



Meeting date: August 3, 2026
Time: 6:00 pm
Location: 533 East Water Works Drive, St. George Utah 84770
Participants: Board members Ed Bowler, Rick Rosenberg, Clark Fawcett, and Victor Iverson. Adam Bowler, Michele Randall, and Kress Staheli were not present. District staff included Zach Renstrom, general manager; Mindy Mees, secretary; Jodi Richins, general counsel; Brie Thompson and Corey Cram, associate general managers. Other meeting attendees as noted on the attached sign-in sheet.

Public hearing to establish the retail water rate schedule for Silver Cliffs Subdivision

The District's Finance Manager Jacob Sullivan explained that the Silver Cliffs Subdivision, located in the Town of Leeds, has previously been approved by the Board to receive retail water service from the District. The purpose of this public hearing is to present the proposed retail water rate schedule for the subdivision and the accompanying resolution adopting that schedule.

Mr. Sullivan explained that the subdivision is located on the east side of Leeds. It is a fairly large development that will be constructed in six phases over the next several years. When completed, it will include several hundred residential lots, along with parks, open space, and other amenities.

Mr. Sullivan said that staff recommends modeling Silver Cliffs' rate schedule on the District's existing Casa de Oro retail water system, which already serves customers in the Leeds area. As the Silver Cliffs system comes online and additional lots are developed, the District will be able to gather operational and usage data, conduct ongoing rate analyses, and make adjustments to the rates as needed over time.

The proposed rate schedule is shown in the graph below.

Monthly Water Fee Schedule

Rate per 1,000 gallons	Gallons
\$20.00 minimum fee for each connected user	N/A
\$2.00	1 – 12,000 gallons
\$2.50	12,001 – 17,000 gallons
\$3.00	17,001 – 22,000 gallons
\$3.50	22,001 – 27,000 gallons
\$6.00	27,001 – 32,000 gallons
\$10.00	Over 32,000 gallons



Other Fees and Charges

Fee or Charge	Rate
Water Surcharge Rate	\$15.00 per 1,000 gallons for usage over 290,000 gallons in any calendar year
Water Development Surcharge	\$1.75 per month per ERC
Excess Water Use Surcharge	An additional \$10.00 per 1,000 gallons for everything over 8,000 gallons per month
Late Fee	As provided in Utah Code
Interest Rate	As provided in Utah Code
Minimum Fee for Resumption of Service	\$100.00
¾" Meter Connection Fee	\$400.00



After Mr. Sullivan concluded his presentation, Chairman Ed Bowler opened the hearing for public comment.

There were no comments, and the public hearing was closed.

Consider a resolution establishing the retail water rate for Silver Cliffs Subdivision

Trustee Victor Iverson made a motion to approve the resolution adopting the retail water rate schedule for Silver Cliffs Subdivision as presented, effective August 3, 2026, the motion was seconded by Trustee Rick Rosenberg, 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>

Victor Iverson *Yes*

Consider authorizing a conservation easement on a portion of District property as mitigation required by the Army Corp of Engineers for Washington City's Sullivan Park erosion control project

Steve Meisner, Local Coordinator for the Virgin River Program, presented a request for Board authorization to grant a conservation easement on a portion of District-owned property to serve as mitigation for the U.S. Army Corps of Engineers requirements associated with Washington City's Sullivan Soccer Park erosion control project.

Mr. Meisner explained that the erosion control project is located along the Virgin River adjacent to Sullivan Soccer Park and requires wetland mitigation to offset project impacts. The proposed conservation easement would encompass approximately 1.23 acres of District-owned property, satisfying the Army Corps required 3:1 mitigation ratio for impacted wetlands.

Mr. Meisner said that the mitigation area would require the removal of accumulated sediment to restore the wetland habitat.

Mr. Meisner explained that suitable mitigation sites along the Virgin River are becoming increasingly limited because many have already been utilized for previous projects, particularly for emergent wetland habitat, which is in short supply.

Mr. Meisner stated that the affected parcels were purchased by the District in 2007 at the request of the Virgin River Program due to their potential value as habitat for the Southwestern Willow Flycatcher. Because the property lies within the floodplain and floodway, it has limited development potential and is well suited for long-term conservation purposes.

Trustee Victor Iverson made a motion to authorize staff to negotiate a conservation easement on the Washington County Water Conservancy District property to facilitate Washington City mitigation, the motion was seconded by Trustee Clark Fawcett and all voted aye.

Consider approval of a Memorandum of Understanding for WCWCD Funding for Woundfin Care and Production

Steve Meisner explained that a group of endangered woundfin minnows had previously been transferred from a federal hatchery in New Mexico to the Utah Division of Wildlife Resources (DWR) hatchery in Logan, where the propagation program has been successful. Mr. Meisner also stated that the first adult woundfin observed in the Virgin River in two years had recently been documented, providing encouraging evidence that the species remains present in the river.

Mr. Meisner said that the Logan hatchery is currently maintaining approximately 4,000 to 5,000 juvenile woundfin produced from approximately 300 adult fish through an intensive propagation program. Unlike traditional pond-based propagation methods that rely on natural reproduction,

the current approach involves controlled incubation and rearing of eggs and young fish, which has significantly improved production but also increased operating costs.

Mr. Meisner stated that District staff and the Utah Division of Wildlife Resources had developed a proposal under which the District would contribute approximately \$70,000 annually, with a 4% annual increase, to help support the intensive propagation program.

In return, the U.S. Fish and Wildlife Service would provide the District with mitigation credits that could be applied to future District projects requiring environmental mitigation, including river crossings, pipelines, or future water infrastructure projects. He explained that the mitigation credits would remain available until used, even if the District later chose to terminate the agreement.

Mr. Meisner concluded that the proposed agreement would provide long-term conservation benefits while creating a cost-effective source of environmental mitigation credits for future District projects.

Trustee Rick Rosenberg made a motion to approve the memorandum of understanding for the Washington County Water Conservancy District funding for Woundfin care and production, the motion was seconded by Trustee Clark Fawcett and all voted aye.

Consider supporting federal legislation authorizing the conveyance of certain federal lands for water reuse and water supply infrastructure

Mr. Renstrom explained that the District is planning several major infrastructure projects, many of which are located on Bureau of Land Management (BLM) property. He said that obtaining approvals to construct facilities on federal land has become increasingly difficult and time-consuming. As an example, he referenced a recent power line installation at the water treatment plant that required months of BLM approval before work could proceed.

Mr. Renstrom explained that a previous federal bill sponsored by Congresswoman Celeste Maloy would have directed the federal government to sell specific parcels of land to the District. That legislation ultimately failed because it became tied to unrelated issues in Nevada. The District is now working with Utah's congressional delegation to pursue a new federal bill.

As part of that process, the Board is being asked to authorize the General Manager to submit an official letter requesting the land transfers

Mr. Renstrom emphasized that the request is intended to be transparent and to clearly identify the parcels being sought and their intended purposes. He also addressed previous public concerns, clarifying that the requested properties are not related to the Lake Powell Pipeline, but are needed for existing and future District infrastructure.

The requested parcels include land for:

- A future pond associated with the Veyo Irrigation Company's pressurized irrigation system.

- Graveyard Wash facilities.
- Access road and well site near Diamond Valley.
- Property surrounding Quail Creek Reservoir and the water treatment plant, where the District currently holds rights-of-way but seeks simple ownership fees.
- A proposed pumped-storage hydroelectric facility south of Hurricane.
- Access road for the Sullivan well field near Leeds
- Property surrounding Chief Toquer Reservoir, currently under a BLM right-of-way.
- Well sites associated with the Cotton Wells.

Mr. Renstrom reviewed the acreage requested for each parcel, explaining that the amounts identified represent the minimum acreage necessary to meet the District's operational and infrastructure needs. He said that the Bureau of Land Management (BLM) may recommend minor adjustments to parcel boundaries, if necessary, to facilitate the land transfer process. He also explained that the proposed legislation follows a model already used in Nevada, where Congress directs how proceeds from federal land sales are spent. Under the proposal, proceeds from the land sales would primarily be dedicated to conservation projects, habitat restoration, and other purposes determined by Congress and the U.S. Department of the Interior.

Trustee Clark Fawcett made a motion to authorize a letter supporting the conveyance of certain federal lands for water reuse and water supply infrastructure, the motion was seconded by Trustee Victor Iverson and all voted aye.

Consider approving an amendment to the Interlocal Agreement and Lease Regarding Kolob Reservoir and Management of Kolob Reservoir Facility

Whit Bundy, Staff Engineer, provided background on the District's camping program at Kolob Reservoir. He explained that while camping has historically occurred around the reservoir, visitation and recreational use increased significantly during and following the COVID-19 pandemic. This increase raised concerns regarding public safety, wildfire risk, and protection of water quality.

Mr. Bundy explained that the District and Washington County entered into an interlocal agreement in 2021 to establish a managed camping program. Under the agreement, the District agreed to provide designated campsites and a reservation system, increase the number of public restrooms around the reservoir, and provide camp hosts to manage the camping areas and assist with enforcing county and state fire restrictions. Washington County agreed to provide liability insurance coverage for the camping facilities.

Mr. Bundy said that the agreement was amended in 2022 to extend its term. The current agreement is scheduled to expire on October 31, 2026.

The proposed Second Amendment would extend the term of the interlocal agreement through October 31, 2028. Mr. Bundy stated that this is the only change included in the amendment.

Trustee Victor Iverson made a motion to approve the amendment to the interlocal agreement and the lease regarding Kolob Reservoir and management of Kolob

Reservoir facility, the motion was seconded by Trustee Rick Rosenberg and all voted aye.

Consider a resolution authorizing a grant application for the Bureau of Reclamation's WaterSMART Enhancing Water Resources Projects for the Quail Creek Hydro Bypass dissipating value replacement .

Mr. Meismer explained that under normal operations, water is conveyed through the main Quail Creek pipeline into the Quail Creek Hydro Plant to generate power.

Mr. Meismer explained that the nearby pump-back station is used during the summer to gravity-feed water from Sand Hollow through the Quail Creek pipeline. The water is delivered to irrigation users, including the Hurricane area and a nearby golf course, while the remaining water continues downstream through the Hurricane Hydroelectric Plant. Mr. Meismer said that this operational approach provides several benefits, including:

- Increasing flows in the Virgin River, which helps lower water temperatures for fish habitat.
- Providing irrigation users with cleaner water that reduces sediment buildup and pipe fouling.
- Maximizing the beneficial use of available water while generating hydroelectric power.

Mr. Meismer explained that during summer storm events, flows can exceed the amount of water needed for pump-back operations. Under the current configuration, when flows are too low for efficient hydroelectric generation but too high for pump-back operations, the District is unable to divert water into Quail Creek Reservoir or Sand Hollow Reservoir.

Mr. Meismer explained that when the pump-back system was originally constructed, it included a dissipation valve that allowed water to bypass the hydroelectric plant when necessary. However, due to sediment and operating conditions, the valve has deteriorated and has become difficult to maintain.

The proposed project would replace the existing dissipation valve, providing the District with greater flexibility in managing water deliveries and reservoir operations. Mr. Meismer noted that the improvement would enhance the District's ability to capture and store water during varying flow conditions, potentially allowing an additional 20 to 30 cubic feet per second (cfs) to be diverted to storage when conditions permit.

The estimated total project cost is approximately \$378,000. The District is seeking funding through the Bureau of Reclamation's WaterSMART program under a 75% federal / 25% District cost-share, consisting of:

- Federal grant funding: approximately \$283,000
- District contribution: approximately \$95,000

Mr. Meisner explained the type of dissipation valve proposed for installation and explained that the project would provide multiple benefits, including:

- Improved operational flexibility for managing water deliveries.
- Increased storage opportunities for Sand Hollow Reservoir.
- Continued support for pump-back operations.
- Benefits to endangered fish habitat by helping maintain appropriate river flows and temperatures.

Mr. Renstrom clarified that the proposed resolution only authorizes the District to apply for the Bureau of Reclamation WaterSMART grant. He explained that if the grant is awarded and the project moves forward, the construction contract and final project costs will be brought back to the Board for review and approval before construction begins.

Trustee Rick Roenberg made a motion to approve the resolution to allow the District to submit an application for Reclamation's Water Smart Grant for Quail Hydro Bypass Dissipating Valve Replacement Project, the motion was seconded by Trustee Victor Iverson, 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>Victor Iverson</i>	<i>Yes</i>

Consider approval of a construction agreement for the TSWS to Chief Toquer pump station project

Reuse Program Manager Morgan Drake explained that this project is the construction of a new pump station at the TSWS Pond.

Ms. Drake explained that the Confluence Park Water Reclamation Facility has been completed, and construction is beginning on a pipeline connecting that facility to the new La Verkin Pond. In the coming years, the District will connect the TSWS Pond and La Verkin Pond, creating a fully integrated East Side Reuse System. Once complete, this system will allow reclaimed water to be conveyed from Confluence Park all the way to Chief Toquer Reservoir.

Ms. Drake explained that the primary purpose of the TSWS Pond Pump Station is to pump Toquerville Springs water into Chief Toquer Reservoir during the non-irrigation season. In the future, once the connection between La Verkin Pond and TSWS Pond is completed, the pump station will also be used to convey reclaimed water through the integrated reuse system. This is a critical component of the District's long-term East Side Reuse System and an exciting milestone in the project.

This project includes three primary components:

- Construction of additional pipeline,

- Construction of the new TSWS Pond Pump Station, and
- Installation of pipeline connecting the pump station to the TSWS Pond.

Those components complete the improvements needed for this phase of the project.

