commercial companies living, doing business or owning a lot within the district boundaries. This form is an agreement to pay the assessments, fees and fines and any other charges that the district applies to the account. Failure to sign the agreement does not release the owner from his obligation to pay the balance in full. If an owner chooses to rent his property, the renter will also be required to sign a Service Agreement. If however, the renter does not pay the total amount due, the recorded owner of the property will be responsible for the charges. This service agreement can be obtained at the District Office located at 3632 N. Wolf Creek Dr. Eden, UT 84310.

Separate Connections

It shall be unlawful for two or more families or service users to be supplied from the same service pipe, connection or water meter unless special permission for such combination usage has been granted by the District and the premises served are owned by the same owner. In all such cases, a failure on the part of any one of the users to comply with this section shall warrant a withholding of a supply of water and sewer through the service connections until compliance or payment has been made, and in any event, the property owner shall be primarily liable to the District for all water and sewer services utilized on all such premises. Nothing herein shall be deemed to preclude the power of the District to require separate pipes, connections, or meters at a subsequent time.

Stand-By Fees

All lot owners in the area served by the Wolf Creek Water and Sewer Improvement District has available a pipe line that will provide drinking water at such time as it will be needed. Most of the lots have a sewers

system to which connection for the removal of wastewater from a house when it is constructed and a secondary water system for landscape irrigation needs.

Wolf Creek Water and Sewer Improvement District is a body politic and public utility under the direction of the State of Utah. On January 27, 2004, upon the recommendation of the Division of Public Utilities of the State of Utah, a new rate called a STAND-BY FEE was implemented into our rate schedule. A \$14.00 per month for any lot having drinking water available but is not connected to the culinary system, a STAND-BY FEE of \$10.00 per month for any lot having irrigation service available but is not connected to the irrigation system and a STAND-BY FEE of \$15.00 per month for any lot having the sewer service available for connection but is not connected to the sewer system.

Wolf Creek Water and Sewer Improvement District is required by the State of Utah and Weber County to have the infrastructure, the water rights and the water source for every lot in our service area even if there is no residence/house built on the lot. We have built water storage tanks, installed pipelines and pumps, purchased and continue to lease water rights and have developed water sources to provide water to all approved lots in our service area. We are required to pay thousands of dollars each year to retain these rights and our costs to maintain and operate these systems go on whether or not all potential subscribers have connected to our lines.

We have a state of the art wastewater treatment facility, which we must maintain and operate and which must be ready to receive wastewater from your property when you are ready to connect to the system.

Use Without Payment Prohibited

It shall be unlawful for any person by himself, family, servants, or agents to utilize the water or sewer system without paying therefore, as herein provided or, without authority, to open any fire hydrant, stopcock, valve, or other fixtures attached to the system of water supply or sewer lines unless it is done pursuant to proper application, agreement or Resolution. It shall be unlawful to injure, deface, or impair any part or appurtenance of the water or sewer system, or to cast anything into any reservoir or tank belonging to the water system.

Discontinuance of Service

If a customer is moving and desires to discontinue service, they shall notify the District in writing of such fact at least ten days before the date when such service shall be discontinued. On giving such written notice, the customer shall not be responsible for water and sewer bills incurred after the date specified in the notice. The new recorded owner of the premises will be charged a \$15.00 accounts set-up fee and will be billed all future billings.

If a renter moves out and has paid all monthly assessments, the monthly billings will revert to the owner of the property. If however, the renter does not pay the total amount due, the recorded owner of the property will be responsible for the charges. The District will make every effort to collect the debt prior to the renter moving out, but ultimately the owner of the premises will bear the responsibility for payment. If the owner refuses to pay, the water will be disconnected and a \$100.00 reconnect fee will be charged, and stand-by fees will be charged. If the water is disconnected, it will only be reconnected after payment is received in full and during normal business hours Monday through Friday.

Late Fees are 1.5% per month or 18% per annum to all delinquent accounts including Stand-By Fees.

If a customer is going to be away from the premises for an extended length of time, they may submit a request in writing to have the water turned off. They will be required to pay the \$100.00 reconnect fee, and stand-by fees will be charged.

At no time will there be nothing charged to an existing home or an empty lot. If regular service fees are not charged, stand-by fees will apply.

Delinquency – Discontinuance of Service

The District shall furnish to each user, by mail, a written or printed statement stating thereon the amount of water service assessed against said user once each month or at such other regular interval as the Board of Trustees shall direct.

The statement shall specify the amount of the bill for the water and sewer service, the place of payment and date due. If any person fails to pay the water and sewer charges within 40 days of the date due, the District shall give the customer notice in writing a reminder of the payment. If any person fails to pay the water and sewer charges within 50 days of the due date, the District shall give the customer notice of intent to discontinue the service to the customer unless the customer pays the bill in full within 10 days from the date of notice. If payment in full is not received the water will be disconnected. If the water is disconnected, it will only be reconnected after payment is received in full and during normal business hours Monday through Friday.

Late Fees are 1.5% per month or 18% per annum to all delinquent accounts including Stand-By Fees.

If the water service is thereafter discontinued for failure to make payment, a reconnect fee of \$100.00 will be added to the delinquent balance due. If the water is disconnected, it will only be reconnected after payment is received in full and during normal business hours Monday through Friday. If extenuating circumstances exist and additional man and equipment power is needed to disconnect service, the additional charges will be billed to the customer. Before the water and sewer service to the premises shall again be provided, all delinquent water and sewer charges must have been paid to the District or arrangements made for their payment in a manner satisfactory to the District. The District has the right to refer the balance due to the Weber County Tax Assessor. The balance will be assessed as Direct Charges on the property tax. Furthermore, in addition to such payments and penalties, a delinquent customer may be required to file a new application and make a three month base services deposit to be held until the District deems the customer has shown that he is responsible and can make payments in a timely manner. At that time the deposit will be applied to the customer account. No refund will be issued. The Budget Officer is hereby authorized and empowered to enforce the payment of all delinquent water and sewer charges by any action at law in the name of the District.

