



**MINUTES
BOARD OF TRUSTEES PUBLIC MEETING**

Meeting date: April 6, 2026
Time: 6:00 pm
Location: 533 East Water Works Drive, St. George Utah 84770
Participants: Board members Ed Bowler, Rick Rosenberg, Kress Staheli, Clark Fawcett, and Adam Bowler. Michele Randall and Victor Iverson were not present. District staff included Zach Renstrom, general manager; Mindy Mees, secretary; Jodi Richins, general counsel; Brock Belnap, and Brie Thompson, associate general managers. Other meeting attendees as noted on the attached sign-in sheet.

Consider approval of Commercial Real Estate Brokerage Services Agreements with Kemp Commercial, LLC dba Vantage Real Estate and Brokers Commercial, LLC dba NAI Excel

General Manager Zach Renstrom explained that the District owns several parcels of land that can reasonably be considered surplus.

The District issued a Request for Proposals (RFP) to engage a qualified realtor or brokerage firm. We received two proposals, which were substantially similar in scope and approach. The respondents are Steve Kemp and his organization, and Neil Walters and his firm.

Mr. Renstrom said at this time, staff is recommending that the Board approve bringing both firms under contract. At a future meeting, we will return with specific task orders assigning individual properties, along with negotiated fee structures, for Board consideration and approval.

Mr. Renstrom provided an overview of several properties currently under consideration for potential disposition:

- **Sand Hollow Area:** There is significant ongoing activity in and around Sand Hollow, including interest from State Parks. We propose initiating discussions to evaluate opportunities in this area, including the feasibility and timing of potential development such as a resort. The selected brokers would assist in determining whether current market conditions support moving forward.
- **Western Parcel:** The District receives frequent inquiries regarding this property. It is already master planned by the City, and we would engage the brokers to evaluate market interest and recommend a path forward.
- **Park Entrance Parcel:** Located near the entrance to the park, this site is a strong candidate for a gas station. The District intends to prohibit boat fueling on the reservoir, as it serves as a drinking water source.
- **Anderson Junction Property:** Once reservoir construction is complete, this District-owned land will no longer be needed. It is currently zoned highway commercial by the City of Toquerville.
- **Miscellaneous Residential Lots:** The District also owns two individual residential lots that are not needed for operational purposes. These would be listed for sale to obtain fair market value.

Trustee Adam Bowler made a motion to approve the commercial real estate brokerage agreements, with Kemp Commercial, LLC dba Vantage Real Estate and Brokers Commercial, LLC dba NAI Excel, the motion was seconded by Trustee Rick Rosenberg and all voted aye.

Presentation Harmony Farm's implementation of the Reserve Study

Operations and Planning Department Emily Kagan gave a brief update on the District's small system assistance program.

In 2023, the District initiated a program to support small water systems in unincorporated areas by funding reserve studies. A reserve study is a long-term financial planning tool that identifies the anticipated costs of repair, replacement, and maintenance of system assets, and helps establish appropriate rates to ensure those costs are sustainably covered.

In 2024, the District awarded this assistance to Harmony Farms. We contracted with Horrocks Engineering to complete the reserve study, utilizing our existing general engineering services contract.

Ms. Kagan explained that Horrocks Engineering conducted a comprehensive assessment of Harmony Farms' infrastructure and evaluated their existing rate structure. Based on that analysis, they developed recommendations for rate adjustments to better align revenues with the system's long-term capital and maintenance needs.

Carole Cragun President of the Harmony Farms Water Board provided additional information.

Ms. Cragun explained that Harmony Farms is located near the Iron–Washington County border. They are a small system with 135 connections, so having assistance with this process was extremely valuable. Horrocks Engineering, through Chris Hansen, worked closely with us. He conducted a thorough review of our system, identified the information he needed, and after a few months of coordination, completed a reserve study. That study outlined the anticipated repairs and replacements we will need over the next 5 to 10 years, which is especially important given that our system is about 35 years old.

Harmony Farms worked with the Rural Water Association of Utah to complete a rate study. Janelle Braithwaite conducted that analysis and determined that our monthly rate should be approximately \$65 to adequately cover long-term costs. At the time, our rate was \$33 per month.

Harmony Farms communicated this to the association members by sending a letter and holding a public meeting. Based on that, we adopted a phased approach to rate increases: a \$10 increase in 2026, followed by \$5 increases each year for the next four years. This will bring us to approximately \$63 per month, at which point we will reevaluate and make any necessary adjustments.

Trustee Kress Staheli asked based on the reserve study, at what point do you anticipate needing to begin those capital improvements to address the aging infrastructure? Did the study identify a specific timeline for when those projects should occur, or is the approach more to build up the reserve now and address needs as they arise?

Ms. Cragun responded that do have some aging components, particularly meters, and we are replacing those as they fail. Fortunately, we have not experienced any major pipeline failures that would require large-scale replacement at this time. We are continuing to build our reserves, and we already have a solid reserve fund established to help address future needs as they arise.

Consider approval of will-serve letter for Onpala Resort

Staff Engineer Whit Bundy explained that the District was approached by the Onpala Resort development to provide retail water service. The project is located just north of the Town of Virgin along Kolob Terrace Road, west of the existing Under Canvas resort.

Mr. Bundy said that the proposed development includes 71 short-term rental units, a commercial pool, and a restaurant. As with all developments receiving District water, the project will be required to comply with the District's Ultra Water Efficiency Standards, as well as all applicable design standards and specifications.

Mr. Bundy said that the proposed will-serve letter, at the request of the Town of Virgin, is the execution of a Memorandum of Understanding between the developer and the Town. This agreement will outline how water will be conveyed through the Town's system, as the District will deliver water to Virgin, and the developer will then take delivery on the downstream end.

Mr. Bundy said that this project is located in unincorporated Washington County and is not within the Town of Virgin boundaries.

Currently, the project is undergoing BLM permitting for portions of the alignment along Kolob Terrace Road, and the developer is advancing design of the transmission infrastructure. The developer will be responsible for all costs associated with construction, including pipelines, storage facilities, pump stations, power, and any related water infrastructure.

Mr. Renstrom explained that the project's wastewater will be managed by septic systems, as there is no feasible way to return flows to an existing collection system in that area.

He also noted that a will-serve letter had previously been issued for this project under former General Manager Ron Thompson. Although ownership has since changed, the District is following through on that prior commitment. Staff is bringing all will-serve letters to the Board for transparency and consideration.

Mr. Renstrom highlighted that there are potential advantages for the District. The District owns property along this corridor, and the extension of water infrastructure could provide future benefit to those holdings.

The District approached the Town of Virgin regarding possible annexation; however, the Town declined, citing the project's distance from their service area. The Town has requested a Memorandum of Understanding (MOU), under which the developer will likely be responsible for costs associated with conveying water through Virgin's system.

Mr. Renstrom explained that this will be a challenging and infrastructure-intensive project, as there is currently no reliable water source in the area. The nearby Under Canvas Zion development has limited on-site groundwater only a few gallons per minute and already relies on District water under an existing agreement. As a result, extending a transmission line from the Virgin system is effectively the only viable option to serve this development.

Trustee Staheli asked on the project's location in relation to the Town of Virgin, specifically whether the property is adjacent to the Town or separated by unincorporated county land. He said that he is a strong proponent of developments being located within incorporated areas whenever feasible.

Mr. Renstrom explained that the Town of Virgin is located some distance from the project site, with several miles separating the two. He said that the property is not adjacent to any boundaries and is surrounded by unincorporated area.

Chairman Bowler asked the size of the line.

Mr. Renstrom commented that it will be 8 inches and will not be very high pressure.

Mr. Bundy explained that the system will be constructed in three lifts, utilizing three pump stations. One pump station will draw from Virgin's existing tank, with two additional stations used to convey water up to the storage tank located on the project site. He noted that the pump stations are being designed for a capacity of approximately 100 gallons per minute, which is expected to be adequate for the project.

Chairman Bowler asked if the infrastructure was going to be owned by the developer or the District.

Mr. Bundy said that the District will retain ownership of the infrastructure. He explained that the developer will construct the facilities in accordance with District specifications, with plans and design subject to District review. Upon completion, the District will take ownership of the system.

Trustee Rick Rosenberg asked whether this item is a requirement for obtaining County approval and if the project is contingent upon this action.

Reed Lerner, with Pala Group commented that the project has already received County approval under a Planned Development Commercial designation. He said that there is no separate plat for this location, as the development will remain as a single combined parcel within the approved commercial plan. The next step with the County is to get building permits.

Trustee Kress Staheli stated that he would vote in favor of this. However, he expressed concern regarding the inclusion of short-term rentals, indicating a preference for projects that support long-term, owner-occupied housing rather than tourist-oriented accommodations.

Trustee Adam Bowler made a motion to approve the well-serve letter for Onpala Resort, the motion was seconded by Trustee Rick Rosenberg and all voted aye.

Consider approval of Memorandum of Understanding with Washington County regarding a park in Central

Zach Renstrom said that the District owns and manages this land and has no intention of selling it due to its importance in protecting the water supply. Local residents have approached the County with a proposal to develop a small park in this area. The District has made it clear that certain uses, particularly septic systems, are prohibited due to the risk to the wells. Mr. Renstrom said that limited uses such as a playground and a small pavilion may be acceptable within the established restrictions.

Mr. Renstrom said that the County has expressed support for the concept. Under the proposed arrangement, the District would enter into an agreement with the County outlining management requirements and use limitations. The County would then coordinate with a local nonprofit group, which has been formed to raise funds and carry out the project. All development would be subject to District approval and compliance with the protection requirements.

Mr. Renstrom emphasized that the primary concern is preventing any septic systems or other activities that could compromise water quality. The proponents have agreed to these conditions. The request is for approval to move forward with an agreement with the County, allowing planning for a park in a limited area just north of the fire station near the curve in the road. The proposed park would be relatively small in scale. Preliminary concept drawings have been provided, and this approval would enable the group to begin fundraising efforts. The County has indicated it may contribute funding through RAP tax.

Chans Hendry with Hendry Enterprises, LLC commented that the proposed park area is located between Hunter and Red Hills, adjacent to BLM land.

Mr. Hendry also said that the County has allocated \$20,000 in RAP tax funding for the project this year. To address concerns about wastewater, he explained that the plan is to install vault (non-septic) toilets, eliminating the need for a septic system and aligning with the District's restrictions.