Trustee Victor Iverson said that thought the because of its high quality, the Toquerville Springs water was intended to be used in the drinking water system. Ms. Drake responded that the system is designed to provide flexibility and will operate differently depending on the season. During the irrigation season, water from Chief Toquer Reservoir will flow by gravity through the Toquer Pipeline and be delivered from the TSWS Pond into the Toquerville Secondary Water System. That exchange allows the District to preserve Toquerville Springs water for use in the drinking water system, which is the preferred use because of its high quality. If there is excess Toquerville Springs water beyond the potable system's needs, the District will have the ability to store that water. Once stored within the reuse system, it would no longer be considered potable water.

The primary objective is to maximize the use of Toquerville Springs water for potable water while providing operational flexibility to store surplus water when it is available.

Ms. Drake explained that the project received 10 competitive bids. Interstate Rock submitted the lowest responsive bid, which came in under the project budget.

Ms. Drake said that staff is pleased with the bid results and recommends awarding the contract to Interstate Rock.

Trustee Clark Fawcett made a motion to approve the construction agreement with Interstate Rock Products for the TSWS to Chief Toquer Pump Station project in the amount of \$2,110,745, the motion was seconded by Trustee Victor Iverson and all voted aye.

Consider approving the conveyance of property near Sand Hollow Reservoir to Hurricane Valley Fire District for fire and training station

Mr. Renstrom explained that this item had previously been presented to the Board as a proposed 99-year lease with the Hurricane Valley Fire District for property located at the entrance to Sand Hollow Reservoir. The site is adjacent to the park entrance station and the Utah State Parks maintenance and storage facility, where the Fire District plans to construct a new fire station. He reminded the Board that it had previously authorized staff to proceed with the lease agreement. However, during the Fire District's bond financing process, it was determined that a long-term lease would not satisfy the bonding requirements. As a result, the proposed transaction has been revised from a lease to a property sale.

Mr. Renstrom stated that the overall terms of the agreement remain substantially the same. The Fire District would make a one-time payment of \$100,000, and as additional consideration, it would waive certain existing and future fees that could otherwise be charged to the District.

To facilitate the transaction, the District would convey the property to the Fire District by quitclaim deed. The deed will include protective covenants designed to safeguard the underlying groundwater recharge area, including restrictions on storing hazardous chemicals and conducting activities that could negatively impact the aquifer. Mr. Renstrom emphasized that the groundwater table in this area is only a few feet below the surface, making aquifer protection a critical component of the agreement.

Mr. Renstrom also said that the deed will contain a reversionary clause, allowing ownership of the property to revert to the District if the agreed-upon conditions are violated. Mr. Renstrom stated that he does not anticipate any issues with the Fire District complying with these requirements.

Trustee Clark Fawcett made a motion to approve the conveyance of property near Sand Hollow Reservoir to Hurricane Valley Fire District for construction of a fire and training station, the motion was seconded by Trustee Rick Rosenberg and all voted aye.

Consider approving a Memorandum of Understanding for infrastructure-related projects near Diamond Valley, including water and sewer systems

Mr. Renstrom provided background on the District's ongoing planning efforts for future water and sewer service in Diamond Valley. He reminded the Board that it had previously approved the acquisition of wells and water rights for a future water system in the area, as well as the design of a sewer transmission line connecting Diamond Valley to the City of St. George's sewer system.

Mr. Renstrom explained that the developer, Kirk Willey, had approached the District with an alternative proposal that would reduce the District's upfront capital costs. Rather than having the District construct the infrastructure and later recover those costs through impact fees, the developer has proposed to finance and construct the required facilities. Under the proposal, the developer would:

- Acquire the necessary water rights.
- Construct the water system, including wells, pipelines, storage tanks, and related infrastructure, in accordance with District standards.
- Construct the sewer transmission line connecting Diamond Valley to St. George City's sewer system at The Ledges.
- Transfer ownership of the completed water and sewer infrastructure to the District after construction and acceptance.

Mr. Renstrom said that the District would inspect the facilities throughout construction to ensure they meet District specifications before accepting ownership and assuming long-term operation and maintenance responsibilities.

Mr. Renstrom said that the District has had preliminary discussions with St. George City, which has tentatively agreed to allow a limited number of sewer connections to its system. While the developer would still be responsible for paying St. George City's applicable sewer impact fees,

no District impact fees would be required because the developer would be constructing the District's infrastructure.

Mr. Renstrom emphasized that the proposal remains preliminary. The property is currently zoned for agricultural use, and the developer would still need to obtain the necessary zoning approvals from Washington County before the project could proceed. He also noted that discussions had been held regarding the possibility of annexation by St. George City, but City representatives indicated they are not interested in annexing the area at this time.

Mr. Renstrom explained that the requested Board action would authorize staff to negotiate an agreement under which the developer would construct the water and sewer infrastructure to District standards and, upon completion and acceptance, transfer ownership of the systems to the District for ongoing operation and maintenance.

Trustee Iverson asked for clarification, stating that his understanding was that the Board's action is simply to authorize the developer to pursue construction of the proposed water and sewer infrastructure, while recognizing that the developer would still need to complete the required approvals and work with the appropriate agencies before the project could move forward.

Mr. Renstrom confirmed that the developer would still be required to obtain all necessary approvals from Washington County, including approval of construction plans and related development requirements. He also noted that the agreement with St. George City regarding sewer connections has not yet been finalized and would need to be completed before the project can proceed.

Trustee Fawcett asked for clarification regarding the District's future role, stating that he assumed this arrangement would mean the District would become the retail water operator for the Diamond Valley water system once the infrastructure is completed and transferred to the District.

Trustee Fawcett also asked whether St. George City would provide the retail sewer service, or if the arrangement would function more as a wholesale service.

Scott Taylor responded that the agreement would be between St. George City and the District. Under the proposed arrangement, St. George City would operate and maintain the sewer system, while the District would handle customer billing and collection of sewer fees. The District would then remit the collected fees to St. George City on a monthly basis.

Mr. Renstrom explained that the District currently operates the existing sewer system in Dammeron Valley. He clarified that, for that system, the District handles operations while utilizing Ash Creek Sewer District for maintenance services as needed. When maintenance or repairs are required, the District contracts with Ash Creek Sewer District and pays them an hourly rate for the work performed.

For the proposed Diamond Valley sewer system expansion, Mr. Renstrom stated that the District's preference would be to have St. George City provide sewer system operations and maintenance services, with the District compensating the City for those services.

Trustee Iverson asked if the developer is to provide the water. Mr. Renstrom confirmed that the developer would be responsible for providing the necessary water rights, wells, storage tank, and other required infrastructure. He explained that the developer would essentially be responsible for constructing and completing the entire water system to District standards before transferring ownership and operation to the District.

Trustee Rosenberg asked about impact fees. Mr. Renstrom explained that because the developer would be responsible for providing the necessary water system infrastructure, including the required water rights and facilities, the developer would not be required to pay District water impact fees. He noted that the developer would be contributing to the infrastructure that the impact fees would typically help fund.

Mr. Renstrom also said that the same concept would apply to the sewer system. However, the developer would still be responsible for paying St. George City for sewer treatment services and for transporting the sewer through St. George City's system.

Trustee Fawcett commented that he had spoken with Mayor Catlin from Toquerville regarding the Silver Cliffs project. He stated that Mayor Catlin questioned the difference between the Diamond Valley proposal and the Solaris project, noting that in the Diamond Valley proposal the District would be involved in retail operations, while avoiding a retail role was one of the concerns raised with the Solaris project.

Trustee Clark acknowledged that there are differences between the projects, including that Diamond Valley is not located within an annexation area and does not currently involve a city providing services. However, he expressed concern that the proposal still moves the District toward a retail service role. He said that he believes the District should remain focused on its role as a wholesale water provider and that the District should strive for consistency in how it approaches these types of agreements.

Chairman Bowler asked whether the District has any obligation or requirement to provide service in this situation and questioned where any such obligation would fall whether with the District or with Washington County.

Mr. Renstrom responded that under the current circumstances, the developer could potentially form a private water company, which could create additional challenges for both the District and future residents.

Mr. Renstrom said that the State of Utah has been moving toward a regionalization approach and has made it increasingly difficult for new private water companies to be established. He referenced previous situations, such as Angell Springs and Homespun, where private systems have created additional regulatory and operational challenges.

Mr. Renstrom also explained that the District's involvement in these types of projects provides an alternative that allows development to occur while avoiding the creation of new private water systems and the associated regulatory issues. He stated that this approach is one of the reasons the District has become involved in providing regional water solutions.

Trustee Victor Iverson explained that Washington County has also implemented requirements related to water availability during the zoning process. He stated that when a developer applies for a zone change, the county now asks whether there is an existing water supply or a reasonable expectation that water will be available by the time building permits are issued.

Trustee Iverson noted that this requirement is similar to the District's process and represents a change from previous practices, where zoning approvals could move forward before confirming water availability. He explained that the county now requires that water availability consideration be addressed earlier in the development process.

Trustee Fawcett commented that, for consistency purposes, he would prefer the District obtain a written letter from the Mayor and City Council of St. George confirming that the City does not intend to annex the Diamond Valley area.

Trustee Rosenberg commented that he would also like to see an engineering study completed for the proposed system. He said that the study should evaluate the necessary infrastructure requirements and be reviewed by District staff to provide a recommendation to the Board regarding whether the proposed system is adequate.

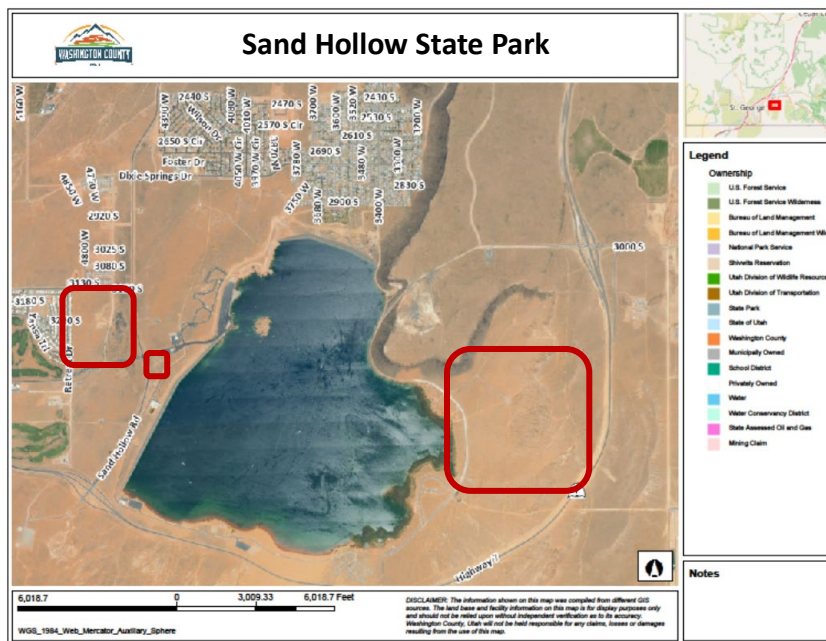
Trustee Rosenberg also said that the review should include an evaluation of the proposed water rights, including verification of the rights and the ability to deliver the water associated with those rights to serve the development.

Trustee Rick Rosenberg made a motion to approve staff to negotiate and bring back an agreement for board approval with developer Kirk Willey for the construction and future operation of a water and sewer system in Diamond Valley, the motion was seconded by Trustee Victor Iverson and all voted aye.

Consider authorizing the disposition of surplus Water District land

Mr. Renstrom explained that the Board has discussed these properties several times. This item is the formal action required under Utah law regarding the proposed disposition of District-owned land.

The map identifies the three parcels under consideration:



- **The eastern parcel**, located near Sand Hollow Reservoir, is within the State Park. This property has development potential, and the District would work closely with Utah State Parks and Hurricane City throughout the process. The intent is to receive development proposals, which would be evaluated jointly by the District, Hurricane City, and State Parks before any decisions are made.
- **The middle parcel** is intended for the construction of a gas station. The goal is to provide a convenient fueling location so boaters are not fueling on the lake, which improves both safety and environmental protection. This property would be made available through a lease rather than a sale.
- **The western parcel** is property that staff recommends declaring surplus and offering for sale.

Mr. Renstrom said that the District previously retained the services of Neil Walter to assist with the disposition process. The action before the Board tonight is simply to satisfy the requirements of Utah law by authorizing public notice that these properties may be distributed.

Mr. Renstrom also said that it is important to emphasize that this action does **not** authorize the sale or lease of any property. Any proposal received whether for a purchase or a lease will be brought back to the Board for review and final approval. This action simply provides the required public notice that the District intends to consider the disposition of these parcels.

Trustee Victor Iverson asked if this is something that state law encourages public entities to do with surplus property or is declaring and disposing of surplus property simply the District's objective in this case. Mr. Renstrom responded that State law does not require or encourage a

public entity to dispose of surplus property. Rather, it establishes the process that must be followed if a public entity chooses to do so.

In this case, the process begins with a 45-day public notice stating the District's intent to sell or lease the identified properties. During that time, interested parties may submit proposals outlining their intended use or offer. Those proposals will be reviewed by the appropriate committee, and any recommended sale or lease will then be brought back to the Board for final consideration and approval.

Mr. Renstrom said that before any proposal comes to the Board, it will first be reviewed by a review committee. The committee will include representatives from Hurricane City, Utah State Parks, and the District. The committee will evaluate each proposal and determine whether it is suitable to move forward. Any proposal recommended by the committee will then be presented to the Board for final consideration and approval.

Trustee Victor Iverson made a motion to approve the authorization of the disposition of surplus land as shown in the maps, the motion was seconded by Trustee Clark Fawcett and all voted aye.

Consider approving the abandonment of an existing easement

Mr. Renstrom explained that there is a property located in Santa Clara between the two bridges that cross the Santa Clara River. The property was recently purchased, and as part of the transaction, the new owner obtained an ALTA survey. The survey identified multiple easements held by the Water District across the property.