If the Stand-By Fees on an empty lot are not kept current, a reminder letter is sent 45 days of the date due. The District has the right to refer the balance due to the Weber County Tax Assessor. The balance will be assessed as Direct Charges on the property tax. The District has the right to refer the violator to the Legal Counsel, and may recover reasonable attorney's fees, court costs and other expenses of litigation by appropriate legal action against the person found to have violated any provision herein, or any other rules, regulations, permits, or agreement issued herein. Such other action as appropriate for legal and/or equitable relief may also be sought by the District. A petition for injunctive relief need not be filed as prerequisite to taking any other action against the user.

Turning on Water after Being Turned off Prohibited

It shall be unlawful for any person, after the water has been turned off from the premises for nonpayment of water charges or other violation of the ordinances, rules regulations, or resolutions pertaining to the water supply, to turn on or allow the water to be turned on or used without authority from the District. A \$500.00 fine will be imposed to those found to be illegally by-passing the water and secondary meters. A \$100.00

fine will be imposed each day after notification has been given until rectified, and water will be locked off for any person violating this provision.

Unauthorized Users

It shall be unlawful for any water and sewer service user to permit any person from other premises or any unauthorized person to use or obtain water and sewer services regularly from his premises or water facilities, either outside or inside his premises.

Short Term Rentals

All homes, and condominiums, offering Short Term Rental shall comply with the Weber County Code Section 108-11-Short Term Rentals. Individuals will need to obtain a Will Serve Letter from the District to take to Weber County and acquire a Short Term Rental License.

If a home or condominium within our District, is offering Short Term Rental, the District considers this unit as operating as a business and will be billed Culinary Water Commercial Rates and Sewer Commercial Rates.

This Short Term Rental commitment applies to a single address only, during ownership by the current owner, and is non-transferable.

In accordance with Weber County Code Sec 108-11-8 (c) (1) Occupancy Limits, the maximum occupancy for a short-term rental property shall be no more than two people per bedroom, plus four people, for up to a maximum of 10 people per short-term rental, and is subject to the following:

- a. A property's maximum occupancy may be reduced due to the property's unique characteristics, including, but not limited to, parking constraints or septic/sewer system capacity; and
- b. A greater maximum occupancy may be approved following additional review and approval of applicable reviewing agencies and the provision of additional components that would otherwise limit capacity including, but not limited to, fire suppression systems, parking capacity, culinary water rights, and the number of available sleeping rooms.

Residential culinary, secondary, and sewer services shall already be active at the address, prior to the request for a Short Term Rental Will Sewer Letter. The District notes that Short Term Rental is prohibited for buildings that have not received a certificate of occupancy or are Auxiliary Dwelling Units (ADU) Ref Code Sec 108-11-3.

Water and sewer services will be provided in accordance with applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and standards.

Culinary water, Secondary water, and Sewer services to an address for Short Term Rental purposes are subject to and contingent upon the following:

1. Commercial rates for culinary water and sewer will apply to the address because the home is operating as a business.
2. Compliance with the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies and procedures may change from time to time. This includes Landscape & Conservation Requirements.
3. Natural fluctuations in water supplies, scheduled maintenance and construction, power failures, natural disasters, and unforeseen circumstances.
4. Subsequent decisions and regulations by local government, the Utah State Engineer, Utah Division of Water Resources, the United States Department of the Interior, or any other applicable governmental agency.

5. Payment of hook-up costs and standard billings for service. Failure to pay these costs and billings will result in temporary suspension and/or permanent cessation of service.
6. The property shall maintain a current Short Term Rental License as required by Weber County or another government agency. Failure to do so, or loss of license due to non-compliance with County or District requirements may result in revocation of the Will Serve letter for Short Term Rental Operations, and a need to reapply to the District or County.

Detached Accessory Dwelling Units and Other Structures

Detached Accessory Dwelling Units must adhere to Weber County code Sec 108-19 and all applicable zoning standards, and obtain a Can and Will Serve letter from the District. Structures intended for occupancy must be in compliance with Weber County Building Code and Fire code, as required by Weber County Building Department.

Additional Structures (such as accessory dwellings as external additions to the main dwelling; lofts above barns or garages) or other structures receiving water and/or sewer service shall similarly apply for and receive a Weber County building permit, approved through the Weber County Building Department, and obtain a Can and Will Serve letter from the District. If an accessory dwelling unit is rented, a business license is required from Weber County.

All accessory and additional structures shall be considered on a case-by case basis for culinary water, secondary water, and sewer connections as applicable. Issue of a Can and Will Serve letter for accessory dwelling units and structures being used for a business or commercial purpose, specifically including short and long-term rental, are subject to availability of system capacity and compliance with District's policies and procedures.

Water and Sewer rates for the detached accessory dwelling or other structure will be under the commercial pricing tariff if used for rentals.

A detached accessory dwelling unit, or other structure with water and sewer service, is required to have its own water meter. The owner of the accessory dwelling unit or other structure will be responsible for all costs of the new connections, including piping, impact fees and connection fees.

All water and sewer lines need to be inspected at time of connection by the Wolf Creek Water & Sewer Improvement District representative. The meter(s) will be installed by the Wolf Creek Water and Sewer Improvement District.

Additional Connection and Impact fees are required for all detached accessory dwelling units and other structures approved through Weber County and Wolf Creek Water & Sewer Improvement District. Similarly, the requirement for a developer to "bring water" to satisfy the demand of the new development shall be applicable. Usually, this is achieved by transfer of a Wolf Creek Irrigation Company (WCIC) shares, which are equivalent at a rate of 2.2 Equivalent Residential Units per WCIC share (as of 2023).

The impact and connection fees for culinary, secondary, and sewage will be calculated on a case-by-case basis by the District. Typically, this will be estimated according to the estimated impact on the District's systems projected by Division of Drinking Water Rules, combined with the Peak Day Source Demand value used for planning purposes by the District. The impact of other structures or installations may vary from this according to their characteristics.

Period for Visitors

Individuals visiting the premises of an authorized user in a recreational vehicle including mobile homes and continuing to live therein during the period of visitation may receive water service from the service pipes or facilities of the host during the visitation period which shall not exceed seven days. Continued use thereafter shall be deemed unauthorized and violates the provisions relating to separate connections and unauthorized use.

Discharging of recreational vehicle or mobile home clean-out valves into the sewer system is prohibited. There are designated facilities for sewage removal; these facilities have specified procedures to handle the raw materials and chemicals used in these vehicles.