Trustee Kress Staheli made a motion to approve the memorandum of understanding between Washington County Water Conservancy District and Washington County regarding park in Central, the motion was seconded by Trustee Adam Bowler and all voted aye.

Consider resolution of revisions of Personnel Policy Manual regarding PTO, comp time, jury duty, and continuing education

HR Manager Dave Buckingham presented four proposed updates to the Personnel Policy and Procedures Manual:

1. **Retirement Contributions on Leave Payouts**
We are adding language to clarify our current practice, which aligns with URS requirements. Upon an employee's separation or retirement, payouts for compensatory time and PTO are not eligible for retirement contributions. Retirement contributions are only made when an employee is actively employed and elects to sell back PTO. This revision formalizes that practice.
2. **Jury Duty Compensation**
We are clarifying compensation for jury duty to account for varying employee schedules. While some staff work 8-hour days and others work longer shifts, jury duty will be compensated at up to 8 hours per day, which reflects the standard duration of jury service.
3. **Juneteenth Holiday Observance**
In recent years, we have observed Juneteenth on the Monday preceding June 19, consistent with prior state practice. As the state is now moving to observe Juneteenth on June 19, we propose aligning with that change. This adjustment also better matches the schedules of partner agencies and organizations that close on June 19.
4. **Educational Reimbursement**
We propose refining the educational reimbursement policy to provide up to 50% of tuition costs for approved college courses. This change is intended to better manage program costs while continuing to support employee development.

Trustee Clark Fawcett made a motion to approve the resolution for revisions of the Personnel Policy Manual regarding PTO, comp time, jury duty and continuing education, the motion was seconded by Trustee Adam Bowler, and a roll call vote was taken as follows:

<i>Ed Bowler</i>	<i>Yes</i>
<i>Rick Rosenberg</i>	<i>Yes</i>
<i>Clark Fawcett</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Kress Staheli</i>	<i>Yes</i>

Manager's Report

Steve Meismer reported positive progress on the woundfin propagation effort. He thanked the Board for the opportunity and support, noting that, as previously discussed with Kevin Bunnell in February, approximately 300 woundfin were relocated last fall to the Utah Aquatic Animal Health and Research Center in Logan. This relocation followed losses experienced at the New Mexico hatchery.

Mr. Meismer explained that the fish are currently being held in controlled tank environments, with a subset of adults recently transferred into a specially designed spawning chamber. The chamber includes flowing water, constructed eddies using concrete blocks, and appropriate spawning substrate consisting of small rocks. Approximately two weeks prior, 32 adult fish were moved into the spawning chamber. Spawning activity began the following day. Early counts showed rapid increases: 20 eggs on March 25, 77 eggs on March 26, over 1,000 eggs on March 27, and approximately 2,500 eggs shortly thereafter from the 32 fish.

Mr. Meismer said that approximately 20–30% of the eggs are showing development, including visible eye formation, which is considered a strong success rate. Current estimates indicate approximately 200–250 larvae have hatched so far, with additional fish approximately 200 more adults still available for future spawning efforts.

Mr. Renstrom reported that the current year shows snowpack melting significantly faster than in previous years. A recent storm produced only a minor increase, with minimal overall impact. Despite the rapid melt, regional reservoirs are performing well: Kolob Reservoir is currently full, while Gunlock, Sand Hollow, and Quail Creek reservoirs are just under 90% capacity.

Mr. Renstrom explained the conditions in the Pine Valley area are notably different, with record-low snowpack levels observed this year. Even recent storms have had little effect. Do to prior wildfire activity that reduced vegetation, increased runoff is occurring, resulting in higher flows into Gunlock and Baker reservoirs. He said that this has also led to increased debris and sediment.

Mr. Renstrom also explained the conditions within the Colorado River Basin. He indicated that the Upper Basin is currently experiencing near-record low levels. Ongoing negotiations among basin states regarding water allocations have failed to meet deadlines, and several states including Arizona, Nevada, and California have begun preparing for potential litigation. The Utah State Legislature has allocated \$5 million for possible legal action related to these issues.

Mr. Renstrom said that projections from the Bureau of Reclamation, which estimate future water levels at Lake Powell. Current modeling suggests that, under existing conditions, Lake Powell may fall below the level required for hydropower generation by the end of the year. He emphasized that this would significantly impact one of the region's most reliable and cost-effective sources of electricity. Potential mitigation strategies under discussion include releasing water from upstream reservoirs, such as Flaming Gorge, to stabilize Lake Powell. However, Utah has expressed concern that this approach may only provide a short-term solution if downstream states continue current usage patterns.

Mr. Renstrom also reported that the State of Utah is planning the "Great ShakeOut," an earthquake preparedness and emergency response exercise. He said that the District is actively participating in preparedness efforts, with Emily and Bree leading coordination on this initiative.

Mr. Renstrom also reported that the 2-million-gallon water storage tank near Sand Hollow Reservoir has been completed and is now operational. This adds to the existing storage capacity in the area and represents a significant improvement to system reliability. He noted that the project is especially beneficial heading into the summer season and will provide added resilience during ongoing repairs at the water treatment plant.

Mr. Renstrom introduced Kristy Jackson the District's new Grant Administrator.

Request for a closed session to discuss the purchase of real property

Chair Ed Bowler noted that two-thirds of the District board members are present and stated the purpose of the closed session is to discuss purchase of real property. Mr. Bowler said that the closed session is being held at Washington County Water Conservancy District office building 533 E Waterworks Drive, St. George Utah on April 6, 2026.

Trustee Clark Fawcett made a motion to go into a closed session to discuss the purchase of real property, the motion was seconded by Trustee Kress Staheli, a roll call vote was taken as follows:

<i>Ed Bowler</i>	<i>Yes</i>
<i>Rick Rosenberg</i>	<i>Yes</i>
<i>Clark Fawcett</i>	<i>Yes</i>

Adam Bowler *Yes*
Kress Staheli *Yes*

(Return to open session) Consider approval of purchase of real property

Trustee Adam Bowler made a motion to approve the purchase of real property as discussed in the closed session, the motion was seconded by Trustee Rick Rosenberg and all voted aye.

Consider approval of March 2, 2026 board meeting minutes

Trustee Clark Fawcett made a motion to approve the March 2, 2026 board meeting minutes, the motion was seconded by Adam Bowler and all voted aye.

The meeting was adjourned upon motion.

Mindy Mees

Secretary

Washington County Water Conservancy District On-Call Commercial Real Estate Brokerage Services Agreement

This On-Call Commercial Real Estate Brokerage Services Agreement (“Agreement”) is made and entered into as of the 23rd day of March 2026 (“Effective Date”), by and between:

Washington County Water Conservancy District, a Utah water conservancy district (“District”), and **KEMP COMMERCIAL, LLC DBA VANTAGE REAL ESTATE**, a [Utah Limited Liability Company] (“Broker”).

District and Broker may be referred to individually as a “Party” and collectively as the “Parties.”

1. PURPOSE

The District desires to retain Broker to provide on-call commercial real estate brokerage and advisory services, and Broker desires to provide such services, subject to the terms and conditions of this Agreement.

2. TERM

2.1 Initial Term. The initial term of this Agreement begins on the Effective Date and continues for one (1) year unless terminated earlier under this Agreement.

2.2 Renewal. The District may renew this Agreement for additional one-year terms upon mutual written agreement of the Parties, subject to availability of funds and District approval requirements.

3. SERVICES; ENGAGEMENT LETTERS

3.1 On-Call Services. Broker shall provide commercial real estate brokerage and advisory services as requested by the District, which may include support related to acquisitions, dispositions, leases, joint ventures, development, transaction structuring, consulting, and financing support.

3.2 Engagement Letters Required. Broker shall provide services **only** when authorized by the District in a written engagement letter executed by the District (“Engagement Letter”). Each Engagement Letter shall describe, at a minimum:

- scope of services;
- schedule (if applicable);
- deliverables (if applicable);
- compensation; and
- any transaction-specific terms.

Engagement Letters may include hourly, commission-based, or other lawful compensation structures, and may include not-to-exceed limits. An Engagement Letter template is attached as Exhibit 1.

3.3 **No Verbal Authorization.** Verbal authorizations are not binding. Broker shall not begin work until an Engagement Letter is executed by the District.

3.4 **Non-exclusive.** Nothing in this Agreement creates an exclusive relationship. The District may obtain similar services from other providers.

4. KEY PERSONNEL

4.1 **Designated Lead Broker.** Broker shall assign a designated lead broker responsible for coordination and performance.

4.2 **Substitution.** Broker shall not materially substitute key personnel identified in Broker's proposal without the District's prior written approval.

5. COMPENSATION

5.1 **Authorized Compensation Only.** Broker shall be compensated only as expressly authorized in this Agreement and/or in an Engagement Letter.

5.2 **Not-to-Exceed / Caps.** The District will not pay amounts exceeding any stated not-to-exceed amount or other compensation cap without prior written approval by the District.

5.3 **No Unauthorized Fees / Third-Party Compensation.** No commission, success fee, or third-party compensation may be earned or received in connection with District assignments unless disclosed and approved in advance in writing by the District.

5.4 **Invoicing.** Unless otherwise provided in an Engagement Letter, Broker shall submit invoices monthly. Invoices must include sufficient detail to support charges.

6. TERMINATION

6.1 **Termination for Convenience.** The District may terminate this Agreement or any Engagement Letter for convenience upon 30 days written notice.

6.2 **Termination for Cause.** Either Party may terminate this Agreement for material breach that remains uncured 10 calendar days after written notice.

6.3 **Return of Work Product.** Upon termination, Broker shall promptly provide the District all District work product and District information related to any engagement(s).

7. LICENSING; COMPLIANCE WITH LAW; NONDISCRIMINATION

7.1 **Licenses.** Broker shall maintain all required Utah licenses and professional qualifications to provide the services.

7.2 **Compliance With Law.** Broker shall comply with all applicable federal, state, and local laws and regulations.

7.3 **Nondiscrimination.** Broker shall comply with applicable federal and Utah nondiscrimination laws.

8. CONFLICTS OF INTEREST; FAIR DEALING

8.1 **Disclosure.** Broker shall disclose any actual or potential conflict of interest promptly in writing.

8.2 **Approval Required.** Broker shall not proceed with any conflicted assignment without the District's written consent.