The District originally acquired an easement in this location and installed a pipeline within it. However, during the 2005 floods, the pipeline was washed out and displaced. When the Santa Clara River was later reconstructed and armored with riprap, the District relocated the pipeline behind the riprap and obtained a new easement where the pipeline is currently located.

The property owner has requested that the District abandon the original easement, since it no longer contains any District facilities. On the map, the easement requested for abandonment is highlighted in yellow. The larger highlighted area represents the existing easement where the pipeline is now located.

Mr. Renstrom discussed this request with District staff and staff reported that there is no reason to retain the original easement. The District also coordinated with the City of St. George, as this pipeline is jointly operated with St. George. St. George City's staff likewise confirmed that there is no need to retain the abandoned easement.

Since the District no longer has infrastructure within the original easement and has no anticipated future need for it, staff recommends abandoning the easement.

Trustee Rick Rosenberg made a motion to approve the formal removal of the abandoned easement along the Santa Clara river between Gates Lane and Chapel Street, the motion was seconded by Trustee Victor Iverson and all voted aye.

Discussion regarding the District assuming operational control of the Angell Springs water system.

Zach Renstrom provided a follow-up report regarding the Angell Springs water system, following the Board's discussion at the previous meeting about potential options for operating the system.

Mr. Renstrom reported that he contacted the state of Utah to determine whether additional funding might be available for the project. The State indicated that no additional funding sources are currently available. Mr. Renstrom reminded the Board that if the District were to assume ownership and operation of the Angel Springs system, the estimated cost would exceed \$4 million.

Mr. Renstrom reported that District staff also evaluated potential funding options to recover the cost of the necessary improvements. One option would be to establish a special assessment of approximately \$1,800 per connection annually for 20 years, assuming the District financed the project at 0% interest. The assessment would be collected through the property tax bill.

Another option discussed was recovering the costs through water rates. Under this approach, each connection would pay an additional \$152 monthly base charge for 20 years, also assuming 0% interest, in addition to the standard monthly water bill.

Mr. Renstrom concluded that, based on staff research and discussions with State representatives, no additional grant funding is available. He noted that if the District chose to move forward with the project, it would either need to absorb the significant upfront cost or recover the expense through a special assessment or an additional monthly charge. He asked the Board whether it wished staff to continue pursuing these options.

Greg Maranto, Chair of the Angell Springs Special Service District, addressed the Board regarding the challenges facing the Angell Springs water system. He emphasized that Angell Springs is in a unique situation, noting that it is an established community rather than a new development and that its infrastructure improvements are not being funded through typical development mechanisms.

Mr. Maranto explained that the community has approximately 89 residents who are seeking a clear path forward. He stated that previous discussions had left the project in a holding pattern, despite the District having developed a preliminary plan. He said the Angell Springs Board has been working to reach a consensus but lacks sufficient direction to present meaningful options to residents.

Mr. Maranto said that one of the primary challenges is determining the level of support among property owners, as there is no established mechanism to gauge resident interest. He requested

more definitive guidance from the District regarding what options it is willing to consider so that accurate information can be provided to the community.

Mr. Maranto stressed that the need to address the water system is urgent and should not be delayed for several more months. He also emphasized that Angell Springs is a community of primarily retired residents with limited financial resources, making it unlikely that many could afford significant additional costs. He requested that the District either identify a viable path to assist the community, including potential annexation, or allow the Angell Springs Special Service District to move forward independently with its own solution.

Trustee Iverson expressed concern for the Angell Springs residents given the significant costs associated with the various options under consideration, including the cost of addressing the radium issue and developing the new well. Trustee Iverson said that the situation illustrates some of the challenges associated with private water systems and referenced previous discussions regarding the potential for new private water companies to come under the District's jurisdiction. Trustee Iverson said that homeowners may purchase property served by a private water company without fully understanding the responsibilities and potential costs associated with maintaining the system.

Trustee Iverson said that Angell Springs is not the first water system to experience financial or operational difficulties that the District has worked to address. Trustee Iverson asked Mr. Renstrom whether there was an alternative or more favorable arrangement the District could offer to assist the Angell Springs residents.

Mr. Renstrom explained that Angell Springs presents a more difficult situation than other water systems the District has previously taken over. In prior acquisitions, the existing infrastructure was generally serviceable, allowing the District to flush the pipelines and make necessary modifications. In the case of Angell Springs, however, the pipelines would need to be replaced, making the project significantly more expensive.

Mr. Renstrom said that the situation ultimately comes back to the Board to determine how it wants to proceed. Mr. Renstrom indicated that staff could continue pursuing grants and other funding opportunities, as the District routinely seeks outside funding for projects. However, based on his discussions with the State, available funding has largely been committed, and State representatives were uncertain whether additional funding could be identified for the Angell Springs project.

Mr. Maranto asked whether an alternative would be for the District to extend a pipeline to Angell Springs and provide water on a wholesale basis, while the Angell Springs Special Service District would remain responsible for operating and maintaining its existing infrastructure.

Mr. Renstrom responded that there are engineering challenges associated with that approach, but it is an option the District could evaluate. He said that the option would still require construction of a pipeline, including crossing under I-15, along with other infrastructure improvements.

Mr. Maranto said that the District would be responsible for the cost of extending the pipeline to Angell Springs, while the Angell Springs Special Service District would continue to use and operate its existing infrastructure. He said that the existing infrastructure had recently been tested and was found to be operational.

Mr. Renstrom explained that the District would need to determine the applicable impact fees and other costs associated with providing wholesale water service to Angell Springs. He said that the District's existing infrastructure has been funded by other system users, so Angell Springs would need to contribute toward the costs associated with accessing and utilizing that infrastructure.

Mr. Maranto explained that the Angell Springs project had attempted to address several longstanding issues within the system, including pressure challenges associated with Bulldog Ridge and other higher-elevation areas. He noted that maintaining adequate system pressure in those areas is difficult with a gravity-fed system and creates additional challenges related to fire hydrants and required fire-flow pressures.

Mr. Maranto stated that Angell Springs plan had been able to address some of these issues but acknowledged that certain improvements may be beyond the community's financial ability to resolve independently. Mr. Maranto asked what would happen if Angell Springs were unable to address the remaining issues, specifically whether the State or County would simply require the community to address the problems on its own or whether there was another avenue of assistance available.

Mr. Renstrom responded that one option available to the Angell Springs community would be to proceed with its existing plan to address the radon and other water-quality treatment issues. He said that this remains an option for the community to consider.

Mr. Maranto said that the primary unresolved concern is the system's pressure issue, which the community may not be able to fully resolve on its own.

Mr. Renstrom explained that the District's proposed approach would address the pressure concerns by connecting the Angell Springs system to a higher-pressure zone. However, there are still certain pipeline and infrastructure issues that would need to be addressed.

Chairman Bowler commented that Baker Water System faced a similar, where the individuals who owned the system also had limited financial resources. He explained that the 0% interest loan provided significant assistance in making the necessary improvements affordable.

Mr. Renstrom asked the board whether they would like staff to present the options discussed to the Angell Springs community and determine which option for the residents they would support.

Mr. Maranto stated that the Angell Springs community would like to hold a public hearing with all residents to discuss any options proposed by the District.

Trustee Iverson emphasized the seriousness of the Angell Springs situation and stated that, although it is a smaller-scale system, failing to address the issues could result in consequences

more severe than those experienced in Apple Valley. He expressed his view that the District should work with the Angell Springs community to help identify a solution to the system's problems.

Mr. Maranto agreed with Trustee Iverson but stated that the County's actions had effectively placed Angell Springs in its current situation. He expressed his view that, because of the District's involvement, the District should take a leading role in helping move the matter forward and identify a solution.

Trustee Iverson clarified that the County serves as the municipal authority for Angell Springs. He explained that one reason the County had asked the community to pause its previous efforts was to ensure that any investment made in the system would provide a long-term solution to its underlying problems. He emphasized that the goal was to avoid making short-term improvements or "band-aid" repairs that might ultimately need to be replaced or significantly modified in the future.

Karen Patterson, former Chair of Angell Springs questioned why the previous Angell Springs proposal had been halted. She stated that, to her knowledge, no one had contacted WRT, the company associated with the proposed filtration system, to evaluate the system's safety, operation, or feasibility.

Ms. Patterson expressed concern that inaccurate or overly alarming information about the proposed system had circulated throughout the valley. She stated that, in her view, the system was relatively simple and cost-effective and could have addressed some of the community's water-quality concerns.

Trustee Iverson responded that the County had consulted with the Water District and with the engineers working on the Angell Springs project to review and verify the proposed approach. He explained that the additional review was intended to ensure the proposed improvements and associated financing were appropriate.

Trustee Iverson also said that the discussion also relates to the broader issue of small water companies and the challenges they face. He acknowledged Ms. Patterson's efforts on behalf of Angell Springs and referenced her previous involvement with the system, including the grant funding and anticipated loan that had been part of the proposed project.

Ms. Patterson said that the previously secured grant and proposed loan were still available. She explained that the project had already been presented at a public meeting, and the financing plan increased residents' bills by \$5 per month.

Ms. Patterson stated that the community had recently completed payments on another loan, allowing those funds to be redirected toward the proposed project without creating a significant additional financial burden for residents.

Ms. Patterson said that the project budget included funding for one filter replacement, which she estimated would not be necessary for approximately 20 years. The filter replacement was already

accounted for in the project budget and would have been covered through the grant and loan funding.

Trustee Iverson asked how many millions they were planning to borrow and what the amount was. Ms. Patterson responded that the loan was approximately \$1.4 million and had been granted. Four hundred thousand was a grant and one million was a loan 0% interest over 40 years.

Mr. Renstrom commented that the Division of Drinking Water also came to the District and asked staff to look into the situation. The director questioned whether the proposed approach was the best option and whether it would actually resolve the issue. Mr. Renstrom also said the District was asked to evaluate the option and determine if proceeding with it would fix the problem, noting that this was part of the direction received from the state.

Trustee Fawcett asked whether the proposed solution would also resolve the pressure problem.

Mr. Maranto said there were a couple of issues, including some valving that was part of the project. He explained that the valving would allow them to utilize both tanks and could potentially help address the pressure issue. Mr. Maranto asked Riley Vane to address the question.

Riley Vane with Jones & DeMille Engineering explained that the fire-flow issues were known from the beginning. Mr. Vane said the combination of the loan and grant project with the Division of Drinking Water (DDW) did not resolve all of the fire-flow deficiencies in the system. The project does address some minor fire-flow issues through additional looping, but it does not resolve the issues at the top of the hill. Mr. Vane explained that the only way to address those higher-elevation fire-flow issues would be through pumping or connecting to a higher-pressure source, which the Conservancy District line would provide. He confirmed that this was a known issue and that the DDW project was not designed to solve it.

Mr. Renstrom said the next step would likely be to hold a public meeting in the area to present the available options. He said he wanted to accurately represent the Board's position and determine whether the Board of Angell Springs was willing to consider any of the proposed options.

Trustee Iverson said that if residents were asked to choose between a \$5 increase and a \$152 increase, he believed the choice would be obvious. However, he directed his main question to the engineers, asking whether the proposed solution would create an even more significant or compounded problem in the future, or whether it would actually move the system toward resolving the underlying issues.

Mr. Vane said the proposed project would address the problems identified in the existing water master plan, including radium, certain fire-flow deficiencies at the far end of the system, and needed valving. He explained that those items were identified as the highest-priority improvements in the master plan.

Mr. Vane said that, ultimately, he would like to see a solution that provides adequate fire-flow pressure throughout the entire system. However, because this is an existing system and funding is limited, the improvements have to be prioritized and phased. He emphasized that the project would address his primary concern: ensuring an adequate water source. The radium treatment would resolve the source issue, while the project would also improve some fire-flow and other system deficiencies.

Chairman Bowler asked if the state of Utah would take care of this.

Mr. Vane Riley said the state was aware of the system's issues through the project application and had established conditions for awarding the funding. The state required Angell Springs to address certain identified issues, including the IPS points and other deficiencies. However, Mr. Vane noted that the state did not identify the pressure issues as a requirement to be resolved as part of the current project.

Mr. Renstrom said that if the community ultimately decided to proceed with the proposed system, he believed the state would accept that decision. He explained that the state had raised the question and encouraged consideration of the alternatives, but if the community chose to proceed with the current system, the state would likely allow the project to move forward.

Trustee Iverson commented that he believed the county would take the same position. He expressed concern that the Board could be discussing Angell Springs again in 10 years because the proposed improvements would not resolve every underlying issue.

Chairman Bowler said the Angell Springs residents would ultimately have options and would be able to make a decision about which direction they wanted to pursue.

Mr. Renstrom asked the Board whether, if the Angell Springs residents selected one of the proposed options, the Board would be comfortable supporting that choice. He asked whether the Board wanted to commit funding toward one of the options or simply allow the Angell Springs residents to choose their preferred solution and proceed accordingly.

Chairman Bowler said the decision ultimately needs to be made by the Angell Springs residents. He clarified that they would need to determine whether they were willing to pay approximately \$1,800 per year through their taxes for one option, or approximately \$152 for the other option.

Trustee Iverson asked Ms. Patterson about the previously mentioned \$5-per-month cost, noting that replacing the existing pipe in the ground could be a much larger issue. He said these systems are often constructed over time and expressed hope that the Angell Springs Board would look beyond simply servicing the approximately \$1.4 million loan. Mr. Iverson suggested that, regardless of the \$5 monthly payment, Angell Springs should conduct some type of study or evaluation of the existing underground piping and begin addressing the long-term replacement needs.