Pipes, Lines Connections and Other Apparatus to Be Kept in Good Repair

All users of water and sewer services shall keep their service pipes, lines, connections and other apparatus that are located on the premises of the user, in good repair and protected from grease, frost and all other damages at their own expense. No person except under the direction of the District shall be allowed to dig into the street for the purpose of laying, removing or repairing any service pipe.

(1) Grease Interceptors:

Grease, Oil, and sand interceptors shall be provided by the owner of the building when, in the opinion of the General Manager or the designated representative of the District. They are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the General Manager or the designated representative of the District, and shall be located as to be readily accessible for cleaning by the user and submitted to the District having jurisdiction for review and approval prior to installation. After installation, the user must request inspection from the District.

Fees for testing and inspections on grease traps for grease oil are: Inspection Fee \$100.00 and Testing Fee \$80.00. Fees for testing and inspection for sand and solids are: Inspection Fee \$100.00 and Testing Fee \$45.00.

(2) Construction Standards:

Sizing criteria in the UPC will be used when the minimum approved size interceptor on file at the District will not adequately service a commercial or industrial establishment. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, and equipped with easily removable covers which, when bolted in place, shall be gas tight and water tight. A grease interceptor shall be installed outside of the establishment which it serves. Access to a grease interceptor shall be accessible at all times.

Faulty Equipment

It shall be unlawful for any water user to:

- (1) Waste water
- (2) Allow it to be wasted by stops, taps, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow
- (3) Wastefully run water from hydrants, faucets, or stops or through basins, water closets, urinals, sinks or other apparatus

- (4) Use the water for purposes other than for those for which he has applied, or to use water in violation of the rules and regulations for controlling the water supply.

Destruction and Vandalism

No person, family member, guest or agent shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, tamper with or prevent access to any structure, appurtenance or equipment, or other part of the Water and Sewer Systems. Any person found in violation of this requirement shall be subject to the sanctions herewith:

- (1) Whenever the District finds that any user has violated or is violating this regulation, the District will serve the person a written Notice of Violation. The notice will include an explanation of the violation and a specific plan of action for the satisfactory correction the violation. It will specify the date, time and place for a hearing with the Board of Trustees. It will state the proposed enforcement action and fines that may be given as a result of the violations. Nothing in this section shall limit the authority of Wolf Creek Water and Sewer Improvement District to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.
- (2) If the violator does not appear as ordered by the Notice, the District will take such appropriate remedial or preventive action as may be needed to properly address the violation, including halting services, charging the appropriate fines.
- (3) The District has the right to refer the violator to the Local Authorities, and may recover reasonable attorney's fees, court costs and other expenses of litigation by appropriate legal action against the person found to have violated any provision herein, or any other rules, regulations, permits, or agreement issued herein. Such other action as appropriate for legal and/or equitable relief may also be sought by the District. A petition for injunctive relief need not be filed as prerequisite to taking any other action against the user.

Fire Hydrants

Water for fire hydrants will be furnished free of charge by the District. Installation shall be by the developer at his expense. Repairs on such hydrants shall be at the expense of the District and shall be made under the direction of the District. All customers shall grant the District, upon demand, a right-of-way or easement to install and maintain such hydrants on their premises if the District concludes that hydrants shall be so installed for the protection of the residents of the District.

If the District is approach by a to developer or other companies to connect to a fire hydrant to use water for items such as hydro seeding or other usage where a permanent meter has not been installed. A \$100.00 service fee will be charged to cover the time to install and oversee a temporary hydrant meter and \$10.00 per 1000 gallons used be charged.

Sprinklers and Watering Systems

It shall be unlawful for any person to use such number of outlets simultaneously or to use such sprinkler or combinations of sprinkler or outlets as will in the opinion of the Board of Trustees materially affect the pressure or supply of water in the district water system or any part thereof, and the Board of Trustees may from time to time, by Resolution, specify combinations or numbers of outlets which may have such effect.

No user shall be permitted to conduct water pipes or hoses across lots or buildings to adjoining premises without permission from the District. The District is required to maintain enough water for every unit in the district. Flagrant use of water is prohibited and is in violation of the rules and regulation for controlling the water supply.

The Board of Trustees shall after determining that such improper use exists, notify the water user in writing, order such use discontinued and advise that such continued usage constitutes a violation, and the deliberate failure to abide with these rules and regulations will result in the termination of the right of the individual to use culinary and secondary water. The notice shall inform him of the time and place of the next regular Board Meeting and of the charges which lead to the consideration of the termination.

The water user shall have the opportunity to appear with or without counsel and present his reason why his water service should not be discontinued. The Board of Trustees will then make a determination. If the determination is to discontinue the wasteful water user's service connection, it shall notify him of the decision and of the period during which the service will remain discontinued.

Water Meters & Boxes

Meters for culinary and secondary water will be furnished by the District upon application for connection, and upon payment of such connection fees and other costs as may be established by the District from time to time by Resolution.

Meters shall be deemed to be and remain the property of the District. The culinary meters will be read year round at the end of each month. The irrigation meters will be read during the summer months (May - October), and the base rate will be charged during the winter months to help purchase the water rights necessary to service the district. The secondary lines are drained and shut off during the winter months.

The customer is responsible to keep the meter box accessible for the district. If the meter box is buried for any reason, a notice will be issued giving fourteen days to rectify the matter. If the problem still exists after the fourteenth day, a \$100.00 fine will be imposed and the District will uncover the meter box, any man or equipment power that is needed to uncover the meter box will be billed to the customer.

Meters may be checked, inspected or adjusted at the discretion of the District, and they shall not be adjusted or tampered with by the customer. Meter boxes shall not be opened for the purpose of turning on or off the water except by an authorized representative of the District unless special permission is given by the District through its representatives to the customer to do so.

If a customer submits a written request to the District to test his water meter, the District may, if under the circumstances it deems it advisable and at its discretion, order a test of the meter measuring the water delivered to such customer. If such request is made within twelve months after the date of the last previous test, a \$40.00 fee to the customer will be required to cover the cost of such test. If the meter is found in such test to record from 97% to 103% of accuracy under methods of testing satisfactory to the Board of Trustees, the meter shall be deemed to accurately measure the use of water.