8.3 **No Undisclosed Third-Party Compensation.** Broker shall not accept compensation from third parties relating to a District assignment unless disclosed and approved in writing by the District.

9. RECORDS; CONFIDENTIALITY; GRAMA; SECURITY

9.1 **Confidential Information.** Broker shall protect non-public District information obtained in connection with the services ("Confidential Information") and shall not disclose it except as authorized by the District or required by law.

9.2 **Security Protocols.** Broker shall comply with District security protocols provided in writing (as may be updated).

9.3 **GRAMA.** Broker acknowledges the District is subject to the Utah Government Records Access and Management Act ("GRAMA"), and that procurement and contract records may be subject to disclosure as required by law.

9.4 **Records.** Broker shall maintain records reasonably necessary to document compliance with this Agreement and applicable Engagement Letters.

10. OWNERSHIP OF WORK PRODUCT

10.1 **District Ownership.** All reports, analyses, data, and other work product created for the District in connection with an engagement ("Work Product") shall be the District's property upon payment of amounts properly due.

10.2 **Retention of Copies.** Broker may retain copies only as required for professional or legal recordkeeping, subject to confidentiality obligations.

11. INDEPENDENT CONTRACTOR; NO AUTHORITY TO BIND

Broker is an independent contractor and not an employee of the District. Broker has no authority to bind the District unless expressly authorized in writing by the District.

12. SUBCONTRACTORS; THIRD-PARTY COSTS

Broker shall not retain subcontractors or incur third-party costs chargeable to the District without the District's prior written approval.

13. INDEMNIFICATION

To the extent permitted by Utah law, Broker shall defend, indemnify, and hold harmless the District and its officers, trustees, employees, and agents from claims, demands, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of Broker's performance of services, except to the extent caused by the District's negligence. This obligation survives termination.

14. INSURANCE

Broker shall maintain, at its expense, insurance coverage meeting or exceeding the following minimums (or such higher limits as the District may reasonably require based on risk and engagement type):

- **Automobile:** \$250,000 / \$500,000 (non-District vehicles)
- **Professional Liability / E&O:** \$2,000,000 each occurrence / \$3,000,000 aggregate
- **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate

Broker shall provide certificates of insurance upon request.

15. AVAILABILITY OF FUNDS

The District's obligations are subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.

16. ASSIGNMENT

Broker may not assign this Agreement without the District's prior written consent.

17. BOYCOTT RESTRICTION CERTIFICATION

Broker certifies it is not engaged in a boycott of Israel and will comply with Utah Code § 63G-27-201 during the term of this Agreement.

18. GOVERNING LAW; VENUE; GOVERNMENTAL IMMUNITY

Utah law governs this Agreement. Venue for any action relating to this Agreement shall be in a court of competent jurisdiction in Utah. Nothing in this Agreement waives the District's governmental immunity.

19. ENTIRE AGREEMENT; MODIFICATIONS; ORDER OF PRECEDENCE

19.1 Entire Agreement. This Agreement (together with any Engagement Letters) constitutes the entire agreement of the Parties regarding the subject matter.

19.2 Modifications. Modifications must be in writing and signed by both Parties.

19.3 Order of Precedence. In the event of a conflict, the order of precedence is: (1) Engagement Letter; (2) this Agreement.

20. NOTICES

Notices under this Agreement must be in writing and delivered by personal delivery, certified mail, or email (with confirmation of delivery) to the addresses below (or other addresses designated by written notice).

DISTRICT:

Washington County Water Conservancy District
533 E. Waterworks Drive
St. George, UT 84770
Attn: General Manager
Email: Zach@wcvcd.gov

BROKER:

Kemp Commercial, LLC Dba Vantage Real Estate
50 E 100 S, Suite 101
St. George, UT 84770
Email: steve@vantagecre.com

21. SIGNATURES

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

KEMP COMMERCIAL, LLC DBA VANTAGE REAL ESTATE

Signed by:
By: Zach Renström, General Manager
503507B4F0AE4E7...

Name/Title: Zachary Renstrom, General Manager

Date: 3/24/2026

DocuSigned by:
By: Steve Kemp
741BE3BE002D47D...

Name/Title: Steve Kemp, Owner & Principal Broker

Date: 3/23/2026

Exhibit 1 to On-Call Commercial Real Estate Brokerage Services Agreement

Form of Engagement Letter

This Engagement Letter (“Engagement Letter”) is issued under and governed by the **On-Call Commercial Real Estate Brokerage Services Agreement** dated _____, 2026 (the “Agreement”), by and between Washington County Water Conservancy District (“District”) and **KEMP COMMERCIAL, LLC Dba VANTAGE REAL ESTATE** (“Broker”). Capitalized terms not defined herein have the meanings set forth in the Agreement.

1. Engagement Title / Assignment Name

Engagement Title: _____
District Project/Reference No. (if any): _____

2. Description of Services (Scope)

Broker shall perform the following services (“Services”):

- _____
- _____
- _____

Deliverables (if applicable):

- _____
- _____

3. Authorized Personnel

Broker’s designated lead broker for this Engagement Letter is:

Name: _____ **License No.:** _____

Other key personnel (if any):

- _____

4. Schedule / Term

Start Date: _____

End Date (if any): _____

Milestones/Deadlines (if any):

- _____

5. Compensation and Payment Terms

Compensation for the Services under this Engagement Letter shall be as follows (check one and complete):

Hourly Rates:

- Lead Broker: \$ _____/hour
- Other personnel: \$ _____/hour
- **Not-to-Exceed Amount:** \$ _____ (including approved expenses, if any)

Commission / Success Fee (Transaction-Specific):

- Commission Rate: _____%
- Transaction Description (property/asset): _____
- Commission Trigger (e.g., closing/settlement): _____
- Commission Cap (if any): \$ _____
- Disclosure/approval of third-party compensation: Yes No (must be “Yes” if applicable)

Other (describe):

Expenses / Reimbursables:

- No reimbursable expenses are authorized.
- Reimbursable expenses are authorized only if pre-approved in writing by District, as follows:

6. Special Terms (If Any)

(Examples: confidentiality handling for deal documents, communication protocols, required approvals before offers/counter offers, etc...)

- _____
- _____

7. District Contract Administrator

The District’s point of contact for this engagement is:

Name/Title: Dinah Neumann, Procurement Administrator

Email/Phone: 435.673.3617

8. Approval / Authorization

Broker shall not begin work until this Engagement Letter is signed by the District and Broker.

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

By: _____

Name/Title: Zachary Renstrom, General Manager

Date: _____

KEMP COMMERCIAL, LLC DBA VANTAGE REAL ESTATE

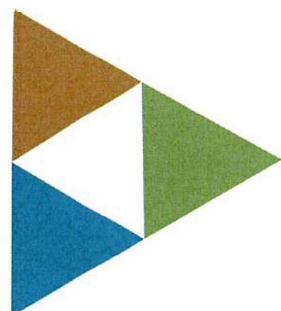
By: _____

Name/Title: Steve Kemp, Owner & Principal Broker

Date: _____

Cost Proposal – Real Estate Brokerage Services

Vantage Real Estate



vantage
real estate



Cost Proposal

Vantage Real Estate suggests a flexible approach to compensation based on the type of assignment.

Straight Purchase or Sale of Existing Land Parcels

We propose a traditional commission be paid, based on a percentage of the total sales price, payable at close of escrow for this type of assignment. The percentage will be negotiated between Vantage and WCWCD prior to acceptance of the assignment. By way of example, for smaller transactions of less than \$1,000,000, we anticipate commissions equal to 4%-6% of the final sale price. This amount needs to take into account the market commission rates in the brokerage market as Vantage Real Estate anticipates being a participating brokerage, in that we may agree to compensate others duly licensed real estate licensees that bring value to the proposed transaction in some form or other. Transactions over \$1,000,000, compensation will be negotiated between the parties on a commission, flat fee or monthly fee based on the complexity and size of the assignment.

Horizontal Development / Municipal Entitlement Assignments/ Joint Ventures

For these types of assignments, we propose a monthly retainer, to be negotiated between the parties prior to acceptance (anticipate \$3,000 - \$4,000) with an, also to be negotiated, final payment, based on completion of the assignment. These types of assignments will likely take at least 12-18 months but could be longer. Deal Structure may drive compensation on these assignments.

Research and Financial Analysis

We propose an hourly rate or piece meal rate for these types of assignments. Our affiliated group's hourly rates run from \$130 per hour to \$375 per hour based on the assigned party. We will always work to assign the lowest hourly rate individual that can complete the assignment in a timely and accurate manner.

In conclusion, the over-arching goal is to make sure both parties are satisfied with the arrangement and feel real value was added to the deal or transaction by Vantage Real Estate and all parties look forward to working together on the next assignment.

Washington County Water Conservancy District On-Call Commercial Real Estate Brokerage Services Agreement

This On-Call Commercial Real Estate Brokerage Services Agreement (“Agreement”) is made and entered into as of the 10 day of March 2026 (“Effective Date”), by and between:

Washington County Water Conservancy District, a Utah water conservancy district (“District”),
and **Brokers Commercial, LLC** Dba **NAI Excel**, a [Utah Limited Liability Corporation] (“Broker”).

District and Broker may be referred to individually as a “Party” and collectively as the “Parties.”

1. PURPOSE

The District desires to retain Broker to provide on-call commercial real estate brokerage and advisory services, and Broker desires to provide such services, subject to the terms and conditions of this Agreement.

2. TERM

2.1 Initial Term. The initial term of this Agreement begins on the Effective Date and continues for one (1) year unless terminated earlier under this Agreement.

2.2 Renewal. The District may renew this Agreement for additional one-year terms upon mutual written agreement of the Parties, subject to availability of funds and District approval requirements.

3. SERVICES; ENGAGEMENT LETTERS

3.1 On-Call Services. Broker shall provide commercial real estate brokerage and advisory services as requested by the District, which may include support related to acquisitions, dispositions, leases, joint ventures, development, transaction structuring, consulting, and financing support.

3.2 Engagement Letters Required. Broker shall provide services **only** when authorized by the District in a written engagement letter executed by the District (“Engagement Letter”). Each Engagement Letter shall describe, at a minimum:

- scope of services;
- schedule (if applicable);
- deliverables (if applicable);
- compensation; and
- any transaction-specific terms.