Mr. Vane responded that the study had already evaluated this issue by comparing the cost of a completely new system with the cost of making incremental repairs to the existing system. He

said the analysis looked at a 20-year timeline for replacing the entire system, with an estimated average cost of approximately \$125,000 per year to progressively replace the existing infrastructure.

Mr. Vane said that this approach would allow Angell Springs to compare the long-term cost of replacing the system incrementally with the cost of installing a new system, providing an apples-to-apples comparison at the end of the 20-year period.

Ms. Patterson asked what the Water Conservancy tax included in her property taxes is used for, since Angell Springs is not currently connected to or receiving water from the District. She also asked what obligations the Washington County Water Conservancy District has to the county and whether the Water District is contractually obligated to provide water to every citizen.

Mr. Renstrom explained that the Water Conservancy District's work extends throughout Washington County, including unincorporated areas such as Angell Springs. He said that residents throughout the county contribute to the District through property taxes and other sources, including tourism-related revenues, and that some of the District's bonds were approved by countywide voters when the District was established.

Mr. Renstrom said the District provides a variety of services and projects benefiting unincorporated areas, including septic and groundwater studies. The District tracks its expenditures in unincorporated areas and spends more in those areas than it collects from them. Mr. Renstrom explained that this broader countywide role is also why the District is considering options such as a 0% interest loan for Angell Springs. He emphasized that if the community were outside Washington County, the District would not have the same obligation or reason to consider providing assistance.

Ms. Patterson asked whether the Water Conservancy District would be obligated to step in and provide water to Angell Springs if the community's existing water supply completely failed or ran dry, or whether providing water in that situation would be discretionary.

Mr. Renstrom explained that if Angell Springs' system went completely dry, he expected to receive a phone call and said the District would try to help, similar to what occurred in Apple Valley. He said that Apple Valley is not connected to the District and has its own water rights, yet when its system went dry, the District responded and performed significant work to get the system back online.

Mr. Renstrom also said that it was one of the reasons the state contacted him regarding Angell Springs and asked the District to look into the situation and determine what assistance might be possible.

Mr. Renstrom clarified that, technically, if the Angell Springs system were to completely fail or run dry, responsibility would fall to the county, because Angell Springs is a county special service district. He explained that the county commissioners would then determine how to address the situation, which could include taking over the system and implementing special assessments or other measures to fund the necessary improvements.

Trustee Fawcett said that, before Angell Springs holds the public discussion, it will be important to clearly explain what each option actually provides. He said that the approximately \$1,800 annual assessment or the \$152 payment would fund replacement of the entire system, while the alternative involving the treatment/filter project and approximately \$5 per month would not replace the existing system.

Trustee Fawcett said that the \$5 monthly payment would primarily amortize the loan. Once that loan is paid off, Angell Springs would still have an aging water system that would eventually need to be replaced. Fawcett suggested that this was the concern Trustee Iverson was raising: the \$5 monthly charge may not be enough, and the community should consider whether an additional amount should be collected to build a reserve for future system replacement.

Ms. Patterson clarified that the system does generate revenue and does set aside money each year toward future needs.

Trustee Fawcett said that, regardless of the amount currently being set aside, the system needs to establish sufficient reserves to address the future replacement of the existing infrastructure. He emphasized that without setting aside funds for that long-term need, the options would not be an apples-to-apples comparison.

Mr. Maranto said that many residents in the community likely would not have the financial capacity to absorb the higher costs associated with the alternatives. He emphasized that Angell Springs is not a wealthy community and that a significant increase in costs could place a substantial financial burden on many residents.

Trustee Fawcett commented that, based on his experience with the current \$23 million water-line replacement project in Hurricane, water systems have to address their own infrastructure needs through rates and cannot simply rely on the county for assistance. He said that Angell Springs residents face financial constraints, but said the community ultimately needs to take responsibility for its system.

Trustee Fawcett also said that he supported the District's efforts to help Angell Springs find a workable solution but emphasized that residents need to understand they could still face significant infrastructure problems in the future unless they establish adequate reserves. He said that if the community is already setting aside and amortizing approximately \$125,000 per year toward incremental replacement of the system, as discussed by Mr. Vane, then he viewed that as a positive approach.

Mr. Maranto said that, regardless of the current decision, the issue could come back before the Board again in another five or ten years. He said that the goal should be to find a resolution now that works for everyone and provides a sustainable solution to the community's water-system issues.

Trustee Fawcett said Angell Springs residents need to consider whether the proposed lower-cost option will actually address the long-term infrastructure problem. He said that the community

may not be financially able to pursue the more expensive alternative but cautioned that simply choosing the lower-cost option without adequately funding future system replacement would likely result in the issue returning to the Board in another 10 years.

Trustee Fawcett said that if Angell Springs proceeds with the existing system improvements, the rates need to be high enough to include funding for ongoing repairs and eventual replacement of the system. Trustee Fawcett emphasized that the community should establish adequate reserves or amortization funding so the system can be replaced incrementally over time. He said that there may be a way to accomplish this at a lower cost than the full replacement option but simply presenting residents with a choice between \$5 per month and \$152 per month would make the less expensive option the obvious choice without necessarily addressing the long-term problem.

Mr. Maranto said the community's original plan would likely address most of the identified issues, with the possible exception of some of the pressure deficiencies. He said the community's goal is to receive a proposal that provides a workable solution for Angell Springs. Mr. Maranto emphasized that the approximately \$1,800 annual cost associated with full system replacement is not financially feasible for the community and would not be acceptable to its residents.

Trustee Fawcett said that if he went to his residents and explained that rates needed to be increased to properly maintain the system, they would have to choose whether to pay the increased costs. If they chose not to, the pipelines could eventually fail, resulting in even greater expenses repairing them. He said that communities have to take responsibility for maintaining their infrastructure.

Mr. Maranto reiterated that the community is looking for a solution that is reasonable and financially manageable for Angell Springs residents.

Diane Hundel, the treasurer of Angell Springs, asked what the District's role would be if Angell Springs chose to proceed with the proposed funding option. Specifically, she asked whether the District would provide water to Angell Springs on a wholesale basis, while Angell Springs would remain responsible for operating and maintaining its own water system.

Mr. Renstrom said that one proposal would be similar to the District's arrangement with Homespun, where the District would take over the retail water system. Under that option, the District would install its own meters and operate the system.

Trustee Iverson said that, based on the discussion, it would be beneficial to hold a public meeting now that the District has developed the proposed options. He suggested having Jones & DeMille participate so the engineering details could be explained and questions could be answered. Trustee Iverson recommends holding the meeting in the chambers at the County building and finding a date and time that would allow Angell Springs residents to attend and participate in the discussion.

Mr. Renstrom said the District is willing to participate in the public meeting and asked to be notified once the date and time are established.

Manager's report

Reuse System Environmental Assessment

Mr. Renstrom reported that the Bureau of Reclamation has published the Environmental Assessment (EA) for the District's proposed Central Reuse System pipeline project for public comment. The project will create the backbone of the District's future reuse system by connecting the St. George treatment plant to the District's reuse infrastructure. He said that significant outreach had been conducted with organizations that have historically reviewed and commented on District projects. Those organizations have expressed that they are pleased with the EA and the level of outreach completed. Mr. Renstrom stated that he is hopeful any public comments received will be minor.

Once the public comment period is complete and comments are reviewed, the District will determine whether it can move forward with a final EA and begin advancing the project

Colorado River Bureau of Reclamation Environmental Impact Statement

Mr. Renstrom provided an update regarding the Bureau of Reclamation's recently released Environmental Impact Statement regarding future Colorado River operations. He explained that the document addresses how the federal government will operate major river infrastructure, including dam operations, pumping, and water deliveries. After reviewing the document, Mr. Renstrom stated that he believes the Bureau of Reclamation selected the only realistic option available, which is to continue generating hydroelectric power from major reservoirs while addressing declining water supplies. He said that hydropower provides some of the least expensive and most reliable electricity on the Western power grid and helps protect dam infrastructure.

Mr. Renstrom explained that the proposed reductions would primarily impact the Lower Basin states because they use the majority of Colorado River water. While Lower Basin states have expressed significant concerns, Upper Basin states have generally viewed the proposal more positively.

Mr. Renstrom stated that litigation is expected and that the District will continue monitoring the matter.

Mr. Renstrom said that the Environmental Impact Statement did not include any discussion of the Virgin River or impacts to Washington County. He explained that one reason may be that the federal government does not own or operate major water infrastructure in Washington County that it could directly control, unlike federal facilities such as Glen Canyon Dam and Hoover Dam.

Mr. Renstrom also explained that Washington County is not typically considered in discussions regarding Colorado River Compact water because the Compact applies to the main stem of the Colorado River rather than lower tributaries, citing the Supreme Court decision in *Arizona v. California*. He stated that while there were potential arguments for federal involvement with

lower basin tributaries, the federal analysis focused primarily on the main river system and federal facilities.

Mr. Renstrom emphasized that the fundamental issue is that the available water supply no longer exists in Lake Powell and Lake Mead at historical levels. He noted that Utah has already experienced significant reductions due to current hydrologic conditions, with many water rights users receiving little or no water this year unless they hold very senior rights.

La Verkin Pond Groundbreaking

Mr. Renstrom announced that the District will be holding a groundbreaking celebration on August 4, 2026 for the La Verkin Pond project. He said that the project will be a critical component of the reuse system backbone on the east side of Washington County and will be a significant improvement for future reuse operations.

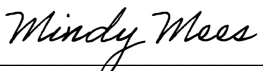
Grass Removal Rebate Program

Mr. Renstrom reported that the recent Board adjustment to the grass rebate program has been successful. Following the change in rebate amounts, the District experienced a significant increase in participation, bringing the program back to the participation levels staff had anticipated.

Consider approval of July 6, 2026 board meeting minutes

Trustee Victor Iverson made a motion to approve the July 6, 2026 board meeting minutes, the motion was seconded by Trustee Rick Rosenberg and all voted aye

The meeting was adjourned upon motion


Secretary



Need for Rate Schedule for Silver Cliffs Subdivision

Situation

The Washington County Water Conservancy District (district) will provide potable water to the Silver Cliffs Subdivision, a subdivision located near Leeds and adjacent to the Casa de Oro area of unincorporated county. The district will need to collect rates and other fees to fund the operation, maintenance, repair, and replacement of system infrastructure required to provide potable water service to customers in this subdivision.

Background

The Silver Cliffs Subdivision is planned in 6 phases. The developer of the subdivision is designing and constructing water infrastructure to serve the subdivision. This infrastructure will be conveyed to the district.

District staff will need operate, maintain, repair, and replace facilities as needed to provide potable water to customers within the subdivision.

Operation of the facilities includes actions required by the Division of Drinking Water, such as monitoring water quality and routinely inspecting the facilities.

Analysis

As this system will come online in phases and will be operated in conjunction with the existing Casa de Oro system, it would be most efficient to adopt the existing rate schedule from the Casa de Oro system for the Silver Cliffs Subdivision. Further rate analyses will be performed on the system including the Silver Cliffs Subdivision.

Recommendation

It is recommended the board adopt a resolution establishing the proposed rate schedule and other fees for Silver Cliffs Subdivision, shown in the table below:

Table 1. Proposed Rate Schedule for Silver Cliffs Subdivision – Rate Components

Monthly Water Service Fee Schedule	\$20.00 minimum for each connected user <i>plus</i> \$2.00/1,000 gallons for the first 12,000 gallons \$2.50/1,000 gallons for the next 5,000 gallons \$3.00/1,000 gallons for the next 5,000 gallons \$3.50/1,000 gallons for the next 5,000 gallons \$6.00/1,000 gallons for the next 5,000 gallons \$10.00/1,000 gallons for usage over 32,000 gallons
Water Surcharge Rate	\$15.00/1,000 gallons for usage over 290,000 gallons in any calendar year
Water Development Surcharge	\$1.75/month/equivalent residential connection
Excess Water Use Surcharge	An additional \$10/1,000 gallons for everything over 8,000 gallons per month
Late Fee	As provided in Utah Code
Interest Rate	As provided in Utah Code
Minimum Fee for Resumption of Service	\$100.00
3/4" Meter Connection Fee	\$400.00

**WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
A RESOLUTION ADOPTING RETAIL WATER RATES FOR THE
SILVER CLIFFS SUBDIVISION
RESOLUTION No. 2026-08-03-01**

WHEREAS, Washington County Water Conservancy District will provide retail water service to customers in Silver Cliffs Subdivision; and

WHEREAS, a retail water rate schedule, incorporated herein as Exhibit A, has been proposed to cover costs of operating, maintaining, repairing, and replacing facilities required to provide water service to customers in Silver Cliffs Subdivision; and

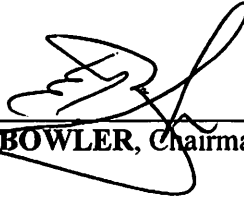
WHEREAS, notice of the proposed retail water rate schedule has been given; and

WHEREAS, interested persons have been given an opportunity to speak for or against the proposed retail water rate schedule; and

WHEREAS, the need for the proposed retail water rate schedule has been demonstrated;

NOW THEREFORE, be it resolved, the Retail Water Rate Schedule for Silver Cliffs Subdivision in Exhibit A is hereby adopted.

DATED this 3rd day of August, 2026.