If the District's meters fail to register at any time, the water delivered during the period of failure shall be estimated on the basis of previous consumption during a period which is not questioned. In the event a meter is found to be recording less than 97% or more than 103% of accuracy, the District shall make such adjustment in the customer's previous bills as are just and fair under the circumstances.

Broken Lines and Other Damages

If a leak or other damage is found to be in the secondary or culinary lines of the customer and an extraordinary amount of water has been used and charged on the following billing cycle. The customer can at that time attend the following monthly District meeting, and apply for a reduction in the billing. The Board, at its discretion, may or may not give consideration to the customer.

All damages or injury to the lines, meters or other materials of the District on or near the customer's premises caused by any act or neglect of the customer shall in the discretion of the District be repaired by and at the expense of the customer. The customer shall pay all costs and expenses, including a reasonable attorney fee, which may arise or accrue to the District through its efforts to repair the damage to the lines, meters or to other equipment of the District or collect such costs from the customer.

Moving or Replacement of Water Lines

In the event that the District in its sole discretion determines that any water or sewer line of the District must be moved or replaced, the District shall bear that portion of the cost of such move or replacement which applies to main lines up to the property line of the customer. The cost of reconnecting such new line or lines from the house of the customer to his property line shall be borne by the customer.

Extension of Water Mains within the District

Any person or persons, including any subdividers or developer who desires to have the water mains extended within the District, and is willing to bear the whole expense of such extension, may make application to the Board of Trustees by petition. The petition shall contain a description of such proposed extension accompanied by a map showing the location of the proposed extension together with an offer to bear the whole expense thereof, with a certified statement showing the whole cost or expense of making such extension. The statement of cost shall be verified by the District. The Board of Trustees may grant or deny the petition as in its discretion seems best for the welfare of existing water users in the District. If the Board of Trustees grants the petition, the amount of the cost of making the extension, as certified by the District, shall be deposited with District or Weber County before any work shall be done on such extension. The deposit shall be made within 30 days, or such other time as the Board of Trustees shall indicate, after the granting thereof.

At the time the Board of Trustees decides whether or not to grant petition for an extension, it shall also decide whether or not any portion of the costs is to be refunded and the manner and circumstances under which such refund shall be made or credited to the applicant. Such determination shall be duly recorded in writing and a copy thereof furnished to the applicant.

In the event any deposit remains unclaimed for a period of five years after the depositor has discontinued water and sewer service, the deposit may be forfeited and then transferred to the Water and Sewer Operating Fund.

Any such extension shall be deemed the property of the District.

Extension of Water Mains outside the District Boundaries

Any person or persons, including any subdividers or developer who desires to have the water mains extended outside the District boundaries, and is willing to bear the whole expense of such extension, may make application to the Board of Trustees by petition. The petition shall contain a description of such proposed extension accompanied by a map showing the location of the proposed extension together with an offer to bear the whole expense thereof, including the transfer of water rights to the District, with a certified statement showing the whole cost or expense of making such extension. The statement of cost shall be verified by the District. The Board of Trustees may grant or deny the petition as in its discretion seems best for the welfare of existing water users in the District. If the Board of Trustees grants the petition, the amount of the cost of making the extension, as certified by the District, shall be deposited with District or Weber County before any work shall be done on such extension. The deposit shall be made within 30 days, or such other time as the Board of Trustees shall indicate, after the granting thereof.

At the time the Board of Trustees decides whether or not to grant petition for an extension, it shall also decide whether or not any portion of the costs is to be refunded and the manner and circumstances under which such refund shall be made or credited to the applicant. Such determination shall be duly recorded in writing and a copy thereof furnished to the applicant.

In the event any deposit remains unclaimed for a period of five years after the depositor has discontinued water and sewer service, the deposit may be forfeited and then transferred to the Water and Sewer Operating Fund.

Any such extension shall be deemed the property of the District.

Use of Sewer System Mandatory

It shall be unlawful for the owner or other person having charge of or occupying any real property, with any building used for human occupancy within the District boundaries to use, or to permit to be used, any privy vault, septic tank or cesspool connection with such building. Some buildings that were established prior to the infrastructure being set in place, with District approval, have been exempt from connecting to the sewer system.

Regulation and Control of Sewer

It shall be unlawful for any person to injure, break or remove any part of portion of any sewer appliance or appurtenance, or to discharge into a sewer any inflammable gas, gasoline or oil, any calcium carbide or residue there from, or any liquid or other materials or substance which will emit an inflammable gas when in contact with water, sewage or fire. Oil separators installed in any building where volatile fluids are used must not be connected directly or indirectly with the sewer.

The contents of water filters, gas engines, air compressors, vacuum or dry cleaners, garages, wash racks, stores, or warehouses containing inflammable substances, car barns, buildings for the stabling or keeping of horses, cows and other animals and all similar establishments shall not be disposed of through connection with the sewer system.

It shall be unlawful for any person to empty or discharge into the public sanitary sewer system any garbage, refuse or other similar matter or substance likely to obstruct the sewer, or any substance, solid or liquid, other than the waste products for which the sewer is provided.

It shall be unlawful for any person to connect with a public sanitary sewer any drain or pipe which discharges rain water, cellar or surface water, acids, alkalies, lye or other injurious liquids, or the contents of any spring, flowing well, creek, ditch, or other water courses. No sump pumps shall be connected to the sewer. A \$1,000.00 fine will be imposed if a home is found to be illegally connected to the Sewer System with sump pumps or by any other means. A \$200.00 fine will be imposed each day after notification has been given until rectified. If a homeowner reports to the District that his home may have an illegal connection, no penalty will be imposed if the connection is dealt with in a timely manner.

Backflow Preventers

Every new service installation must be provided with a backflow preventer located inside the building near the service entrance, easily accessible and protected from freezing.

In accordance with the Weber County Planning Code, Section 715:

Where the flood level rims of plumbing fixtures are below the elevation of the manhole cover of the next upstream manhole in the public sewer, such fixtures shall be protected by a backwater (backflow) valve

installed in the building drain, branch of the building drain or horizontal branch serving such fixtures. Plumbing fixtures having flood level rims above the elevation of the manhole cover of the next upstream manhole in the public sewer shall not discharge through a backwater valve.”