Engagement Letters may include hourly, commission-based, or other lawful compensation structures, and may include not-to-exceed limits. An Engagement Letter template is attached as Exhibit 1.

3.3 No Verbal Authorization. Verbal authorizations are not binding. Broker shall not begin work until an Engagement Letter is executed by the District.

3.4 **Non-exclusive.** Nothing in this Agreement creates an exclusive relationship. The District may obtain similar services from other providers.

4. KEY PERSONNEL

4.1 **Designated Lead Broker.** Broker shall assign a designated lead broker responsible for coordination and performance.

4.2 **Substitution.** Broker shall not materially substitute key personnel identified in Broker's proposal without the District's prior written approval.

5. COMPENSATION

5.1 **Authorized Compensation Only.** Broker shall be compensated only as expressly authorized in this Agreement and/or in an Engagement Letter.

5.2 **Not-to-Exceed / Caps.** The District will not pay amounts exceeding any stated not-to-exceed amount or other compensation cap without prior written approval by the District.

5.3 **No Unauthorized Fees / Third-Party Compensation.** No commission, success fee, or third-party compensation may be earned or received in connection with District assignments unless disclosed and approved in advance in writing by the District.

5.4 **Invoicing.** Unless otherwise provided in an Engagement Letter, Broker shall submit invoices monthly. Invoices must include sufficient detail to support charges.

6. TERMINATION

6.1 **Termination for Convenience.** The District may terminate this Agreement or any Engagement Letter for convenience upon 30 days written notice.

6.2 **Termination for Cause.** Either Party may terminate this Agreement for material breach that remains uncured 10 calendar days after written notice.

6.3 **Return of Work Product.** Upon termination, Broker shall promptly provide the District all District work product and District information related to any engagement(s).

7. LICENSING; COMPLIANCE WITH LAW; NONDISCRIMINATION

7.1 **Licenses.** Broker shall maintain all required Utah licenses and professional qualifications to provide the services.

7.2 **Compliance With Law.** Broker shall comply with all applicable federal, state, and local laws and regulations.

7.3 **Nondiscrimination.** Broker shall comply with applicable federal and Utah nondiscrimination laws.

8. CONFLICTS OF INTEREST; FAIR DEALING

8.1 **Disclosure.** Broker shall disclose any actual or potential conflict of interest promptly in writing.

8.2 **Approval Required.** Broker shall not proceed with any conflicted assignment without the District's written consent.

8.3 **No Undisclosed Third-Party Compensation.** Broker shall not accept compensation from third parties relating to a District assignment unless disclosed and approved in writing by the District.

9. RECORDS; CONFIDENTIALITY; GRAMA; SECURITY

9.1 **Confidential Information.** Broker shall protect non-public District information obtained in connection with the services ("Confidential Information") and shall not disclose it except as authorized by the District or required by law.

9.2 **Security Protocols.** Broker shall comply with District security protocols provided in writing (as may be updated).

9.3 **GRAMA.** Broker acknowledges the District is subject to the Utah Government Records Access and Management Act ("GRAMA"), and that procurement and contract records may be subject to disclosure as required by law.

9.4 **Records.** Broker shall maintain records reasonably necessary to document compliance with this Agreement and applicable Engagement Letters.

10. OWNERSHIP OF WORK PRODUCT

10.1 **District Ownership.** All reports, analyses, data, and other work product created for the District in connection with an engagement ("Work Product") shall be the District's property upon payment of amounts properly due.

10.2 **Retention of Copies.** Broker may retain copies only as required for professional or legal recordkeeping, subject to confidentiality obligations.

11. INDEPENDENT CONTRACTOR; NO AUTHORITY TO BIND

Broker is an independent contractor and not an employee of the District. Broker has no authority to bind the District unless expressly authorized in writing by the District.

12. SUBCONTRACTORS; THIRD-PARTY COSTS

Broker shall not retain subcontractors or incur third-party costs chargeable to the District without the District's prior written approval.

13. INDEMNIFICATION

To the extent permitted by Utah law, Broker shall defend, indemnify, and hold harmless the District and its officers, trustees, employees, and agents from claims, demands, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of Broker's performance of services, except to the extent caused by the District's sole negligence. This obligation survives termination.

14. INSURANCE

Broker shall maintain, at its expense, insurance coverage meeting or exceeding the following minimums (or such higher limits as the District may reasonably require based on risk and engagement type):

- **Automobile:** \$250,000 / \$500,000 (non-District vehicles)
- **Professional Liability / E&O:** \$2,000,000 each occurrence / \$3,000,000 aggregate
- **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate

Broker shall provide certificates of insurance upon request.

15. AVAILABILITY OF FUNDS

The District's obligations are subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.

16. ASSIGNMENT

Broker may not assign this Agreement without the District's prior written consent.

17. BOYCOTT RESTRICTION CERTIFICATION

Broker certifies it is not engaged in a boycott of Israel and will comply with Utah Code § 63G-27-201 during the term of this Agreement.

18. GOVERNING LAW; VENUE; GOVERNMENTAL IMMUNITY

Utah law governs this Agreement. Venue for any action relating to this Agreement shall be in a court of competent jurisdiction in Utah. Nothing in this Agreement waives the District's governmental immunity.

19. ENTIRE AGREEMENT; MODIFICATIONS; ORDER OF PRECEDENCE

19.1 Entire Agreement. This Agreement (together with any Engagement Letters) constitutes the entire agreement of the Parties regarding the subject matter.

19.2 Modifications. Modifications must be in writing and signed by both Parties.

19.3 Order of Precedence. In the event of a conflict, the order of precedence is: (1) Engagement Letter; (2) this Agreement.

20. NOTICES

Notices under this Agreement must be in writing and delivered by personal delivery, certified mail, or email (with confirmation of delivery) to the addresses below (or other addresses designated by written notice).

DISTRICT:

Washington County Water Conservancy District
533 E. Waterworks Drive
St. George, UT 84770
Attn: General Manager
Email: Zach@wcwcd.gov

BROKER:

Brokers Commercial, LLC DbA NAI Excel
243 E. St George Blvd Suite 200
St. George, Utah 84770
Email]: nwalter@naiexcel.com

21. SIGNATURES

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

BROKERS COMMERCIAL, LLC DbA NAI EXCEL

Signed by:
By: Zach Renstrom, General Manager
503507B4F0AE4E7...
Name/Title: Zachary Renstrom, General Manager

Date: 3/11/2026

DocuSigned by:
By: R. Neil Walter
6F0B96E61CA545A...
Name/Title: R. Neil Walter, CEO

Date: Mar-10-2026 | 14:55 PDT

Exhibit 1 to On-Call Commercial Real Estate Brokerage Services Agreement

Form of Engagement Letter

This Engagement Letter (“Engagement Letter”) is issued under and governed by the **On-Call Commercial Real Estate Brokerage Services Agreement** dated _____, 2026 (the “Agreement”), by and between Washington County Water Conservancy District (“District”) and **Brokers Commercial, LLC Dba NAI Excel** (“Broker”). Capitalized terms not defined herein have the meanings set forth in the Agreement.

1. Engagement Title / Assignment Name

Engagement Title: _____
District Project/Reference No. (if any): _____

2. Description of Services (Scope)

Broker shall perform the following services (“Services”):

- _____
- _____
- _____

Deliverables (if applicable):

- _____
- _____

3. Authorized Personnel

Broker’s designated lead broker for this Engagement Letter is:

Name: _____ **License No.:** _____

Other key personnel (if any):

- _____

4. Schedule / Term

Start Date: _____

End Date (if any): _____

Milestones/Deadlines (if any):

- _____

5. Compensation and Payment Terms

Compensation for the Services under this Engagement Letter shall be as follows (check one and complete):

Hourly Rates:

- Lead Broker: \$ _____/hour
- Other personnel: \$ _____/hour
- **Not-to-Exceed Amount:** \$ _____ (including approved expenses, if any)

Commission / Success Fee (Transaction-Specific):

- Commission Rate: _____%
- Transaction Description (property/asset): _____
- Commission Trigger (e.g., closing/settlement): _____
- Commission Cap (if any): \$ _____
- Disclosure/approval of third-party compensation: Yes No (must be “Yes” if applicable)

Other (describe):

Expenses / Reimbursables:

- No reimbursable expenses are authorized.
- Reimbursable expenses are authorized only if pre-approved in writing by District, as follows:

6. Special Terms (If Any)

(Examples: confidentiality handling for deal documents, communication protocols, required approvals before offers/counter offers, etc.)

- _____
- _____

7. District Contract Administrator

The District’s point of contact for this engagement is:

Name/Title: Dinah Neumann, Procurement Administrator _____

Email/Phone: 435.673.3617 _____

8. Approval / Authorization

Broker shall not begin work until this Engagement Letter is signed by the District and Broker.

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

By: _____
Name/Title: Zachary Renstrom, General Manager
Date: _____

BROKERS COMMERCIAL, LLC Dba NAI EXCEL

By: _____
Name/Title: R. Neil Walter, CEO
Date: _____

Certificate Of Completion

Envelope Id: 97884A26-5270-4758-AE0A-9DA29047754F

Status: Completed

Subject: Complete with Docusign: Commercial Real Estate Brokerage Agreement-NAI Excel.pdf.pdf

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 0

Dinah Neumann

AutoNav: Enabled

dinah@wcwcd.gov

Envelopeld Stamping: Enabled

IP Address: 67.2.164.69

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Dinah Neumann

Location: DocuSign

3/11/2026 11:18:01 AM

dinah@wcwcd.gov


Signer Events

Zach Renström, General Manager

zach@wcwcd.gov

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

503507B4F0AE4E7...

Signature Adoption: Pre-selected Style

Using IP Address: 199.21.205.148

Timestamp

Sent: 3/11/2026 11:22:38 AM

Viewed: 3/11/2026 11:29:50 AM

Signed: 3/11/2026 11:30:17 AM

Electronic Record and Signature Disclosure:

Accepted: 3/11/2026 11:29:50 AM

ID: 2da2fdfd-5305-472c-9b78-b62da3ae1018

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2026 11:22:38 AM
Certified Delivered	Security Checked	3/11/2026 11:29:50 AM
Signing Complete	Security Checked	3/11/2026 11:30:17 AM
Completed	Security Checked	3/11/2026 11:30:17 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington County Water Conservancy District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington County Water Conservancy District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusignadmin_na1@kahua.com

To advise Washington County Water Conservancy District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusignadmin_na1@kahua.com and in the body of such request you must state:

your previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington County Water Conservancy District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusignadmin_na1@kahua.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington County Water Conservancy District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusignadmin_na1@kahua.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington County Water Conservancy District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington County Water Conservancy District during the course of your relationship with Washington County Water Conservancy District.