ED BOWLER, Chairman of the Board

ATTEST:



MINDY MEES, Secretary

VOTING:

Ed Bowler	Yea ☒	No ☐
Adam Bowler	Yea ☐	No ☐
Clark Fawcett	Yea ☒	No ☐
Victor Iverson	Yea ☒	No ☐
Michele Randall	Yea ☐	No ☐
Rick Rosenberg	Yea ☒	No ☐
Kress Staheli	Yea ☐	No ☐

EXHIBIT A:
RETAIL WATER RATE SCHEDULE
FOR SILVER CLIFFS SUBDIVISION CUSTOMERS

Monthly Water Service Fee Schedule	\$20.00 minimum for each connected user <i>plus</i> \$2.00/1,000 gallons for the first 12,000 gallons \$2.50/1,000 gallons for the next 5,000 gallons \$3.00/1,000 gallons for the next 5,000 gallons \$3.50/1,000 gallons for the next 5,000 gallons \$6.00/1,000 gallons for the next 5,000 gallons \$10.00/1,000 gallons for usage over 32,000 gallons
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Late Fee	As provided in Utah Code
Interest Rate	As provided in Utah Code
Minimum Fee for Resumption of Service	\$100.00
3/4" Meter Connection Fee	\$400.00

MEMORANDUM OF UNDERSTANDING
WCWCD Funding For Woundfin Care and Production

Effective August 10, 2026, this Memorandum of Understanding (MOU) is made between Washington County Water Conservancy District (District), U.S. Fish and Wildlife Service (USFWS), Utah Division of Wildlife Resources (UDWR) and the Virgin River Program (VRP).

I. PURPOSE

In November 2025, the Virgin River Program moved 300 Woundfin from Southwestern Native Aquatic Resource and Recovery Center (SNARRC) to UDWR's Aquatic Animal Health and Research Center (AAHRC) in Logan, Utah to provide a second refuge facility, to develop protocols for spawning Woundfin and to produce and rear Woundfin. The transfer of Woundfin to a UDWR facility has resulted in increased costs associated with their care and production. To offset these costs, the District has agreed to partially fund a position with UDWR in exchange for receiving mitigation credits from the USFWS as outlined below.

The parties agree that this effort is intended to help establish a second refuge facility, develop spawning and rearing protocols, and produce and rear Woundfin. These objectives appear to provide meaningful conservation value for recovery of woundfin and practical benefit to future Virgin River management.

The purpose of this MOU is to preserve agency discretion while protecting the District's investment. The District recognizes that USFWS and UDWR must retain their legal authorities and regulatory discretion. At the same time, the District needs reasonable assurance that its contribution will be tracked, preserved, and considered in future District project reviews. All parties appreciate the cooperative work of the Virgin River Program, USFWS, District and UDWR, and remain interested in supporting the recovery of Woundfin. The District's goal is to ensure that any contribution of public funds is documented in a way that supports Woundfin recovery, protects the District's investment, and creates durable mitigation value that can be considered in future District project reviews.

II. RESPONSIBILITIES OF PARTIES

To accomplish the purpose described above, the Parties respectively agree to pursue in good faith the following:

A. Washington County Water Conservancy District

1. Will provide \$70,000 annually (with a 4% annual increase) for up to 5 years for up to partially fund a UDWR biologist position.

a. Future District payments should remain subject to annual authorization and continued performance. The District's annual funding commitment will be subject to annual budget authorization by the District's Board of Trustees.

b. The District retains the right to suspend or discontinue future payments if the position is not filled, is materially reassigned away from Woundfin work, required reporting is not provided, or the parties are unable to confirm the District's accrued mitigation credit.

B. Utah Division of Wildlife Resources

1. Will hire/promote an individual to a biologist position to work part-time on Woundfin care and production.

2. Will invoice the District for the funds annually on or before June 30th. Each invoice shall identify the period covered and the amount requested,

3. By March 31 of each year, UDWR shall provide USFWS, the District, and VRP an annual report for the preceding calendar year identifying: funds received; funds expended; position status; approximate time devoted to Woundfin care and production; work completed; progress toward refuge, spawning, rearing, and other objectives; challenges encountered; and anticipated work for the following year.

C. U.S. Fish and Wildlife Service

1. USFWS acknowledges that District funds provided under this MOU are intended to create advance mitigation value for future District projects. USFWS will recognize, track, and apply the District's accrued mitigation credits in future project-specific ESA reviews, consultations, and related federal permitting processes to the maximum extent consistent with applicable law and USFWS authority.

2. Currently the ratio for dollars to acres mitigation is \$25,000/1 acre. Mitigation credits acquired will retain full value in the future (i.e. one acre of mitigation credit acquired in 2026 at \$25,000 will still count for an acre in 2028 if cost per acre increases). Partial mitigation-acre credits shall accrue proportionally. For example, at a conversion rate of \$25,000 per mitigation acre, a \$70,000 District payment results in 2.8 mitigation-acre credits.

a. The District's contribution will be documented as advance mitigation. The District understands that advance funding of mitigation credits does not imply that USFWS will prejudge future ESA consultation, NEPA review, permitting, or other regulatory decisions.

b. The dollar amount required to accrue one mitigation acre will be adjusted annually on January 1 based on the percent change in the Consumer Price Index, U.S. City Average, All Items, not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics, or any successor index. The annual adjustment shall be based on the percentage change in the index from November of the preceding year to November of the year before that, or another measurement period agreed to by the Parties. The adjusted rate shall apply only to District payments made after the effective date of the adjustment and shall not reduce mitigation acreage or credits already accrued.

c. Mitigation credits will vest annually at the time funds are transferred from the District to UDWR and will retain their mitigation acreage value into the future. Later inflation, land-value changes, or changes in mitigation pricing will not reduce acreage credits already accrued.

d. Accrued mitigation credits may be considered for future District water-supply, reuse, diversion, conveyance, reservoir, habitat, operation, or related infrastructure projects with potential effects on Woundfin, Virgin River Chub, Southwest Willow Fly Catcher, Virgin River designated critical habitat, Southwest Willow Fly Catcher critical habitat, or related Virgin River aquatic resources, subject to applicable project-specific review and USFWS authority.

e. Accrued mitigation value will survive termination or expiration of this MOU. Termination of the MOU will end future obligations, but it will not eliminate mitigation value already earned through District payments. If the MOU terminates or expires, the parties will confirm the District's accrued, used, and remaining credits.

f. USFWS will review and confirm the mitigation ledger prepared by the VRP to document the mitigation credits accrued, used, and remaining.

3. When accrued credits are applied to a District project, permanent impacts shall debit the District's mitigation credit balance at a 3:1 ratio (one acre of permanent impact will require 3 acres worth of mitigation credits or \$75,000 in 2026 dollars) and temporary impacts shall debit the balance at a 2:1 ratio (one acre of temporary impact will require 2 acres worth of mitigation credits or \$50,000 in 2026 dollars), unless a different ratio is required through a project-specific ESA consultation, biological opinion, permit, or other applicable approval.

D. Virgin River Program

1. In consultation with the District, USFWS, and UDWR, VRP will prepare an annual mitigation ledger of the acres of mitigation credits accumulated (annual and total number of mitigation acre credits) by the District through its contribution to the care and production of Woundfin in UDWR facilities.

a. At a minimum, the annual accounting will document: District payments, dates of payment, applicable conversion rates, credits accrued, credits used by project, and remaining balance.

b. This accounting will remain in place after expiration or termination of the MOU until all mitigation credits have been used.

III. GENERAL

1. Amendment. This MOU may be amended through written agreement of all Parties.

2. Termination. Any party may end its participation in this MOU for any reason and at any time by providing written notice to the other Parties. If not terminated or amended earlier, this MOU will end when all of the Parties have fulfilled their respective commitments described above or December 31, 2031, whichever occurs first, unless extended by mutual written agreement of the Parties.

3. Other Agreements. Nothing in this MOU limits any Party from entering into other agreements with one another or with third parties.

4. Release. No Party waives any claim, right, immunity, defense, or remedy except as expressly stated in this MOU. Each Party shall be responsible for its own acts and omissions, subject to applicable law. In the event of a third-party challenge arising from activities under this MOU, each party shall bear its own costs unless otherwise agreed in writing.

5. No Third-Party Beneficiaries. Nothing in this MOU is intended to create any rights, duties, or obligations by the Parties to any person or entity not a party, and this MOU shall not be deemed to give rise to any right by any person or entity not a party against any Party to this MOU. Nothing in this MOU is intended to nor shall be deemed to relieve or discharge the obligation or liability of any person or entity not a party to this MOU.
6. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
7. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
8. Immunity and defenses retained. 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.
9. Enforceability. Except as provided in this paragraph, this MOU reflects the Parties' cooperative understandings and does not require any Party to act beyond its legal authority or available appropriations. Notwithstanding the foregoing, the provisions regarding District payments, annual authorization, use of funds, reporting, mitigation-credit vesting, mitigation-credit accounting, survival of accrued mitigation value, termination, records, and no third-party beneficiaries are intended to govern the Parties' rights and responsibilities under this MOU.
10. Counterparts. This MOU may be executed in counterparts.
11. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this MOU.
12. 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.
13. Points of Contact. Each Party designates below a primary point of contact ("POC") to coordinate all matters concerning the carrying out of activities under this MOU. Any modifications to the POC will be provided in writing to the other parties. The contacts for work related to the project are:

Party	Point of Contact	Address	Telephone	e-mail
District	Brock Belnap	533 East Waterworks Dr. St. George, UT 84770	435.673.3617	brock@wcwcd.gov
UDWR	Riley Peck	1594 W. North Temple Salt Lake City, UT 84116	801.538.4700	rileypeck@utah.gov
USFWS	George Weekley	440 West 200 South, #500 Salt Lake City, UT 84101	801.239.0561	George_weekley@fws.gov
VRP	Kevin Bunnell	533 East Waterworks Dr. St. George, UT 84770	435.868.1799	kevinbunnell@utah.gov

Entered into and effective on the date first written above:



Zachary Renstrom, General Manager
Washington County Water Conservancy District

Riley Peck, Director
Utah Division of Wildlife Resources

George Weekley, State Supervisor
U.S. Fish and Wildlife Service

Kevin Bunnell, Director
Virgin River Program

APPROVED AS TO FORM:

Counsel for Washington County Water Conservancy District

Counsel for Utah Division of Wildlife Resources

Document ID: 4KVJ95K6

Signed document security hash: fec91a6c490fd66ed9652f0a0a20c0e001b7dd5f117ca02b48269d3c510d3d85

Disclosure:

Disclosure document (attached) has been presented to and accepted by all signers indicated below.

Sender: Brock Belnap (brock@wcwcd.gov)

Document name:

MOU for Woundfin Production and Mitigation Credit FINAL APPROVED.pdf

Request initiated on:

Aug 04, 2026, 08:52:31:446 p.m. (UTC)

Notification Email Subject:

Brock Belnap (brock@wcwcd.gov) has requested your signature on a document

Notification Email Message:

Please sign this document.

Kind regards,

Brock Belnap (brock@wcwcd.gov)

IP address:

199.21.205.148

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/151.0.0.0 Safari/537.36

Signer: Zachary Renstrom (zach@wcwcd.gov)

Accessed via emailed link sent to:

zach@wcwcd.gov

Signature added, MOU for Woundfin Production and Mitigation Credit FINAL APPROVED.pdf, page 5:

Zachary Renström
box SIGN 4KQ255LX-4KVJ95K6

IP address:

199.21.205.148

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/150.0.0.0 Safari/537.36

Document Signed:

Aug 04, 2026, 08:54:11:783 p.m. (UTC)

Signature frame id:

4KQ255LX-4KVJ95K6

Signer: kevinbunnell@utah.gov

Accessed via emailed link sent to:

kevinbunnell@utah.gov

Signature added, MOU for Woundfin Production and Mitigation Credit FINAL APPROVED.pdf, page 5:

Kevin D Bunnell
box SIGN 19585Q8Y-4KVJ95K6

IP address:

204.113.19.133

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/151.0.0.0 Safari/537.36

Document Signed:

Aug 04, 2026, 11:33:32:117 p.m. (UTC)

Signature frame id:

19585Q8Y-4KVJ95K6

Signer: george_weekley@fws.gov

Accessed via emailed link sent to:

george_weekley@fws.gov

Signature added, MOU for Woundfin Production and Mitigation Credit FINAL APPROVED.pdf, page 5:

IP address:
User agent:

Document Signed:
Signature frame id:

George M Weekley III
box SIGN 4Q2QV5KW-4KVJ95K6

69.27.9.242
Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/
537.36 (KHTML, like Gecko) Chrome/151.0.0.0 Safari/
537.36 Edg/151.0.0.0
Aug 05, 2026, 01:43:02:910 p.m. (UTC)
4Q2QV5KW-4KVJ95K6

Signer: Jodi Richins (jodi@wcwcd.gov)
Accessed via emailed link sent to:
Logged in to Box account at time of signing:
Signature added, MOU for Woundfin Production and
Mitigation Credit FINAL APPROVED.pdf, page 5:

jodi@wcwcd.gov
jodi@wcwcd.gov

Jodi Richins
box SIGN 4W8WW9R5-4KVJ95K6

IP address:
User agent:

Document Signed:
Signature frame id:

64.37.12.97
Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/
537.36 (KHTML, like Gecko) Chrome/151.0.0.0 Safari/
537.36
Aug 04, 2026, 09:44:07:766 p.m. (UTC)
4W8WW9R5-4KVJ95K6

Gets a copy: Brock Belnap (brock@wcwcd.gov)

Disclosure

Please read this *Electronic Record and Signature Disclosure* ("Disclosure") carefully. It contains important information.

In this Disclosure:

- "We," "us," and "our" means the person or organization using the Box Sign Service to present you with Communications to review and/or sign, and our current and future affiliates and assignees (if any). Box, Inc., and its affiliates are not parties to this Disclosure unless Box, Inc., or one of its affiliates is the party using the Box Sign Service to present these Communications to you.
- "You" and "your" means to the person giving consent to the use of electronic signatures and records.
- "Communications" mean all the documents and information we provide to you through the Box Sign Service to review, or that you use the Box Sign Service to sign or submit or agree to at our request, which are related to your Transaction. Communications include but are not limited to disclosures, notices, agreements, promissory notes, statements, undertakings, and other information.
- "Box Sign Service" means the Box electronic signing platform you are using to electronically review and sign Communications.
- "Transaction" means the consumer or business transaction for which you are reviewing and signing Communications using the Box Sign Service.