The Wolf Creek Water and Sewer Improvement District policy states:

WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT

CROSS CONNECTION CONTROL POLICY

A policy relating to “cross connection control and backflow-prevention control” at the

PART I:

CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

- (1) It shall be against Wolf Creek Water and Sewer Improvement District policy, at any connection supplied with water from the Wolf Creek Water and Sewer Improvement District distribution system, to do any of the following:
 - (a) To install or use any physical connection or arrangement of piping or fixtures, which may allow any fluid or substances unsuitable for human consumption to enter the potable water distribution system, as required by Section 608.1 through 608.5 of the International Plumbing Code.
 - (b) To install any connection, arrangement, or fixtures without a Backflow Prevention Device or Assembly unless approved otherwise by Wolf Creek Water and Sewer Improvement District.
 - (c) To incorrectly install any Backflow Prevention Device or Assembly required by Section 608.6 and 608.1 of the International Plumbing Code.
- (2) Any person found in violation of this policy shall be subject to fines or other appropriate disciplinary action as determined by Wolf Creek Water and Sewer Improvement District.
- (3) Administration of this policy shall be referenced by “Cross Connection Control Program of Utah, November 2010 (Guidelines-Reference).
- (4) Backflow prevention assemblies required by this policy will be required to be tested at least annually. The Wolf Creek Water and Sewer Improvement District shall maintain a Backflow Assembly Information sheet on all such devices and test results shall be maintained for a period of no less than five (5) years.

The District shall not be liable for any damage to a building or property due to the backflow of sewage by reason of improper installation of a backflow device. This section shall not be construed to extend the liability of the District beyond that provided in the Governmental Immunity Act.

Water and Sewer Manholes

It shall be unlawful for any person to open any water or sewer manhole without permission from the District.

Department to Have Free Access

Utah Code 17B-1-905 Right of entry on premises of water user. Provides that a person authorized by a local district that provides a service from a water system or sewer system may enter upon a premise furnished with or provided that water service or sewer service to: examine an apparatus related to or used by the water

system or sewer system; examine the amount of water used or wastewater discharged by the water system or sewer system and the manner of use or discharge; or make a necessary shutoff for vacancy, delinquency, or a violation of the local district rule or regulation relating to the water service or sewer service.

Water and Sewer Laterals

A water or sewer lateral is the underground pipe that connects a residence or business to the water or sewer line. The lateral water or sewer line is the responsibility of the homeowner or business owners for repairs. These lines can be clogged by object such as grease or disposable diapers flushed down a toilet, disposable wipes and most common are tree roots that push through the side of a lateral.

Non-liability for Damages

The District shall not be liable for any damage to a water or sewer service by reason of stoppage or interruption of his water or sewer supply service caused by fires, scarcity of water, natural accidents to the water or sewer system or its mains, or which occurs as the result of maintenance and extension operations, or from any other unavoidable cause. This section shall not be construed to extend the liability of the District beyond that provided in the Governmental Immunity Act.

Landscape & Conservation Requirements

Residential

Secondary Water/ Landscaping Requirements:

Owner/Builder agrees to provide a landscaping plan(s) to District for approval by District at least 90 days prior to commencement of the landscape installation ("Plan"). Said approved Plan shall be kept on file by District, and landscape installation shall be consistent with the Plan. The basis for approval by District of the Plan is that the property has a landscape design goal for irrigation water use of less than 10,000 gals/month for the property achieved by design elements as follows:

1. Irrigation valves should irrigate landscaping with similar site, slope, soil conditions, and plant materials with similar needs. Drip irrigation and overhead sprinklers should be placed on separate irrigation valves.
2. All shrubs, perennials and trees shall be watered by drip-irrigation lines with controlling emitters to establish flow rates for different plant types.
3. Maximum total amount of turf grass shall be no more than 20 percent **(20%)** of the total building footprints, excluding detached garages and accessory buildings. No turf shall be installed in areas with slopes greater than 20 percent **(20%)**, or in areas narrower than **8 feet**.
- 4.. All turf grass shall be on separate irrigation zones from the drip irrigation system. All spray irrigation shall be head-to-head design, with low pressure irrigation heads, properly maintained to minimize watering of pavement areas. No overhead spray irrigation systems shall be used except on turf areas.
5. EPA "Watersense" labeled irrigation controllers shall be used.
6. No landscape water features such as artificial streams and waterfalls, shall be constructed.
7. Every home shall be equipped with at least one identified secondary water hose bib, such that all landscaping can be reached by a 100 ft hose connection.

Culinary Water Conservation:

1. It is the policy of District that no culinary water shall be used for landscape watering or any other outside use, other than spas. Owner shall acknowledge that requirement.
2. All homes (all types - single family homes, townhomes, condos and multifamily units) shall provide dual-flush or equivalent low flow toilets, and low flow lavatory and shower fixtures for all bathrooms in residential units and common area facilities. All bathroom fixtures shall have "Watersense" labeling.

3. No swimming pools over 20,000 gallons shall be installed at single family homes. Fill rate of pools shall not exceed 5gpm.

Developer/Homes/Multifamily

Secondary Water/ Landscaping Requirements:

Developer agrees to provide a landscaping plan(s) to District for approval by District prior to commencement of the Project ("Plan"). Said approved Plan shall be kept on file by District for the Project. Developer shall obtain written agreement, with original kept by District, with Homeowner's Association requiring compliance with the landscaping rules of District in accordance with District's standard policies, as modified from time to time. The basis for approval by District of the Plan is that the Development has a landscape design goal for irrigation water use of less than 10,000 gals/month/connection for each building, including multi-family buildings, achieved by design elements as follows:

1. Maximum total amount of turf grass shall be no more than 20 percent **(20%)** of the total building footprints (excluding garages and accessory buildings). No turf shall be installed in areas with slopes greater than 20 percent **(20%)**, or in areas narrower than **8 feet**. Areas are to be totaled within the Project to include all planned units, all unit landscaping, clubhouses and open space turf areas.
2. All shrubs, perennials and trees shall be watered by drip-irrigation lines with controlling emitters to establish flow rates for different plant types.
3. All turf grass shall be on separate irrigation zones from the drip irrigation system. All spray irrigation shall be head-to-head design, with low pressure irrigation heads, properly maintained to minimize watering of pavement areas. No overhead spray irrigation systems shall be used except on turf areas.
4. EPA "Watersense" labeled irrigation controllers shall be used.
5. No landscape water features such as artificial streams and waterfalls, shall be constructed.
6. Every building shall be equipped with at least one identified secondary water hose bib, such that all landscaping can be reached by a 100 ft hose connection.