February 17, 2026

Washington County Water Conservancy District
 C/O Dinah Neumann
 Procurement Contact
 533 E. Waterworks Drive
 St. George, UT 84770
 Email: dinah@wcwcd.gov

R. Neil Walter, CFA
 direct 435 627 5720
 nwalter@naiexcel.com

243 E St. George Blvd
 #200
 St. George, UT 84770

7455 Union Park Avenue
 Ste A
 Midvale, Utah 84047

2901 Ashton Blvd Ste 102
 Lehi, Utah 84043

6064 S Durango Dr.
 Las Vegas, NV 89113

1390 E Bitters Rd
 San Antonio, TX 78216

Cost Proposal

Thank you for the opportunity to assist with the Washington County Water Conservancy District.

If retained by the District to perform an analysis, research, or other real estate advisory or consulting services, NAI agrees to keep all such materials and work product confidential, including and in accord with the terms of any confidentiality agreements that may have been or may be entered into by Client.

Compensation will be a fee of 4% payable to NAI Excel for the disposition, acquisition, lease, option or joint venture of real property, unless the parties agree to other terms in writing. In the event that real estate professionals other than R. Neil Walter seek compensation for representing other parties in the transaction, the compensation will be negotiated at that time.

In the event hourly work is required, it will be billed at an hourly rate as follows:

R. Neil Walter, \$500 per hour
 Michelle Walter, \$250 per hour
 Additional support team, \$250 per hour
 Other actual expenses as incurred

The District shall not be required to provide a retainer, nor will it be billed for hourly work without direction and authorization from the District's representative. If engaged on an hourly basis, NAI will bill all out-of-pocket expenses related to this engagement. Expenses shall include all reasonable costs incurred in connection with the services provided as part of this engagement (e.g., travel expenses, production of documents, postage and shipping, marketing expenses, etc.)

Representation

Client designates R. Neil Walter and NAI Excel as its agent. NAI acknowledges fiduciary duties to the Client as a result of this relationship.

If designated as its agent, NAI Excel acknowledges fiduciary duties to the District as a result of this relationship. As agent, R. Neil Walter will have a responsibility to represent the seller's interests and owes fiduciary duties of loyalty, full disclosure, confidentiality and reasonable care

to the District. Although representing the District, the agent is, by law, responsible to all prospective buyers to treat them with honesty, fair dealing, and with good faith.

The District also acknowledges that NAI or one of its agents may now, or in the future, also be agents for another party in the same transaction. Under this scenario, NAI would become a limited agent, where NAI has duties to both parties, however, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other party. NAI agrees to notify the Client of any limited agency situations as they arise. The Client is advised that it is not obligated to accept a limited agency situation.

The parties agree that any potential liability for work NAI undertakes on this matter will be limited to the fees paid to NAI. The approach to the engagement both an advisory and a transactional role as directed by the District. We will do our best to respond to the real estate needs specified by the District depending on the nature of the assignment.

A sample listing agreement is provided for reference. We are open to using District forms and templates as directed.

Sincerely,



R. Neil Walter, CFA
CEO
UT:5483438-BB00 | NV:BS.1001167 | ID:DB39053



April 6, 2026

Scott Messel, Director
Washington County Community Development Department
197 East Tabernacle
St. George, Utah 84770

SUBJECT: Onpala Resort Will-Serve Letter

Dear Mr. Messel,

This letter confirms that the Washington County Water Conservancy District (district) is willing to be the retail water provider for the proposed Onpala Resort project, subject to the fulfillment of the obligations set forth in the district's Rules and Regulations and Design and Construction Standards and Specifications and based on the understanding that the subdivision will consist of up to **71 short-term rental units, one commercial pool, and one restaurant**. This letter does not extend above these listed amounts or to any other development.

The district does not guarantee water will be available for the subdivision or committed to any connection until a building permit is applied for and all applicable fees have been paid.

The developer will be required to show compliance with all requirements set forth in the district's Rules and Regulations, Design and Constructions Standards and Specifications, as well as all applicable local, state, and federal laws and regulations and all other requirements of law.

The developer must meet all conditions required by Ash Creek Special Service District in order for the district to approve the final plat.

All system additions not covered by impact fees must be paid for in full by the developer prior to the signing of the final plat. All financial arrangements must be satisfactory to the district, which may include a requirement that all construction costs be paid in advance. Developer/subsequent owners will immediately begin paying standby fees upon recording of the final plat.

The district will make the determination in its discretion as to the adequacy of the Developer's fulfillment of the requirements for service set forth herein. The district recognizes that there may be unique circumstances applicable to this proposed development. If any information acquired hereafter contradicts the information this letter is based upon, this letter is not valid.

This letter shall be valid for one year

The district's final commitments must be set forth in writing. The district reserves the right at all times to amend any applicable rules, regulations, and policies.

Respectfully,

Zach Renstrom
General Manager
zach@wcvcd.gov

cc: J. Paul Wright, P.E., District Engineer, Utah Department of Environmental Quality
Mike Chandler, P.E., Superintendent, Ash Creek Special Service District
Reed Lerner, Onpala Resort
Robert Babbage, Onpala Resort

**MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT AND WASHINGTON COUNTY REGARDING
PARK IN CENTRAL**

This Memorandum of Understanding (MOU) is made and entered into effective April 6th 2026, by and between Washington County Water Conservancy District (District), and Washington County (County) together the “parties.”

I. Background.

Washington County Water Conservancy District purchased land in the area of Washington County known as Central. The land was purchased to protect the ground water and well head protection zone.

The community wishes to build a public park east of Hunter Lane road and directly north of the existing fire station. The District is willing to allow a park to be built upon the District land depicted on Exhibit A, subject to the terms and conditions set forth in this agreement.

II. Purpose.

The purpose of this MOU is to set forth the terms and conditions upon which a park may be constructed and how the future park will be managed.

III. Specific Terms.

A. Construction of the Park and Related Infrastructure.

1. The County may enter into agreements with third parties of its choosing to construct and maintain a park and the recreation facilities at the cost of third parties or others. The third parties may install any related infrastructure needed outside the park including but not limited to water, and power infrastructure. The District will provide easements to the County, and a temporary construction easement to a third party, for the needed utility infrastructure.
2. The County shall afford the District the right to review and approve the construction and management plan. The District reserves the right to adjust the construction and management plan help ensure that it protects the ground water and wellhead protection zone and complies with local, state and federal requirements for groundwater protection.
3. Subject to agreements between the County and any third party, the third parties are responsible for funding any recreation area enhancements. No enhancements may be made without the District’s prior written approval signed by an authorized representative.

B. Water Protection.

1. The primary purpose of the District’s ownership of the land is to protect the ground water in this area and the well head protection zone. The District reserves all rights to control

the land for these purposes as well as any other District purposes, and the rights of the County under this MOU are subordinate to the rights of the District.

2. Construction and use of recreational facilities on this land is a secondary and incidental use. Management and use of the recreational facilities shall not inhibit, preclude, or otherwise interfere with any actions taken by the District or persons or entities on behalf of the District to manage the land for its purposes, including but not limited to protecting the groundwater and wellhead protection zone.
3. The District may require temporary or permanent closure of recreation facilities and restrict public access when the District determines in its sole discretion that it is necessary or advantageous for the District's purposes, including but not limited to the management of the ground water and well head. In such events, the District will give the County and any designated third parties the best notice practical under the circumstances.
4. The District may modify or require the County to modify recreation facilities if it determines such modification is necessary or advantageous for groundwater management or other District purposes. In such events, the District will confer with the County as to the modifications so as to remain consistent with recreational use to the extent practical, and the County will modify its agreement with any third party to reflect the modifications.
5. The District reserves the right to construct, modify, install or place any facility or infrastructure it determines is necessary.
6. **Septic systems are prohibited.** Any facilities that produce wastewater are subject to the review and approval of the District in its discretion.
7. Any improvements to the land must be approved by the District.

C. Recreation Management

1. The County will be responsible for the use of the Property for a park but may assign construction and management responsibilities to third parties subject to District approval of the third party. The District hereby approves use of the Central Community Park Nonprofit as the initial third party assigned construction and management responsibilities. The County remains responsible to the District for use of the Property even if assigned to third parties.
2. The District is not responsible for any funding necessary for construction or management of the park and recreation facilities. Any agreement between the County and third parties will provide for dedicated funding for these purposes in its annual budget.
3. County duties:
 - a. The County will supervise the contracting and performance of third parties for park construction and maintenance.
 - b. The County will maintain roads and trails.
4. Duties assignable by the County to third parties:
 - a. Third parties will perform and fund the operations, maintenance and repair of the park and recreation facilities. If third parties do not fund and provide the necessary services, the County, in its sole discretion, may seek formation of a special service district with the power to enact fees, special assessments, or tax levies on property owners to cover the cost to perform the rights, duties, and responsibilities related to the Park.

- b. Third parties will provide fire mitigation and weed abatement.
 - c. The annual budget of third parties shall include dedicated funding for recreation management, operations, maintenance and repair of the park and recreation facilities.
- 5. The District, its officers, agents, volunteers, and employees shall have full access to and over all areas and facilities.
- 6. The privileges granted herein to the County, or by the County to any third party, are subject to:
 - a. Existing rights, privileges, or interests in land including but not limited to easements and rights of way, and
 - b. Any easements or rights of way that the District is subject to or that are hereafter conveyed by the District.
- 7. If any third party defaults on its agreement with the County or is dissolved, the County shall assume the responsibility under this agreement to manage and operate the park and recreation facilities, or remove the park.
- 8. In the event the park or recreation facilities need to be removed, the County may assign the removal and its cost to a third party. If the third party is unable to pay or perform, the County will remove the park.
- 9. The County or a third party shall install a sign with language to be approved by the District stating that the land is owned by the Washington County Water Conservancy District and that the area is protected to safeguard the water source. The sign shall also require that individuals help protect the groundwater in this area.
- 10. Any third party under contract with the County shall maintain a liability insurance policy and list the District as an additional insured and the County as a certificate holder.