From time to time, we may be required by law to provide you with certain information related to the Transaction "in writing" – which means you have a right to receive that information on paper. However, with your consent, we may provide this information to you electronically instead. We also need your general consent to use electronic records and signatures.

Your electronic signature on Communications presented and signed through the Box Sign Service will be just as enforceable as a handwritten signature on a paper document.

1. Scope of Your Consent

This Disclosure applies to all Communications that we may provide to you through the Box Sign Service. Your consent to the use of electronic signatures and records does not mean that we are required to complete any Transaction or provide any Communication to you electronically. We may, at our option, complete any Transaction and deliver any Communication to you on paper, and require you to execute any Communication manually, should we choose to do so.

2. Keeping and Obtaining Paper Copies

You will have the opportunity to print out and retain a copy of all the Communications you review or sign at our request through the Box Sign Service. You have a right to obtain paper copies of any information we are required to provide you "in writing." The Box Sign Service gives you the opportunity to print copies of Communications you review and/or sign. You may also request a paper copy of any Communication by contacting us at the customer service contact information associated with the Transaction, provided that you provide us with sufficient information to identify the Transaction and the Communications you are requesting. We may charge you a service fee for any paper copies that you request. Any service fee for paper copies you request will be disclosed to you before you are charged.

3. System Requirements

To review and sign Communications electronically using the Box Sign Service, you must have:

- An Up-to-Date Version (defined below) of an Internet browser we support (more information about the browsers we support can be found at: <https://support.box.com/hc/en-us/articles/360043696234-Understand-the-Box-Policy-For-Browser-And-OS-Support>,
- A connection to the Internet,
- An Up-to-Date Version of an email management program, and
- A computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage and an Up-to-Date Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader) if you wish to retain and later view records in electronic form.

You must also have an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

By “Up-to-Date Version,” we mean a version of the software that is being supported by its publisher on the date of your Transaction. Beta versions of software are not supported.

4. How to Withdraw Your Consent

If you decide to withdraw your consent to the use of electronic signatures and records before you complete the Transaction, you may do so by:

- Selecting “*Decline Request*” in the Box Sign Service in the menu under the ellipsis displayed in the upper right corner of the screen presenting the Communication to you for signing, or by
- Contacting our customer representative assisting you with this Transaction before finishing the signing process.

If you withdraw your consent before your Transaction is complete, you will be unable to proceed electronically. You may be required to restart the Transaction via paper, or you may be unable to complete the Transaction at all.

Your withdrawal of consent does not affect any other consent you give us at any other time to use electronic records and signatures. Withdrawing consent also does not affect any agreement you make in the Communications, or any other agreement with us, to use electronic records and signatures in the future.

5. Updating Contact Information

You may update your contact information with us at any time by:

- Notifying our customer service representative assisting you,
- Calling us at the customer service contact information associated with your Transaction, or
- Using any online process we make available to you for updating contact information.

6. Consent and Acknowledgment

By checking the box indicating your agreement to use electronic records and signatures, you are:

- Acknowledging that you have read and understand this Disclosure;
- Consenting to use electronic signatures and records in connection with communications we provide to you through the Box Sign Service;
- Representing and warranting that you are authorized to give consent on behalf of both yourself and any other person entering into the Transaction along with you or on your behalf; and
- Confirming that you are able to receive, access, and view the information presented electronically via the methods described above.

[DISCUSSION DRAFT]

119TH CONGRESS
2D SESSION

A BILL

To provide for the disposal of certain Federal land in Washington County, Utah, to facilitate the development of water reuse and water supply infrastructure, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “Washington County Water Reuse Infrastructure Facilitation Act”.

SEC. 2. DEFINITIONS.

In this Act:

- (1) **County.**—The term “County” means Washington County.
- (2) **Map.**—The term “Map” means the map entitled “Washington County Water Reuse Infrastructure Parcels” and dated 2026.
- (3) **Public water agency.**—The term “Public Water Agency” means the Washington County Water Conservancy District.
- (4) **Secretary.**—The term “Secretary” means the Secretary of the Interior, acting through the Director of the Bureau of Land Management.
- (5) **State.**—The term “State” means the State of Utah.
- (6) **Unit of local government.**—The term “unit of local government” means the City of St. George, Utah.

SEC. 3. DISPOSAL OF FEDERAL LAND FOR WATER REUSE INFRASTRUCTURE.

- (a) **In General.**—Notwithstanding sections 202 and 203 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1712, 1713), and subject to valid existing rights, the Secretary shall dispose of the Federal land described in subsection (b) for the fair market value of the land, in accordance with this Act, the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.), and other applicable law.
- (b) **Land Described.**—The Federal land referred to in subsection (a) is the approximately 1,691.4 acres of Federal land, consisting of 8 parcels, depicted as “Federal Land to be Conveyed” on the Map, comprising land under the jurisdiction of the Director of the

Bureau of Land Management that is suitable for the construction, operation, and maintenance of water reuse and water supply infrastructure to serve communities in the County, and generally described as follows:

Number	Description	Acreage
1	Veyo Water System Improvements	23.4
2	Diamond Valley Well Access Road and Site	29.3
3	Graveyard Reservoir Site	68.4
4	Cottom Well #4 Access Road and Site	11.0
5	Chief Toquer Reservoir Site	418.0
6	Sullivan Wells Access Road	13.3
7	Quail Creek Reservoir RP&P Lease Site	535.0
8	Hurricane Pumped-storage Hydropower Site	593.0
	Total acreage	1691.4

The acreage listed in the table is approximate and may be revised on the basis of land surveys conducted by the Secretary.

(c) Method of Disposal; Fair Market Value.—

(1) In general.—On receipt of a request from the Public Water Agency or the unit of local government, the Secretary shall convey to the requesting entity all right, title, and interest of the United States in and to a parcel of Federal land described in subsection (b), subject to payment by the requesting entity of the fair market value of the parcel as determined under paragraph (2).

(2) Appraisal.—The fair market value of a parcel to be conveyed under this section shall be determined by an appraisal that is conducted in accordance with—

(A) section 206 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716);

(B) the Uniform Appraisal Standards for Federal Land Acquisitions; and

(C) the Uniform Standards of Professional Appraisal Practice.

(d) Availability of Map.—

(1) In general.—The Map shall be on file and available for public inspection in the appropriate offices of the Bureau of Land Management.

(2) Corrections.—The Secretary and the County may, by mutual agreement—

(A) make minor boundary adjustments to the Federal land to be conveyed under this section; and

(B) correct any minor errors in the Map, an acreage estimate, or the description of the Federal land.

(e) Withdrawal.—Subject to valid existing rights, the Federal land described in subsection (b) is withdrawn from—

- (1) all forms of entry, appropriation, and disposal under the public land laws;
- (2) location, entry, and patent under the mining laws; and
- (3) operation of the mineral leasing and geothermal leasing laws.

(f) Costs.—As a condition of the conveyance of Federal land under this section, the requesting entity shall pay—

- (1) an amount equal to the fair market value of the parcel determined under subsection (c)(2); and
- (2) all costs related to the conveyance, including all surveys, appraisals, and other administrative costs associated with the conveyance of the Federal land under subsection (a).

SEC. 4. DISPOSITION OF PROCEEDS.

(a) In General.—Of the gross proceeds of a sale of land under section 3—

- (1) 15 percent shall be paid directly to the Public Water Agency for water conservation grants, including turf removal and other water conservation measures identified in the water conservation plan of the Public Water Agency;
- (2) 10 percent shall be paid directly to the County for the development, implementation, and monitoring of the Habitat Conservation Plan for Washington County, Utah, which established the Red Cliffs Desert Reserve for the conservation of the Mojave desert tortoise;
- (3) 10 percent shall be paid directly to the Public Water Agency for the Virgin River Program, a multi-agency conservation partnership for the recovery of native species in the Virgin River basin; and
- (4) the remainder shall be deposited in a special account in the Treasury of the United States, to be known as the “Washington County Special Account”, which shall be available to the Secretary, without further appropriation and until expended, for the protection and restoration of the Virgin River watershed, including hazardous fuels reduction, wildfire prevention, and rehabilitation programs on Federal land in the State of Utah.

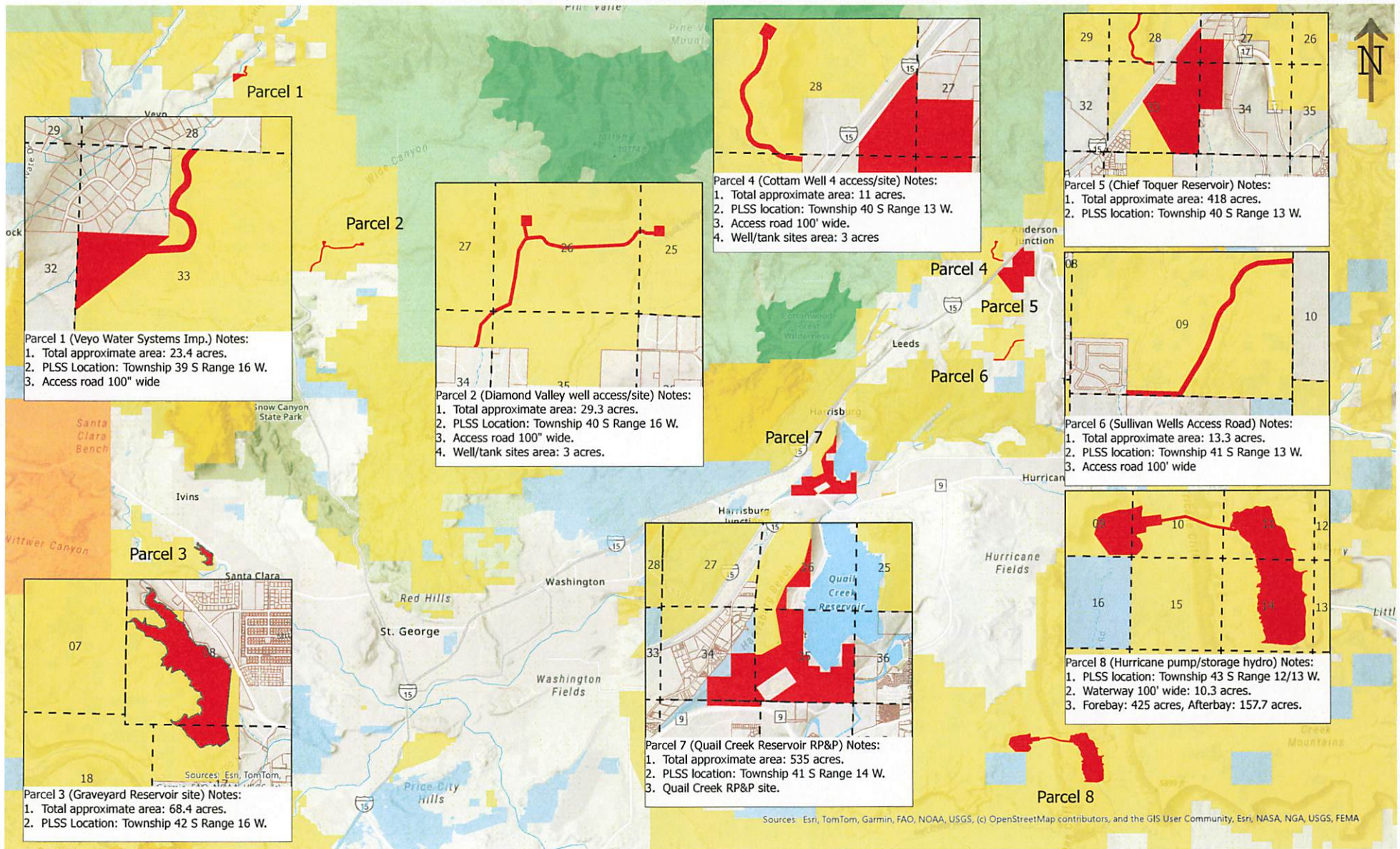
(b) Investment of Special Account.—Amounts deposited in the Washington County Special Account established under subsection (a)(4)—

(1) shall earn interest in an amount determined by the Secretary of the Treasury, based on the current average market yield on outstanding marketable obligations of the United States of comparable maturities; and

(2) may be expended by the Secretary for the purposes described in subsection (a)(4).

Critical Regional Water Infrastructure Parcels Map

07/27/2026



Water Infrastructure Parcels

Number	Description	Acreage
1	Veyo Water System Improvements	23.4
2	Diamond Valley Well Access Road and Site	29.3
3	Graveyard Reservoir Site	68.4
4	Cottom Well #4 Access Road and Site	11.0
5	Chief Toquer Reservoir Site	418.0
6	Sullivan Wells Access Road	13.3
7	Quail Creek Reservoir RP&P Lease Site	535.0
8	Hurricane Pumped-storage Hydropower Site	593.0
	Total acreage	1691.4

Note: Total acreage is approximate and may be revised based on land surveys.

INTERLOCAL AGREEMENT AND LEASE REGARDING KOLOB RESERVOIR AND MANAGEMENT OF KOLOB RESERVOIR FACILITY

Effective May 19, 2021, this Interlocal Agreement and Lease Regarding Kolob Reservoir and Management of Kolob Reservoir Facility (Agreement) is made between Washington County (County) and Washington County Water Conservancy District (District), also hereinafter known as the Party or Parties.