Culinary Water Conservation:

1. It is the policy of District that no culinary water shall be used for landscape watering or any other outside use, other than spas. Owner shall acknowledge that requirement.
2. All homes (all types - single family homes, townhomes, condos and multifamily units) shall provide dual-flush or equivalent low flow toilets, and low flow lavatory and shower fixtures for all bathrooms in residential units and common area facilities. All bathroom fixtures shall have "Watersense" labeling.
3. No swimming pools, splash pads, or spas over 2000 gallons shall be installed at the buildings, except clubhouse facilities. Fill rate of pools shall not exceed 5gpm.

Scarcity of Water

In time of scarcity of water, it shall be the judgment of the Board of Trustees to issue water restrictions for the use of water to such extent as may be necessary. A verbal and written warning will be given for customers violating the restrictions, a fine of \$100.00 will be issued 10 days after the written warning if the situation has not be rectified. If the problem still exists the water will be shut off for the remainder of the season.

State and Federal Monitoring and Testing

These policies set forth uniform requirements of the District, to comply with all applicable State and Federal Laws, including the Clean Water Act (33 United States Code §1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations part 403). The objectives of the ordinances are:

1. To prevent the introduction of pollutants into the District's systems that will interfere with its operation;
2. To prevent the introduction of pollutants into the District's system causing inadequately treated wastewater to pass through the system and back into the environment;
3. To protect the personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
4. To promote reuse and recycling of wastewater from the MBR Facility;
5. To enable the District to comply with its permit conditions, sludge use and disposal requirements and any other Federal or State laws to which the District is subject.

These policies authorize the issuance of wastewater discharge permits, provide for monitoring, sample collection, compliance, and enforcement activities and required reporting to State and Local authorities.

Personal Use of Public Property – Rules and Regulations

(This Portion satisfies H.B. 163 that went into effect July 1, 2019)

A **“Public Servant”** means an elected official of the District; an appointed official of the District; an employee, consultant, or independent contractor of the District; or a person (including an individual, an entity, or an organization) hired or paid by the District to perform a government function Utah Code Ann. 76-1-601(14). A person becomes a “public servant” upon the person's election, appointment, contracting or other selection, regardless of whether the person has begun to officially occupy the position of a public servant.

“District Property” means and include any real or personal property that is owned, leased, held, operated or managed by the District, including Public Property that has been transferred by the District to an independent contractor for the purpose of providing a program or service for or on behalf of the district. In the event and to the extent the Public Property is consumed or rendered effectively valueless to the District as a program or service is provided to the District by an independent contractor or as the Public Property is utilized by District employees, the property shall cease to be Public Property and may be disposed of as the independent contractor or District management deems fit, unless otherwise direct by the District. Utah Code 76-8-101 (5).

“Authorized Personal Use” means any personal use that is authorized pursuant to this Policy. Utah Code 76-8-402(1), a public servant may use District Property for a personal matter and personal use of District Property is allowed when: (a) (i) the public servant is authorized to use or possess the Public Property to fulfill the public servant's duties owed to the District; (ii) the primary purpose of the public servant using or possessing the Public Property is to fulfill the public servant's duties to the District; (iii) the personal use is in accordance with this Policy; and (iv) the public servant uses and possesses the District Property in a lawful manner in accordance with this Policy; or (b) the personal use of District Property is incidental, such as when: (i) the value provided to the District by the public servant's use or possession of the Public Property for a public purpose substantially outweighs the personal benefit received by the public servant's personal incidental use; and (ii) the incidental use is not prohibited by an applicable state or federal law. Any lawful personal use of District Property by a public servant that is not prohibited by applicable state or federal law is specifically authorized and allowed by this Policy. The District recognizes that third parties may benefit indirectly or directly from a public servant's personal use, or official use, of the District's Public Property, which benefit is specifically condoned and authorized by this Policy so long as and to the extent that the

benefit does not otherwise violate an applicable law, rule or ordinance, including but not limited to state statutory law and rules of regulations of the District.

1.Vehicle Use – Company Owned

Company owned vehicles are not to be used for personal use. They should be left in the District designated parking areas, and should not be used to commute to and from work, in accordance with IRS publication 15-B, page 23. The exception to this rule is when the Public Servant is “**On Call**” which means being available at any time day or night to respond to emergency calls or other needed requests.

2.Devises

Communication and other devices, such as mobile phones, landline phones, and computers, that are owned by the District may be used by an employee, provided that such personal usage is not excessive. If an employee uses a personal phone for District business, the employee may receive a monthly stipend to help cover the cost. The amount will be determined by the General Manager of the District.

3.Physical Facilities

Personal activities by public servants at District owned, leased, managed and/or maintained facilities, such as meeting family members or friends for short periods of time, are allowed, provided they do not become excessive or disruptive.

4.Office Supplies/Shop Supplies/etc.

Office supplies, shop supplies and other District owned supplies and items of personal property are intended for uses that directly benefit the District. Incidental personal use of the same by public servant is allowed, such as the use of District owned office supplies including pens, pencils and paper, provide that such incidental personal use is not excessive.

5.Miscellaneous

Any district Property that does not fall under any of the above classifications may nevertheless be utilized by a public servant for incidental personal uses.

The governing body of the District reserves the right to add to, delete from or change this Policy at any time. The Policy stated above is not necessarily inclusive because, among other reasons, unanticipated circumstances may arise and other rules or regulations of the District may apply. The District may vary from the Policy, subject to the application of applicable state and federal laws if the circumstances so justify. In the event of any conflict between the Policy and any applicable federal or state law, rule or regulation, the law, rule or regulation, including amendments and modifications thereto, shall control to the extent of such inconsistency.