D. Safety

- 1. Any third party shall be responsible for the safety of the general public.
- 2. Any third party shall ensure the enforcement of applicable laws and regulations to protect the health and safety of persons, and preserve law and order in the interest of public safety, including but not limited to rules and regulations for the use of the park and recreation facilities.
- 3. Any third party shall ensure that there is no interference with District facilities or functions resulting from authorized or unauthorized use of the park or recreation facilities.

IV. **General Terms.**

1. Authority. The laws authorizing the District and the County to enter into this MOU and engage in the activities described herein include but are not limited to their general contracting powers, Utah Code Sections 17-50-302 (General County Powers), 11-13-101 et seq. (Interlocal Cooperation Act), 17B-1-101 et seq. (Local District Powers), and 17B-2a-1001 et seq. (Water Conservancy District Act).

2. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this MOU.

3. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this MOU in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.

4. Authorization. Each individual executing this MOU represents and warrants to the others that they are duly authorized to sign this MOU in the capacity and for the entities set forth herein.

5. Counterparts. This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6. Utah Law to Govern. This MOU has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

7. Inducement. The making and execution of this MOU has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.

8. Integration. All agreements heretofore made in the negotiation and preparation of this MOU between the parties are superseded by and merged into this MOU, no statement or representation not embodied herein shall have any binding effect upon the parties, and there shall be no amendments hereto except those in writing signed by the parties.

9. Time is of the Essence. Time is of the essence with regard to this MOU as to each covenant, term, condition, representation, warranty and provision hereof.

10. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this MOU and which are necessary and proper to make effective the provisions of this MOU.

11. Partial Validity. If any portion of this MOU shall be held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible:

- a. The remainder of this MOU shall be considered valid and operative, and,
- b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

12. Ambiguities. This MOU has been negotiated and drafted by all parties and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this MOU.

13. No Third-Party Beneficiaries. This MOU is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this MOU at any time or in any manner. Nothing in this MOU is intended to relieve or discharge the obligation or liability of any third persons to any party to this MOU.

14. Laws and Regulations. Any and all actions performed pursuant to this MOU will comply fully with all applicable Federal, State and local laws and regulations.

15. Equal Opportunity Clause. The parties shall abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities and that prohibit sexual harassment in the work place.

16. Binding on Successors in Interest. This MOU shall bind the parties hereto and their successors, heirs, assigns and representatives.

17. Assignment. Except as specifically set forth above, no rights or obligations of the County under this MOU shall be assigned without the prior written consent of the District. This MOU is voidable and subject to immediate cancellation by the District in the event any third party constructing or maintaining the park becomes insolvent, or upon the third party filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

18. Indemnity Clause. The County agrees to defend, indemnify, save harmless, and release the District and all its officers, agents, volunteers, and employees from and against any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, liability, and expenses whether accrued, absolute, contingent or otherwise, including, without limitation, attorney fees and costs (whether or not suit is brought) and other liabilities of every kind, nature and description, which arise out of this MOU, including but not limited to those that are caused in whole or in part by the negligence or intentional conduct of the County's officers, agents, volunteers, or employees, but not for claims arising from the District's sole negligence.

The District shall give notice to the County to provide indemnification promptly after receiving actual knowledge of any claim for which indemnity may be sought, and shall permit the County to assume the defense of any such claim, or any litigation resulting from it, provided that counsel for the County, who shall conduct the defense of the claim or litigation, shall be approved by the District (whose approval shall not unreasonably be withheld), and provided further that the failure of the District to give the required notice shall not relieve the County of its obligations under the MOU unless the failure to give notice is materially prejudicial to the County's ability to defend the action. Notwithstanding the foregoing, however, if the District reasonably determines that there may be a conflict between the positions of the County and of the District in connection with the defense of an action, suit, investigation, inquiry or other proceeding, or that there may be legal defenses available to the District different from or in addition to those available to the County, then counsel for the District shall be entitled to conduct a defense to the extent it reasonably determines necessary to protect the interest of the District, and the County shall be required to reimburse the District for all costs of the defense, and (ii) in any other event, the District, at its own expense shall be entitled to have counsel of its choice participate in, though not to conduct, the defense. The County, in the defense of any claim or litigation, shall not consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to the District of a release from all liability in respect to the claim or litigation. The right of indemnification provided herein shall be in addition to any rights to which the District may otherwise be entitled.

19. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or County, as the case may be, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY
DISTRICT

ATTN. General Manager
533 East Waterworks Drive
St. George, UT 84770

WASHINGTON COUNTY
ATTN. County Administrator
111 East Tabernacle
St George, UT 84770

20. Term. This Agreement shall become effective upon the date of the last signature of this document and remain in effect until March 31, 2031, unless otherwise terminated by the District in accordance with the provisions of this Agreement, or by either party pursuant to Paragraph 21 herein.

21. Termination. Unless expressly stated otherwise herein, this MOU may be terminated without cause by either party, in advance of the specified termination date, upon 120 days' written notice being given to the other party. Such termination shall be without prejudice to any claim for damages or other remedy for such breach.

22. Waiver. The waiver by any party to this MOU of a breach of any provision of this MOU shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this MOU. Any waiver shall be in writing and signed by the waiving party.

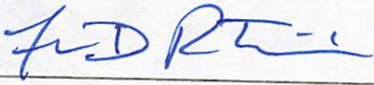
23. Attorney's fees. Should either party default on any covenant or obligation under this MOU, each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, incurred in enforcing or terminating this MOU or in pursuing any remedy provided herein or by applicable law, whether by suit or otherwise.

24. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this MOU. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Neither party shall be entitled to lost profits, or consequential, indirect, incidental, special, exemplary, or punitive damages.

25. Immunity. Nothing in this MOU shall be construed to waive the sovereign immunity of the District or the County. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this MOU on the date first above written.

**WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT:**

By: 
Zach Renstrom, General Manager

WASHINGTON COUNTY:

By: 
Adam Snow, Commission Chair

ATTEST

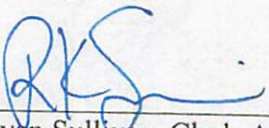

Ryan Sullivan, Clerk-Auditor

Exhibit A



WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

A RESOLUTION REGARDING REVISIONS TO THE PERSONNEL POLICY AND PROCEDURES MANUAL

WHEREAS, The Washington County Water Conservancy District Personnel Policy and Procedures regarding PTO and Compensatory Time Pay Outs, Jury and Witness Duty Leave, Observance of Juneteenth, and Assistance Program Policies

NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District amends the below sections of the Personnel Policy and Procedures Manual include the underlined language and omit the stricken language:

4.6 Compensatory Time

Accrued compensatory time off may be taken within a reasonable time of a non-exempt employee's request unless the timing unduly disrupts the operations of the District. Unused accrued compensatory leave for non-exempt employees will be paid out at termination in cash at a rate per hour which is the higher of the employee's hourly rate of the employee at the time of termination or his average regular rate for the last three years. [The compensatory time pay out at termination does not qualify as compensation on which a URS retirement contribution is paid.](#)

5.1.2 PTO is administered pursuant to the following:

- a. Benefited Employees are eligible to accrue PTO immediately upon hire. Unbenefited employees do not accrue PTO. To determine whether you are a benefitted employee, please see the classification table on page 3 (Administration: Classification Employment).
- b. PTO accrual is based on the number of regular hours worked and the years of continuous employment as of the employee's anniversary date with the District as shown above. To attract highly qualified individuals with work experience, the General Manager may approve prior years of service for new employees.
- c. Employees expected to manage their PTO responsibly. No payments will be made in lieu of taking PTO, except as outlined in the Sell-Back Policy, at the time of termination or retirement, or when otherwise approved by the General Manager.
- d. If a holiday observed by the District falls within a scheduled PTO period, that holiday will not be counted as PTO but rather as a holiday.
- e. PTO needs to be approved, in advance by the employee's supervisor. In the case of sudden illness or emergency, PTO may be applied retroactively if approved by the employee's supervisor. PTO may only be applied retroactively for unapproved tardiness or absences if approved by the employee's supervisor, but such application does not excuse the tardiness or absence.

- f. PTO does not accrue during unpaid leave or leave during which an employee receives compensation from any District sponsored program, such as disability, military or workers compensation leave.
- g. PTO may be taken in the same pay period it is accrued. PTO will not be considered as time worked for calculating overtime compensation.
- h. An employee who terminates employment with the District will receive payment for any unused accrued PTO. Generally, an employee's last physical day worked will be considered the termination date. PTO accrual will be given for the final pay period provided the employee works the entire pay period. It will be paid at the employee's current regular rate of pay. [The PTO pay out at termination does not qualify as compensation on which a URS retirement contribution is paid.](#)
- i. The Accounting Office keeps the official record of accrued PTO.

5.2 Sell-Back (Pay in Lieu of PTO)

Employees who accumulate 400 hours of PTO may sell back up to 100 hours annually. Human Resources will establish the date for PTO sell-back each year. To receive payment in lieu of PTO, an employee must complete a 'Sell Back Request' form and submit it to HR by the established deadline. The district will buy back PTO hours at the employee's current regular rate of pay. [Wages earned through PTO sell-back do qualify as compensation on which a URS retirement contribution is paid.](#)

5.4 Jury and Witness Duty Leave

If you are a benefitted employee who is summoned to jury duty, the District [provides up to 8 hours of your regular pay per calendar day](#) ~~continues your salary~~ during your active period of jury duty for up to thirty (30) days. You are also required to return to the District the allowance you receive from the court for such service. If you are not a benefitted employee, you are given time off without pay while serving jury duty. To determine whether you are a benefitted employee, please see the classification table on page 3 (Administration: Classification Employment).

All employees are allowed unpaid time off if summoned to appear in court as a witness.

To qualify for jury or witness duty leave, ~~you must submit to your General Manger~~ [submit](#) a copy of the summons to ~~serve~~ [appear to Human Resources](#) as soon as it is received. In addition, proof of service must be submitted to ~~your General Manager~~ [Human Resources](#) when your period of jury or witness duty is completed.

The District will ~~make no only~~ attempt to have your service on a jury postponed except ~~where~~ [when](#) business conditions necessitate such action. If such conditions are present, you will be requested to [notify the Court of](#) the District's concerns ~~known to the Court on the District's behalf~~.