I. AUTHORITY

The statutes and regulations authorizing Washington County to enter into this Agreement and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 et seq. (Interlocal Cooperation Act) and 17-50-301 et seq. (County Powers).

The statutes authorizing the Washington County Water Conservancy District to enter into this Agreement and engage in the activities described herein include but are not limited to Utah Code Sections 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).

II. BACKGROUND

The District owns and operates Kolob Reservoir, a water storage facility located on Kolob Mountain in Washington County, for the purpose of providing water to District customers. The District also owns some shoreline property adjacent to the reservoir (the reservoir and property together the Reservoir Facility). Private property adjoins the Reservoir Facility and United States Forest Service property is nearby. Historically, the District has permitted outdoor recreation on the Reservoir Facility and developed limited facilities, including a boat ramp and pit toilets. Recent dramatic increase in recreational use of the Reservoir Facility has given rise to concerns such as trespass on private property, sanitation issues, and wildfire hazards potentially associated with the recreational use of the Reservoir Facility. The District and County desire to address these concerns by establishing a short-term plan for recreation management at the Reservoir Facility during the camping season (May 19 through October 31, 2021) while potential long-term options are further developed.

III. RECREATION MANAGEMENT OBJECTIVES

The County and District will work together to pursue the following recreation management objectives:

- A. Reduce the risk of wildfire by prohibiting fires at the Reservoir Facility.
- B. Reduce trespass and other law violations with County law enforcement.
- C. Enhance public health and drinking water source protection by District providing more restroom facilities.
- D. Require adherence to camp rules intended to help promote public health and safety by engaging camp hosts as volunteers through the County volunteer program.

- E. Designate permitted campsites and an online permit system with District resources, and engage camp hosts to administer overnight camping requirements and other Reservoir Facility use rules and County ordinances.

IV. ACTION STEPS

To accomplish the Recreation Management Objectives described above, the Parties respectively agree to pursue in good faith the following:

A. Washington County Water Conservancy District

1. The District agrees to prohibit fires at the Reservoir Facility and provide signage advising the public of this prohibition.
2. The District will develop rules for the use of the Reservoir Facility designed to help address the health and safety concerns giving rise to this Agreement.
3. The District will contract with a portable restroom provider to provide additional restroom facilities at the Reservoir Facility during the camping season, and service these facilities as well as the existing pit toilet facilities.
4. The District will designate camp sites and day use areas at the Reservoir Facility.
5. The District will provide signage indicating designated campsites and day use areas and advising the public of rules for the use of the Reservoir Facility.
6. The District will provide two campsites and a water connection for two sets of camp hosts during the camping season.
7. The District will manage and supervise the camp hosts as well as the day to day operations of the Reservoir Facility.
8. The District will contract with a third party to administer camping reservations and collect a fee of \$50 per night for each camp site with a 50% discount for veterans and Washington County residents.
9. The District will provide comprehensive general liability coverage or a plan of self-insurance for its acts on the Reservoir Facility property.

B. Washington County

1. Utah State Parks has agreed to allow the County and the District to obtain volunteer camp hosts using its camp host volunteer program and website. Using this tool, the County will provide two sets of camp hosts at the Reservoir Facility during the camping season to administer camping and other Reservoir Facility requirements and rules. The camp hosts will serve as County volunteers under the County's already-existing volunteer program and be covered by County insurance to the same extent as other volunteers. The County retains the ability to dismiss a camp host with or without cause. The County will provide two gator-utility vehicles for use by the camp hosts in administering Reservoir Facility requirements and rules.
2. The County will not charge or collect any fee from users for camping, reservations, or permits.
3. The County will provide comprehensive general liability coverage or a plan of self-insurance for its acts on the Reservoir Facility property, volunteer liability, vehicle coverage for County vehicles, and law enforcement liability coverage.

V. LEASE AGREEMENT

To further accomplish the Recreation Management Objectives of the District and the County, the District hereby leases the Reservoir Facility to the County for the purposes stated in this Agreement, specifically to engage camp hosts as County volunteers to administer overnight camping requirements and other Reservoir Facility use rules and County ordinances, to provide County vehicles for the camp hosts, and to provide law enforcement to enforce local, State and Federal law on the Reservoir Facility. The District reserves all other rights and duties with respect to ownership of the Reservoir Facility.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **RESERVOIR FACILITY PREMISES.** The District hereby leases to the County, and the County hereby leases from the District, the Reservoir Facility for the purposes identified in this Agreement, and subject to the terms and conditions specified in this Agreement. The District recognizes that the County has authority over the Reservoir Facility to enforce all laws, including County ordinances. The County acknowledges that the Agreement is not for exclusive use of the Reservoir Facility, and that the District shall retain all ability to use the property for the purposes stated in this Agreement, and for its other purposes, including unfettered use to collect, store, conserve, treat, supply and distribute water to users in the Districts service area.
2. **TERM.** The term of this Agreement shall commence on May 19, 2021, and end on October 31, 2021, unless otherwise terminated as provided for herein.
3. **RENT.** County shall pay to the District, as a rental fee for the Reservoir Facility use described herein, and for the term described herein, ten (\$10.00) dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.
4. **COST OF OPERATIONS.** The Parties agree that the various costs associated with the creation, use and operation of the Reservoir Facility will be borne by the individual Party charged with the particular duty as set forth in this Agreement. The District will administer, collect and have control over all camping reservations and fees. The County will not have any right or interest in the camping fees charged by the District.
5. **SUBLEASING PROHIBITED.** The County shall not sublease all or part of its leasehold interest in the Reservoir Facility to any person or entity.

VI. GENERAL

1. **Amendment.** This Agreement may be amended through written agreement of all Parties.
2. **Termination.** Any party may end its participation in this Agreement for any reason and at any time by providing thirty (30) days written notice to the other Party. If not terminated earlier, this Agreement will end on October 31, 2021.

3. Other Agreements. Nothing in this Agreement limits any Party from entering into other agreements with one another or with third parties.

4. Camp Hosts. The Parties agree that the camp hosts are volunteers, and will not be given any payment, per diem, stipend, or other compensation for their services, except reimbursement of actual costs in furtherance of their duties. Camp hosts will be provided a designated campsite and utility hookups as determined by the District. The County will provide two utility-gators for use in performance of their duties. The personal property of the camp hosts is their responsibility, and will not be insured by the Parties.

5. Indemnification. The County agrees to defend, indemnify, and hold harmless the District, and its employees, officers, representatives and agents from and against any and all loss to people or property from claims, demands, liabilities, suits, actions, judgments, liens and costs, including reasonable attorney's fees, incurred as a result of the County's activities and duties on the Reservoir Facility. The District agrees to defend, indemnify, and hold harmless the County, and its employees, elected officials, officers, representatives and agents from and against any and all loss to people or property from claims, demands, liabilities, suits, actions, judgments, liens and costs, including reasonable attorney's fees, incurred as a result of the District's activities and duties on the Reservoir Facility. Each Party shall give the other prompt notice of any such claim made or suit filed. Each Party agrees to defend against any claim brought or action filed against the other, whether such claim or action is rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, each Party agrees that the other Party may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the indemnifying Party.

6. Insurance.

A. The District's Duty to Insure. The District shall maintain comprehensive general liability insurance and premises liability insurance, or a plan of self-insurance, for its activities and operations on the Reservoir Facility, in an amount not less than Three Million Dollars (\$3,000,000). The District's insurance coverage cannot have an exclusion for the camping acts and recreation purposes contemplated in this Agreement.

B. The County's Duty to Insure. The County shall maintain comprehensive general liability insurance and premises liability insurance, or a plan of self-insurance, for its activities and operations on the Reservoir Facilities, in an amount not less than Three Million Dollars (\$3,000,000). The County's insurance coverage cannot have an exclusion for the camping acts and recreation purposes contemplated in this Agreement. County shall insure, or maintain a plan of self-insurance, for the two utility-gators owned by it. County also shall provide limited worker's compensation coverage for the camp host volunteers, but will not provide coverage for any property loss or damage to their vehicles, trailers, or other personal property.

7. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create any rights, duties, or obligations by the Parties to any person or entity not a party, and this Agreement shall

not be deemed to give rise to any right by any person or entity not a party against any Party to this Agreement. Nothing in this Agreement is intended to, nor shall be deemed to, relieve or discharge the obligation or liability of any person or entity not a party to this Agreement.

8. Authorities not Altered. Nothing in this Agreement alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this Agreement shall require any of the Parties to perform beyond its respective authority.

9. Financial Obligations. Nothing in this Agreement shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.

10. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

11. Counterparts. This Agreement may be executed in counterparts.

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

13. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations. This Agreement shall be construed according to the laws of the State of Utah. The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be 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.

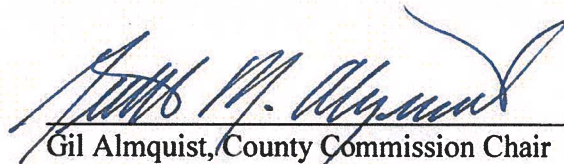
14. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

15. Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

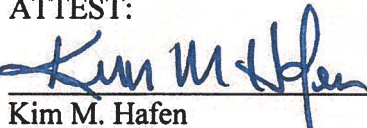
16. Points of Contact. Each Party designates below a primary point of contact ("POC") to coordinate all matters concerning the carrying out of activities under this Agreement. Any modifications to the POC will be provided in writing to the other parties. The contacts for work related to the project are:

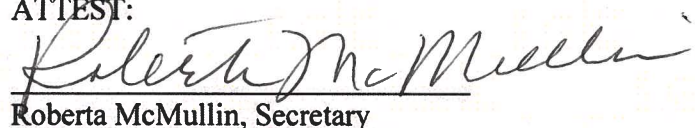
Party	Point of Contact	Address	Telephone	e-mail
Washington County	Victor Iverson	197 E. Tabernacle Str. St. George, UT 84770	435.634..5700	sarah.lloyd@washco.utah.gov
WCWCD	Zachary Renstrom	533 East Waterworks Dr. St. George, UT 84770	435.673.3617	zach@wcwcd.org

Entered into and effective on the date first written above:


 Gil Almquist, County Commission Chair
 Washington County

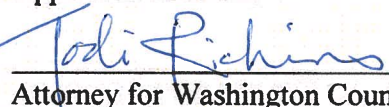

 Zachary Renstrom, General Manager
 Washington County Water Conservancy District

ATTEST:

 Kim M. Hafen
 Washington County Clerk-Auditor

ATTEST:

 Roberta McMullin, Secretary
 Washington County Water Conservancy District

Approved as to Form:

 Deputy Washington County Attorney

Approved as to Form:

 Attorney for Washington County Water
 Conservancy District

First Amendment to Agreement

This Amendment is entered into this 17th day of MAY, 2022, to amend the INTERLOCAL AGREEMENT AND LEASE REGARDING KOLOB RESERVOIR AND MANAGEMENT OF KOLOB RESERVOIR FACILITY dated May 19, 2021 by and between Washington County Water Conservancy District (the "District"), and Washington County ("County").

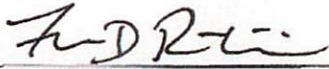
WHEREAS, the parties desire to amend the steps to be completed by the parties; and

WHEREAS, the parties desire to renew the Agreement and extend the Agreement term.

NOW THEREFORE, the Agreement is amended as follows:

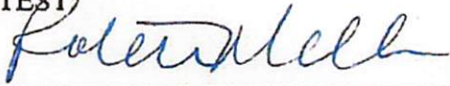
1. The Agreement shall be amended to state a camping season of May 26 through October 1.
2. Section III.A. shall be replaced in its entirety by "Reduce the risk of wildfire by following the Utah Division of Wildlife Resource Fire Restrictions, or Washington County Fire Restrictions, whichever is more restrictive."
3. Section IV.A.1. shall be replaced in its entirety by "The District agrees to follow the Utah Division of Wildlife Resources Fire Restrictions in the campground area, or Washington County Fire Restrictions, whichever is more restrictive. Fires are permitted only in a permanent fire pit where all combustible material has been removed within three feet of the fire pit."
4. Section IV.A.5. shall be replaced in its entirety by "The District will provide signage indicating designated campsites and advising the public of rules for the use of the Reservoir Facility."
5. Section IV.B.1. the following sentence will be deleted, "The County will provide two gator-utility vehicles for use by the camp hosts in administering Reservoir Facility requirements and rules," and will be replaced by the following sentence, "The County will provide one gator-utility vehicle for use by the camp hosts in administering Reservoir Facility requirements and rules."
6. Section V.2. Term shall be replaced in its entirety by "The term of this Agreement shall commence on May 19, 2021, and end on October 31, 2026, unless otherwise terminated as provided herein."
7. Section VI.2. Termination shall be replaced in its entirety by "Any party may end its participation in this Agreement for any reason and at any time by providing thirty (30) days written notice to the other Party."
8. Section VI.4. the following language will be stricken, "two utility-gators," and will be replaced with, "one utility-gator."
9. Section VI.6.B. the following language will be stricken, "two utility-gators," and will be replaced with, "one utility-gator."

All the remaining provisions of said Agreement shall remain in full force and effect.



Zachary Renstrom, General Manager
Washington County Water Conservancy District

ATTEST:

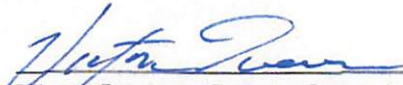


Roberta McMullin, Secretary
Washington County Water Conservancy District

Approved as to Form:



Attorney for Washington County Water
Conservancy District



Victor Iverson, County Commission Chair
Washington County

ATTEST:



Susan Lewis
Washington County Clerk-Auditor

Approved as to Form:



Deputy Washington County Attorney

Second Amendment to Agreement

This Amendment is entered into this 4 day of Aug, 2026, to amend the INTERLOCAL AGREEMENT AND LEASE REGARDING KOLOB RESERVOIR AND MANAGEMENT OF KOLOB RESERVOIR FACILITY dated May 19, 2021, and the FIRST AMENDMENT TO AGREEMENT dated May 17, 2022, by and between Washington County Water Conservancy District (the "District"), and Washington County ("County").