Accounting Procedures

The District’s accounting is done as an Enterprise Fund because it collects fees from service recipients. The Utah Uniform Fiscal Procedures for Special Districts Act defines an Enterprise Fund as a Proprietary Fund. The accrual basis of accounting is followed for this District.

Cash Receipts

Cash consists of a checking account and a savings account that is broken into specific reserve accounts that are required by the Districts bank. Deposits are made within every three days by the Budget Officer or other persons designated by the Board of Trustees.

The Board of Trustees oversees and designates the persons responsible for receipting money and the persons responsible for billing and maintaining accounts receivables and other accounting records.

Utah Public Treasurer's Investment Fund (PTIF)

The District deposits the funds for reserves into the Public Treasurers Investment Fund (PTIF) this fund is overseen by the State of Utah. These reserves are set up to make the bond payment each year and to have emergency funds available if needed. The State of Utah's PTIF account is secure, charges less in fees than a Bank, has less restrictions than a Bank and can be access at any time through an the on-line process.

Purchasing Policy

The underlying purpose of this policy is to ensure fair and equitable treatment of all persons who wish to, or do conduct business with the District. It is established to safeguard against bias or conflicts of interest. It will provide for the greatest possible economy in District procurement activities and to foster effective broad-based competition so that the District will receive the best possible service or product at the lowest possible price.

The Board of Trustee will authorize purchasing agents to make routine purchases necessary for the District. The Budget Officer is authorized to purchase such items as office supplies and materials. Other authorized purchasing agents may not have accounting or bookkeeping responsibilities or have access to the accounting records. All expenditures made will be reviewed by the Board of Trustee at each monthly meeting.

Purchasing Procedures

Purchases up to \$10,000 – The purchasing agent may select the best source without seeking competitive quotes, the Board of Trustees will give final approval.

Purchases from \$10,001 to \$20,000 – The purchasing agent will obtain two verbal quotes and the Board of Trustees will review the bids and give final approval.

Purchases from \$20,001 to \$50,000 – The purchasing agent will obtain three written quotes and the Board of Trustees will review the bids and give final approval.

Purchases greater than \$50,000 – The purchasing agent may contact potential vendors seeking requests for proposals; however, a request for proposals will also be publicly advertised and subject to competitive sealed bidding. Certain Professional Companies have institutional knowledge in regards to the District's operation and receiving comparable proposals for certain projects is not fair to all companies bidding. When a project is presented and a professional company with the institutional knowledge presents a proposal and no other companies participate, as long as the professional company has the qualifications to complete the project and the bid is within acceptable monetary limits. The District has done its due diligence by putting the project out to bid and can accept the bid.

Disbursements

All expenditures made will be reviewed by the Board of Trustee at each monthly meeting.

The Budget Officer is authorized to transfer funds between the accounts as needed to cover operating expenses.

Payable checks are issued on the 10th and 25th of each month. If those days fall on a weekend day, they will be issued on the following Monday. Checks are signed by the Chairman, or other persons designated by the Board of Trustees. Checks in the amount of \$5,000.00 or more require two signatures that have been approved by the Board of Trustees.

Fixed Assets

All assets are reported on the Statement of Net Assets under Capital Assets.

The District reports the sum of all depreciation for buildings, improvements other the buildings, and equipment of the Enterprise Fund on the Statement of Net Assets.

Long Term Debt

The District reports all Long Term Debt on the Statement of Net Assets under Long Term Liabilities.

Revenues

The District reports revenue on an accrual basis of accounting. Revenue is reported in three different categories:

1. Charges for Services
2. Connection Fees & Impact Fees
3. Miscellaneous

Expenses

The District reports expenses on an accrual basis of accounting. Expenses are recognized when incurred.

Record Keeping

The financial records are maintained to identify the nature and source of all revenues and expenditures and segregate them into the appropriate accounts.

Records are maintained of all amounts owed to the District, such as customer utility charges, and of all assets owned by the District such as equipment, property, water resources, and lines. Records of bonds or other debts owned by the District are maintained.

Bank statements are reconciled monthly by a member of the Board of Trustees and financial statements are approved at each monthly Board of Trustees meeting.

GRAMA (The Government Records Access and Management Act)

Wolf Creek Water and Sewer Improvement District does and will comply with all Federal and State Laws regarding the GRAMA Act. That was designed to protect both the privacy of an individual and create transparency in government entities. Upon a written request, including the person's name, address, daytime phone number and a description that identifies the requested information with reasonable specificity. The District will provide the requested information to those authorized by law to receive the requested information within the legal time limits stated by the law. The District will not release information that is private, controlled, or protected pursuant to court rule or state and federal statutes and regulations. A subpoena is **NOT** a GRAMA request. If the information contains both information that the requester is entitled to and information that the requester is not entitled to, the District will redact the restricted information with the record. The GRAMA Act states that a governmental entity may charge a reasonable fee to cover the actual cost of providing a requested record. If the information request is denied either in whole or in part, the District will provide a written notice of denial within five (5) business days, or twelve (12) days if an issue of confidentiality exists. However, the time period may be extended by agreement of all parties. The requester has the right to appeal this decision to the Board of Trustees within thirty (30) days of denial. If the Board of Trustees denies the request the requester can then choose to take the appeal to the State Records Committee or the local judicial district court.

Budget Procedure

The Budget Officer prepares a tentative budget for the Board of Trustees to review at its first meeting in November. At the first meeting in November the Board of Trustees approves a tentative budget and sets a budget hearing date. During November or December, but at least seven days before the hearing date, public notice is given of the hearing. The tentative budget is available to the public for seven days before the final adoption of the budget. In December the hearing is held and the Board of Trustees formally adopts the

budget. One original of the final budget is submitted to the State Auditor within 30 days and another original is kept at the District's office for district use and public inspection.

In the event that the approved budget needs to be amended to either move budgeted expenditures from one budgeted line item to another or to increase expenditures, the Board of Trustees may do so by Resolution at any regular or special Board of Trustees meeting without a public hearing.