5.8 Holidays

The following days have been designated by the District to be paid holidays:

New Year's Day	January 1st
Martin Luther King Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	3rd Monday of June June 19th
Independence Day	July 4th
Pioneer Day	July 24th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve (1/2 Day)	December 24th Afternoon
Christmas Day	December 25th
New Year's Eve (1/2 Day)	December 31st Afternoon

7. EDUCATION ASSISTANCE PROGRAM POLICIES

[The district encourages employees to pursue professional development to strengthen their skills, enhance job performance, and align with strategic goals. This policy outlines the guidelines for participating in and seeking reimbursement for continuing education activities.](#)

7.1 Continuing Education ~~Professional Workshops, Conferences, Training Programs and Seminars~~

The District will pay the cost of all approved professional workshops, seminars, [training programs](#), [certifications](#) and conferences. Prior approval of your supervisor is required.

7.2 Tuition Reimbursement for Job-Related Education

The General Manager may approve reimbursement of up to ~~100%~~ [50%](#) of an employee's education that the General Manager determines is sufficiently job-related to be of benefit to the District, and which the employee completes with a 'B-' or better grade.

Prior approval of the General Manager must be obtained before ~~reimbursement coursework is commenced~~s. To initiate the approval process, submit a completed Educational Reimbursement form to Human Resources.

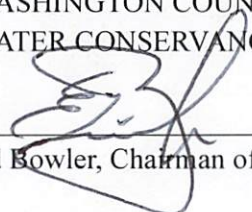
The General Manager shall establish a written requirement of repayment by the employee that applies if the employee terminates the employment relationship.

7.3 General Education Assistance

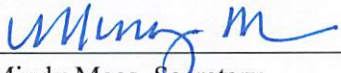
~~The General Manager may approve reimbursement of an employee's education that is not job-related in an amount not to exceed the annual maximum exclusion established by the Internal Revenue Code. The employee must complete the educational course with a 'B-' or better grade. Prior approval of the General Manager must be obtained before the reimbursement is commenced. The General Manager shall establish a written requirement of repayment by the employee that applies if the employee terminates the employment relationship.~~

DATED this 6th day of April, 2026

WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT:


Ed Bowler, Chairman of the Board

ATTEST:


Mindy Mees, Secretary

VOTING:

Ed Bowler	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Adam Bowler	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Rick Rosenberg	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Victor Iverson	Yea <input type="checkbox"/> No <input type="checkbox"/>
Michele Randall	Yea <input type="checkbox"/> No <input type="checkbox"/>
Kress Staheli	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Clark Fawcett	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>



Board of Trustees Meeting

April 6, 2026

Agenda

- Consider approval of Commercial Real Estate Brokerage Services Agreements and Task Orders with Kemp Commercial, LLC dba Vantage Real Estate and Brokers Commercial, LLC dba NAI Excel
- Presentation Harmony Farm's implementation of the Reserve Study
- Consider approval of will-serve letter for Onpala Resort
- Consider approval of Memorandum of Understanding with Washington County regarding a park in Central
- Consider a resolution of revisions of Personnel Policy Manual regarding PTO, comp time, jury duty and continuing education
- Manager's Report
- Request for a closed session to discuss the purchase of real property
- (Return to open session) Consider approval of purchase of real property
- Consider approval of March 2, 2026, board meeting minutes



1. Consider approval of Commercial Real Estate Brokerage Services Agreements and Task Orders with Kemp Commercial, LLC dba Vantage Real Estate & Brokers Commercial, LLC dba NAI Excel

- Zach Renstrom, WCWCD General Manager
- For Action



Vantage Real Estate and Brokers Commercial dba NAI Exel

- Land West of Sand Hallow Reservoir
- Gas Station on the south-east corner Sand Hollow Resort Pkwy
- Sand Hallow State Park





Sand Hallow State Parks



Legend

- Ownership**
- U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wild
 - National Park Service
 - Shiveits Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas
 - Mining Claim

Notes

6,018.7 0 3,009.33 6,018.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.





West of Sand Hallow



Legend

Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wild
- National Park Service
- Shivwits Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

Notes

3,009.3 0 1,504.66 3,009.3 Feet

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Commercial Real Estate Brokerage Services with Kemp Commercial LLC

- Anderson Junction –Highway commercial
- Various lots north of Sand Hallow Reservoir





Anderson Junction



Legend

- Parcels
- Ownership
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wide
 - National Park Service
 - Shivelts Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas
 - Mining Claim

Notes

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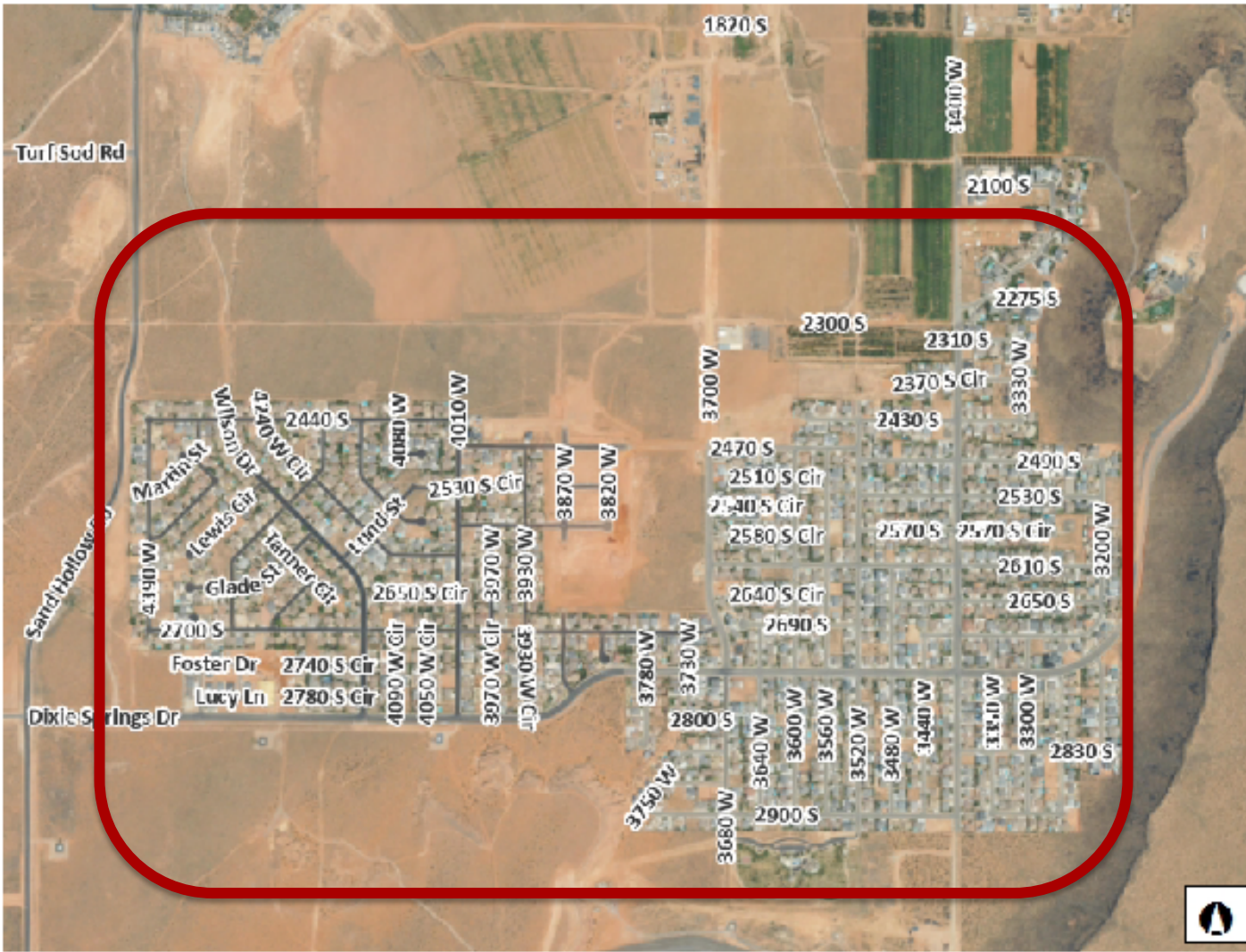
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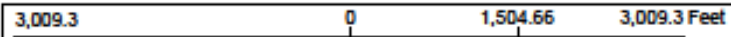
Individual lots



Legend

- Ownership**
- U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wild
 - National Park Service
 - Shivelts Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
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 - Mining Claim

Notes



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Item 1 - Recommendation

Move to approve the Commercial Real Estate Brokage Service Agreements with Kemp Commercial, LLC dba Vantage Real Estate and Brokers Commercial, LLC dba NAI Excel



2. Presentation Harmony Farm's implementation of the Reserve Study

- Emily Kagan, WCWCD, Operations & Technical Coordinator
- Carole Cragun, Harmony Farm's
- For discussion