Internal Control

The following procedures are followed by all members of the Board of Trustees and those appointed by the Board of Trustees to carry out certain tasks:

- a. No blank checks are ever to be signed.
- b. The duties of receiving revenue, paying expenses are done by the Budget Office or Assistant Office Manager. Checks are signed by the General Manager or an authorized member of the Board, any check over \$5,000.00 requires two signatures. However, all expenses are reviewed monthly and approved by the Board of Trustees.
- c. Bank Reconciliation is done by a member of the Assistant Office Manager.
- d. Financial Statements are to be reviewed and approved monthly by the Board of Trustees.
- e. A Trustee or someone appointed by the Board of Trustees physically inspects other assets to be sure that they have not been lost or stolen and are in good condition.
- f. A yearly audit is performed by an outside CPA firm.

Internal Collections Control

Customers currently can make payments online by going to www.wcwsid.com and clicking on the online payment button, by phone using a debit or credit card or E-Check, set up a reoccurring automatic payment from their debit or credit card or E-Check, send payment through the mail, or use the drop box located at the local market and outside the District Office located at 3632 N. Wolf Creek Dr., Eden, UT 84310. Drop boxes are picked up every day excluding weekends and holidays.

Internal Disbursements Control

- a. Invoices for operating expenses are received and reviewed by the Budget Officer or someone appointed by the Board of Trustees.
- b. Invoice for Asset purchases are reviewed and approved at the monthly meeting by the Board of Trustees.
- c. Once invoices are approved the Budget Officer or someone appointed by the Board of Trustees writes the check.
- d. Checks are then signed by the Chairman or someone appointed by the Board of Trustees to sign checks. Checks over \$5,000.00 require two signatures.

URS – Utah Retirement System

As of January 1, 2024, the District will invest in the Utah Retirement System (URS), for the staff.

Election of Officers

On or before February 1st of each municipal election year, the Board of Trustees of the District shall prepare and transmit to the Clerk of each county in which any part of the District is located a written notice that:

1. Designates the offices to be filled at the year's municipal general election; and
2. Identifies the dates for filing a declaration of candidacy for those offices.

Each election of the District Board of Trustees shall be held in conjunction with the municipal general election.

The Clerk of the District with a Board of Trustee position to be filled at the next municipal general election shall provide notice of:

1. Each elective position of the District to be filled at the next municipal general election;
2. The constitutional and statutory qualifications for each position; and
3. The dates and times for filing a declaration of candidacy.

The notice required shall be:

1. Posted on the Public Notice Website and the District Website at least ten days before the first day for filing a declaration of candidacy (June 1st); or
2. Published in a newspaper of general circulation within the District at least three but no more than ten days before the first day for filing a declaration of candidacy.

To become a candidate for the District, the prospective candidate shall file a declaration of candidacy in person with the local District, during the office hours and not later than 5 p.m. between June 1st and June 7th of any odd-numbered year. When June 7th is a Saturday or Sunday, the filing time shall be extended until 5 p.m. on the following Monday.

Before the Filing Officer may accept any declaration of candidacy, the Filing Officer shall:

1. Read to the prospective candidate the constitutional and statutory qualification requirements for the office that the candidate is seeking; and
2. Require the candidate to state whether or not the candidate meets those requirements.

A person elected to serve as a Board of Trustee of the District shall serve a four-year term, beginning January 1st after the election. This person shall be sworn in as soon as practical after January 1st.

No elected or appointed member of the Board of Trustees of the District may, while serving as a Trustee, be employed by the District whether as an employee or under a contract. No person employed by the District, whether as an employee or under a contract, may serve on the Board of Trustees of the District.

Benefits for Board Members

Any elected or appointed Board Member, Teir1 or Teir 2, in the URS Benefits System, regardless of full-time or part-time or income, is exempt (ineligible) from URS Benefits.

Hiring of Relatives and Friends (Nepotism Policy)

Wolf Creek Water and Sewer Improvement District permits the employment of qualified relatives of employees of the employee's household or immediate family as long as such employment does not, in the

opinion of the District, create actual conflicts of interest. For purposes of this policy, "immediate family" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation or any member of the employee's household. The District will use sound judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor to subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits or other terms and conditions of employment could be influenced by the other relative.
- Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.
- Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. That is, if in the opinion of the District, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

Any exceptions to this policy must be approved by the General Manager or the Board of Trustees.

CONFLICT OF INTEREST POLICY

The following Conflict of Interest Policy is hereby adopted by the unanimous written consent of the Board of Trustees of Wolf Creek Water and Sewer Improvement District ("District"), as of the 16th day of June, 2015.

Article I **Purpose**

The purpose of the conflict of interest policy is to protect the District's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or trustee of the District or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to non-profit organizations.

Article II **Purpose**

1. **Interested Person.** Any trustee, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment or family:
 - a. An ownership or investment interest in any entity with which the District has a transaction or arrangement;
 - b. A compensation arrangement with the District or with any entity or individual with which the District has a transaction or arrangement; or
 - c. A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which the District is negotiating a transaction or arrangement.

3. **Governing Board.** The governing board of the District is the Board of Trustees.

A financial interest is not necessarily a conflict of interest, Under Article III, Section 2 hereof, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III

Procedures

1. **Duty to Disclose.** In connection with any actual or possible conflict of interest, and interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Trustees and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
2. **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Trustee or committee members shall decide if a conflict of interest exists as set forth in Article III, Section 3 below.
3. **Procedures of Addressing the Conflict of Interest.**
 - a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the governing board or committee shall determine whether the District can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonable possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested trustees whether the transaction or arrangement is in the District's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
4. **Violations of the Conflict of Interest Policy.**
 - a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to

disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV **Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V **Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the District for services is precluded from voting on matters pertaining to that member's compensation, with the exception of normal stipendiary compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the District for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the District, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI **Annual Statements**

Each trustee, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy;
- b. Has read and understands the policy;
- c. Has agreed to comply with the policy.

Article VII **Periodic Reviews**

To ensure the District operates in a manner consistent with non-profit purposes and does not engage in activities that could jeopardize its non-profit status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the results of arm's length bargaining, and
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the District's written policies, and are properly recorded, reflect reasonable investment or payments for goods and services, further the District will only engage in arrangements that do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII **Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the District may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

IN WITNESS WHEREOF, the trustees of the District hereby execute this Conflict of Interest Policy as of the date first set forth above.

BOARD OF TRUSTEE'S

Miranda Menzies	Aye
Jon Bingham	Aye
Don Stefanik	Aye
Henry Huchel	Aye
Pam Young	Aye