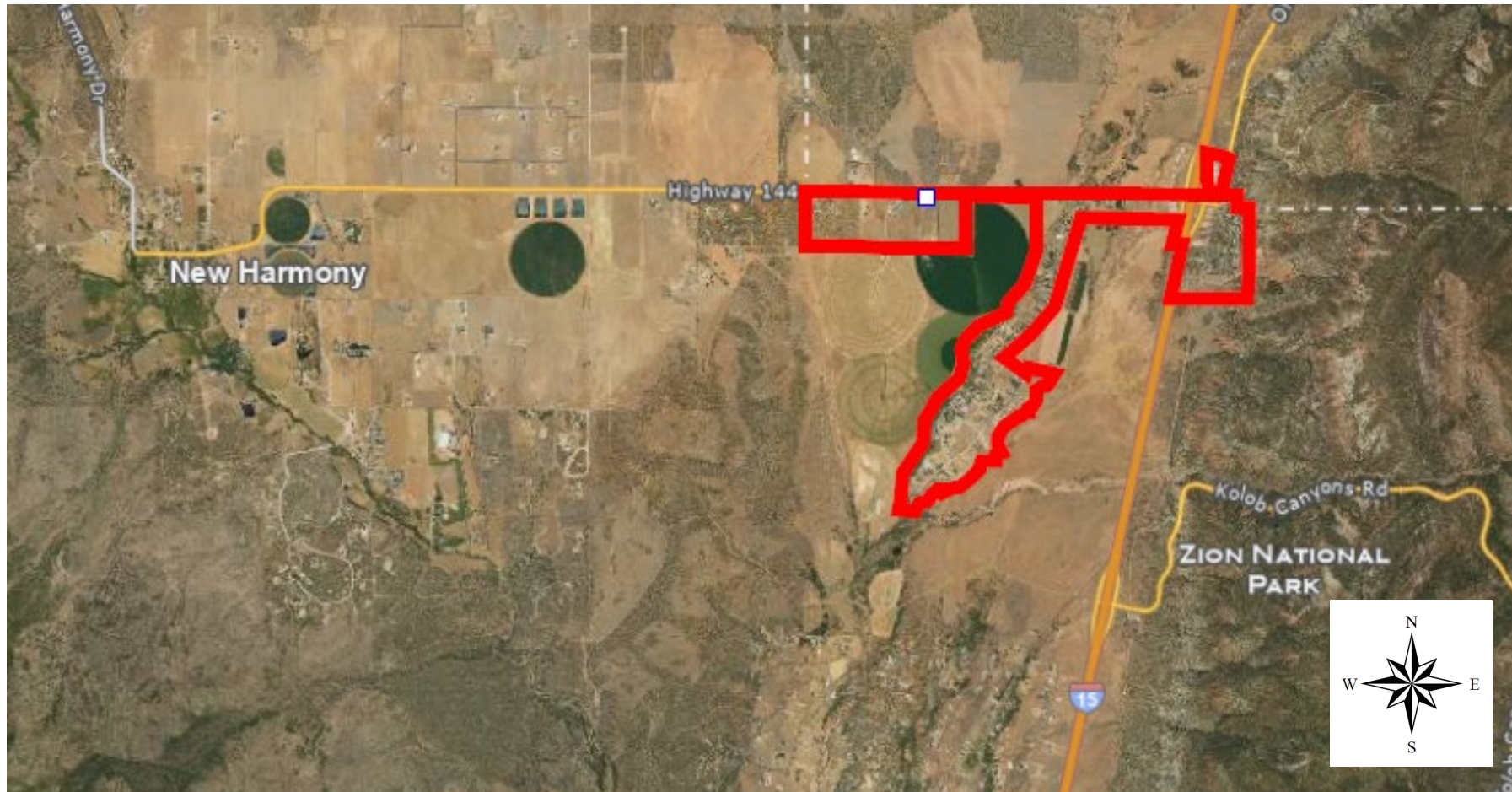


Small System Assistance – Reserve Study

- (2023) WCWCD made assistance available to Small Water Systems for a Reserve Study
- (2024) WCWCD awarded assistance to Harmony Farms Water Users Association
- Contracted Horrocks to conduct the study



Harmony Farms Water Users Association



Reserve Study – Harmony Farms

- Determined future repair and replacement costs
- Evaluated the user rate at time of study
- Identified additional costs to transfer to system users with a proposed rate increase (reserve rate)
- Provided guidance on implementing the reserve rate to meet the system's future maintenance needs



3. Consider approval of Will-Serve Letter for Onpala Resort

- Whit Bundy, WCWCD Staff Engineer
- For Action



Onpala Resort

- 71 short-term rentals
- One commercial pool
- One restaurant
- Will meet the Ultra Water Efficiency Standards & District Standards and Specifications



Onpala Resort

- MOU with the City of Virgin
- BLM permitting
- The developer will be responsible for the construction of the pipeline, tank, pump station and power lines.



Item 3 - Recommendation

Move to approve the Will-Serve Letter for Onpala Resort.



4. Consider approval of Memorandum of Understanding with Washington County regarding a park in Central

- Jodi Richins, WCWCD General Counsel
- For Action



Central Town Park

- Agreement with the Washington County
- Washington County will contract with non-profit



Item 4 - Recommendation

Move to approve the Memorandum of Understanding with Washington County regarding the park in Central



5. Consider a resolution of revisions of Personnel Policy Manual regarding PTO, comp time, jury duty and continuing education

- Dave Buckingham, WCWCD HR Manager
- For Action



Item 5 - Recommendation

Approve changes regarding:

- PTO and Compensatory Time Pay Outs
- Jury and Witness Duty Leave
- Observance of Juneteenth
- Assistance Program Policies



Item 5 - Recommendation

Move to approve revisions of Policy Manual regarding PTO, comp time, jury duty and continuing education

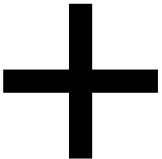
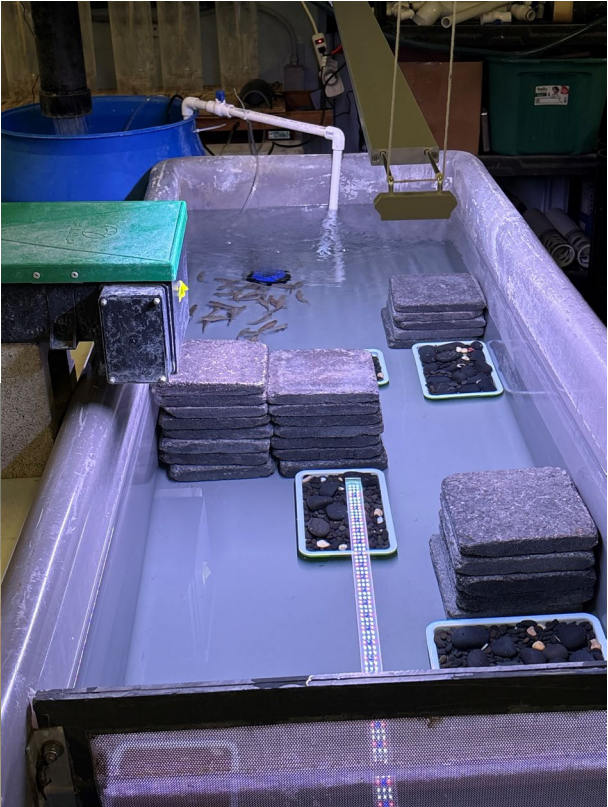
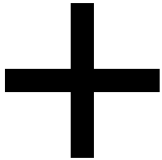
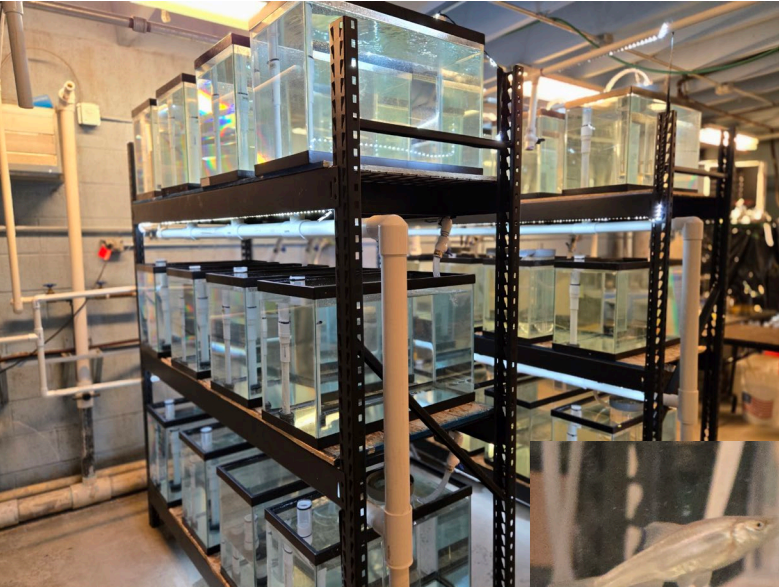


6. Manager's Report

- Zach Renstrom, WCWCD General Manager
- For discussion



Woundfin Status - UAAHRC



VIRGIN RIVER
PROGRAM



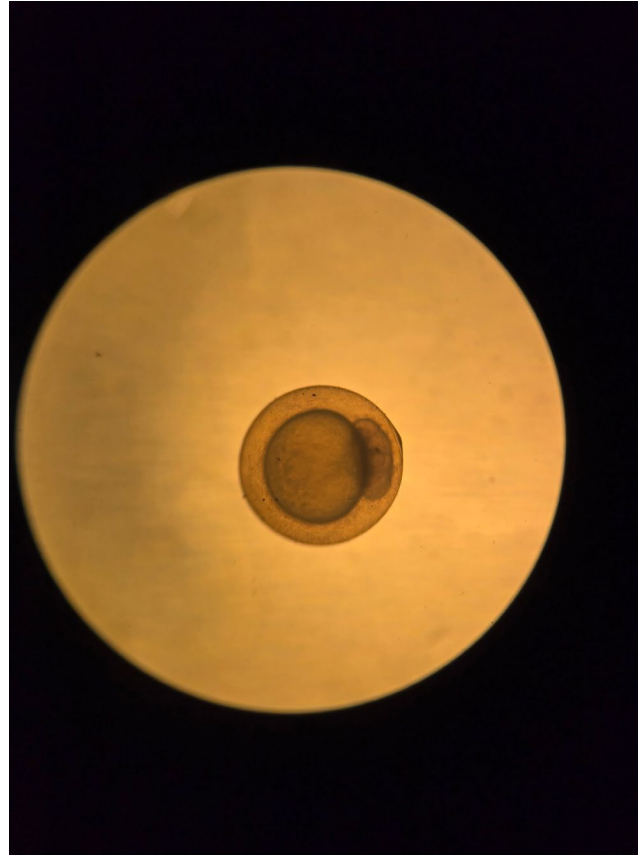
WILDLIFE RESOURCES



Woundfin Status - UAAHRC

- 28 adults
- 3/25 – 20 eggs
- 3/26 – 77 eggs
- 3/27 - ~1,000 eggs
- 4/2 - ~ 2,500 eggs

- About 20-30% eye up



7. Request a closed session to discuss purchase of real property

- For discussion



8. (Return to open session) Consider approval of purchase of real property

- Zach Renstrom, WCWCD General Manager
- For Action



Item 8 - Recommendation

Move to approve the purchase of real property that was discussed in the closed session



9. Consider approval of March 2, 2026 board meeting minutes

- Ed Bowler, WCWCD Chairman
- For Action



Item 9 - Recommendation

Move to approve March 2, 2026 board meeting minutes



Thank you for participating in this board meeting



wcwcd.gov



info@wcwcd.gov