WHEREAS, the parties desire to renew the Agreement and the First Amendment to Agreement, and extend the term.

NOW THEREFORE, the Agreement and First Amendment to Agreement are amended as follows:

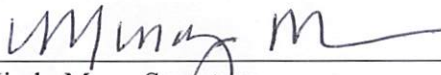
1. The Agreement and the First Amendment to Agreement, Section V.2. Term shall be replaced in its entirety by "The term of this agreement shall commence on May 19, 2021, and end on October 31, 2028, unless otherwise terminated as provided herein."

All the remaining provisions of said Agreement and First Amendment to Agreement shall remain in full force and effect.



Zachary Renstrom, General Manager
Washington County Water Conservancy District

ATTEST:



Mindy Mees, Secretary
Washington County Water Conservancy District

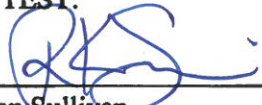
Approved as to Form:



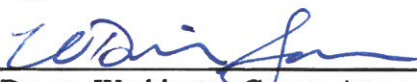
Attorney for Washington County Water
Conservancy District


Adam Snow, County Commission Chair
Washington County

ATTEST:


Ryan Sullivan
Washington County Clerk-Auditor

Approved as to Form:


Deputy Washington County Attorney

**WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
BOARD OF TRUSTEES A RESOLUTION OF A WATERSMART GRANT PROPOSAL
TO THE U.S. BUREAU OF RECLAMATION
RESOLUTION No. 2026-08-03-02**

WHEREAS, the Washington County Water Conservancy District (the "District") owns and operates water infrastructure serving Washington County, Utah, including the existing Hurricane Hydropower Facility located on the Virgin River near Hurricane, Utah;

WHEREAS, the District proposes the Quail Creek Hydropower Bypass Improvement Project (the "Project"), which will install a 16-inch Mokveld pressure dissipating valve, isolation valves, associated piping, appurtenances, and valve vault improvements within the footprint of the existing Hurricane Hydropower Facility;

WHEREAS, the Project is expected to improve water supply reliability, increase operational flexibility during low-flow periods, and provide stored water that may be strategically released to the Virgin River during periods of elevated temperatures and critically low natural flows;

WHEREAS, the Project is expected to support water quality and aquatic habitat objectives by improving river temperature conditions, dissolved oxygen levels, and habitat conditions for federally endangered native fish species, including the woundfin and Virgin River chub;

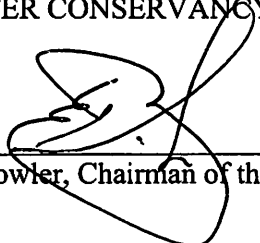
WHEREAS, the District desires to submit an application to Reclamation for financial assistance through the WaterSMART Enhancing Water Resources Program and to provide the required non-federal cost share through District funds, services, project management, engineering, construction funding

NOW THEREFORE, be it resolved that the Board of Trustees of the Washington County Water Conservancy District that:

- A. The General Manager is authorized to enter into an agreement with the U.S. Bureau of Reclamation;
- B. The District will commit to the financial and legal obligations associated with receipt of a financial assistance award;
- C. The District will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

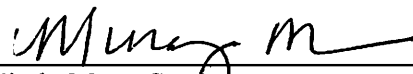
DATED this 3rd day of August, 2026.

WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT:



Ed Bowler, Chairman of the Board

ATTEST:



Mindy Mees, Secretary

VOTING:

Ed Bowler	Yea <u>X</u>	No <u> </u>
Adam Bowler	Yea <u> </u>	No <u> </u>
Clark Fawcett	Yea <u>X</u>	No <u> </u>
Victor Iverson	Yea <u>X</u>	No <u> </u>
Michele Randall	Yea <u> </u>	No <u> </u>
Kress Staheli	Yea <u> </u>	No <u> </u>
Rick Rosenberg	Yea <u>X</u>	No <u> </u>



Procurement Memo

To Zachary Renstrom, General Manager
From Trinity Stout, Reuse Project Manager
Date July 28, 2026
Subject Procurement of Construction Services

Type of Procurement: Invitation for Bids for Service.

Item Description: Construction Services for the TSWS to Chief Toquer Pump Station Project.

Reason for Procurement: The Reuse Department of the Washington County Water Conservancy District (district) needs to procure this service in order to construct the TSWS to Chief Toquer Pump Station Project.

Review of Bidders: Interstate Rock Products submitted the lowest responsive bid of \$2,110,745.00. Other bids received are described below.

Contractor	Bid Price
Interstate Rock	\$ 2,110,745.00
Landmark Excavating	\$ 2,131,155.00
Diamond W Construction	\$ 2,190,226.00
Advanced Construction and Design	\$ 2,257,090.00
Whitaker Construction	\$ 2,299,125.00
Ash Excavating	\$ 2,311,081.25
Condie Construction	\$ 2,361,790.00
Suncore	\$ 2,398,405.00
Phaze Concrete	\$ 2,581,969.23
BHI	\$ 2,987,425.00

Purchase Amount: \$2,110,745.00

Contract Type(s): Fixed Price

Accounting Codes: 62-5264-720

Approved:



Zachary Renstrom, General Manager

WHEN RECORDED RETURN TO:

Hurricane Valley Fire Special Service District
202 E. State St.
Hurricane, Utah 84737

Space Above This Line for Recorder's Use

Parcel No. A portion of H-4205-D-10

**QUIT CLAIM DEED WITH REVERSIONARY INTEREST AND RESTRICTIVE
COVENANTS**

This Quit Claim Deed with Reversionary Interest and Restrictive Covenants (this "Deed") is made and entered into as of _____, 2026, by Washington County Water Conservancy District, a Utah water conservancy district ("Grantor"), in favor of Hurricane Valley Fire Special Service District, a Utah special service district ("Grantee").

Subject to the restrictive covenants set forth herein, for good and valuable consideration, including the payment and fee-waiver consideration described below, Grantor hereby quitclaims to Grantee all of Grantor's right, title, and interest in and to the real property located in Washington County, Utah, as more particularly described as follows:

See **Exhibit A, Legal Description**, attached hereto and incorporated herein by this reference (the "Property").

REVERSIONARY INTEREST

Grantor reserves a right of reentry and reversionary interest in the Property. If Grantee violates any restriction or covenant set forth in this Deed, or fails to cure a material violation after notice and opportunity to cure as provided below, then Grantor may exercise its right of reentry, and title to the Property shall revert to Grantor.

RESTRICTIVE COVENANTS

1. Consideration.

- a. As material consideration for this conveyance, Grantee shall pay Grantor the sum of One Hundred Thousand Dollars (\$100,000.00) on or before the execution of this Deed.
- b. In addition, Grantee agrees to waive any fees, charges, or assessments that Grantee may otherwise charge Grantor, whether existing now or imposed in the future, including fees, charges or assessments associated with development, construction, use, occupancy, operation, or maintenance of Grantor's property or facilities within Grantee's jurisdiction; Grantee's response to fire, emergency, or

hazardous materials incidents involving Grantor's property or operations; and standby services requiring a fire department presence.

- c. The fee waiver described in this Section is a material consideration for Grantor's conveyance of the Property. If applicable law limits Grantee's ability to waive any category of fee or charge described above, Grantee shall cooperate in good faith to amend or supplement this Deed or enter into a related agreement so that the economic intent of the parties is realized to the greatest extent permitted by law.
2. **Permitted Use.** The Property is conveyed to Grantee upon the express condition that the Property shall be used solely for the development, construction, operation, maintenance, repair, replacement, and use of a fire station and related training site for lawful emergency response and public safety purposes. Such use may include station facilities, apparatus bays, offices, dispatch or communications support functions, crew quarters, storage areas, parking and staging areas for fire-fighting apparatus and support vehicles, utilities, security improvements, training props or areas, and other improvements, equipment, and activities customarily associated with a fire station and training site, subject at all times to the restrictions set forth in this Deed and all applicable laws.
3. **Transfer Restrictions.** Grantee shall not convey, assign, lease, or otherwise transfer the Property, or any interest therein, except to a governmental entity, special district, or other public body with providing substantially similar public safety services, and then only with Grantor's prior written consent. Any attempted transfer in violation of this Section shall be voidable by Grantor and shall constitute grounds for immediate exercise of Grantor's reversionary rights notwithstanding the notice and cure period provided for herein.
4. **Site Plan and Approval.** Prior to commencement of construction of the initial fire station, training site, and related improvements on the Property, or any future improvements, Grantee shall submit to Grantor for review and written approval a site plan depicting the proposed location of buildings, apparatus bays, training areas, access drives, parking and staging areas, utility lines, drainage and stormwater features, security features, lighting, and other material site improvements. Grantor's review shall be limited to confirming consistency with this Deed, protection of groundwater and water-related interests, reasonable compatibility with adjacent Grantor property and facilities, and access and utility coordination.
5. **Water Quality Protection.** Grantee shall not store, dispose of, release, or allow the storage, disposal, or release on the Property of chemicals, fuel, petroleum products, hazardous substances, or other materials that could impact, contaminate, impair, or adversely affect surface water, groundwater, aquifers, or any local water supply.
6. **Mechanical Work Prohibited.** Grantee shall not perform or allow the performance of any mechanical repair, servicing, oil changes, equipment disassembly, or similar

mechanical or maintenance work on fire apparatus, vehicles, or equipment on the Property.

7. **Fire Training Activities.** Grantee may establish and operate a fire training area on the Property; provided, however, that Grantee shall not burn or allow the burning of any treated wood, painted wood, composite materials, plastics, foams, rubber, petroleum-based products, chemicals, accelerants, or any other materials that could produce toxic, hazardous, or problematic ash, smoke, residue, or runoff. Training burns shall be limited to natural, untreated wood or timber or other non-toxic materials that have been expressly approved in writing by Grantor.
8. **Compliance with Law.** Grantee shall use and operate the Property in compliance with all applicable federal, state, and local laws, regulations, ordinances, and orders.
9. **Environmental Responsibility and Remediation.** Grantee shall be solely responsible for any contamination, discharge, or environmental condition caused by Grantee's use or occupancy of the Property or by Grantee's agents, employees, contractors, invitees, or operators. Grantee shall promptly notify Grantor of any spill, release, notice of violation, or threatened environmental claim relating to the Property, and Grantee shall, at its sole cost, promptly investigate, contain, remediate, and restore any affected area to the extent required by applicable law and reasonably necessary to protect groundwater and the Property.
10. **Maintenance of Property.** Grantee shall, at its sole cost, maintain the Property and any improvements in a clean, safe, orderly, and lawful condition, reasonable wear and tear excepted, subject to the restrictions and limitations set forth in this Deed.
11. **Covenants to Run with the Land.** The restrictive covenants and reversionary rights set forth in this Deed are intended to touch and concern the Property, shall run with the land, and shall bind Grantee and Grantee's successors and assigns for the benefit of Grantor and Grantor's successors and assigns.
12. **Notice and Cure.** Grantor shall provide Grantee written notice describing the alleged violation. Grantee shall have thirty (30) days after receipt of notice to cure the violation. No notice or cure period shall be required for an emergency condition that poses an immediate threat to groundwater, surface water, public health, or safety, or where otherwise specified herein.
13. **Indemnification.** Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's officers, board members, employees, agents, successors, and assigns from and against claims, demands, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney fees, arising out of or relating to: (a) Grantee's use or occupancy of the Property; (b) any act or omission of Grantee or Grantee's officers,

employees, agents, contractors, or invitees on or about the Property; (c) any environmental condition on or about the Property caused by Grantee or those acting by, through, or under Grantee; or (d) any breach by Grantee of this Deed, except to the extent caused by the negligence or willful misconduct of Grantor.

14. **Notices.** Any notice required or permitted under this Deed shall be in writing and shall be deemed given when personally delivered, one (1) business day after deposit with a nationally recognized overnight courier, or three (3) business days after being deposited in United States mail, postage prepaid, addressed to the parties at their respective principal offices or at such other address as either party may designate by notice.

IN WITNESS WHEREOF, the Grantor has executed this Quit Claim Deed with Reversionary Interest and Restrictive Covenants this ____ day of _____, 2026.

WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT

Zachary Renstrom, General Manager

STATE OF UTAH)
:ss.
COUNTY OF WASHINGTON)

On the ____ day of _____, 2026, personally appeared before me Zachary Renstrom who acknowledged to me that he is the General Manager of the Washington County Water Conservancy District, and that he executed the foregoing Quit Claim Deed with Reversionary Interest and Restrictive Covenants on behalf of the Washington County Water Conservancy District by appropriate authority and that the Quit Claim Deed was the act of Washington County Water Conservancy District for its stated purpose.

NOTARY PUBLIC

ACCEPTED by HURRICANE VALLEY FIRE SPECIAL SERVICE DISTRICT this ____ day of _____, 2026.

Name, Title

On the ____ day of _____, 2026, personally appeared before me _____ who duly acknowledged to me that he is the _____ of the Hurricane Valley Fire Special Service District, and that he executed the foregoing acknowledgment on behalf of the Hurricane Valley Fire Special Service District by appropriate authority and that the acknowledgment was the act of Hurricane Valley Fire Special Service District.

NOTARY PUBLIC

EXHIBIT A

Legal Description

BEGINNING AT A POINT WHICH IS S 1°05'19" W 353.25 FEET ALONG THE EAST LINE OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, AND N 90°00'00" W 951.48 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 23, AND RUNNING THENCE S 75°44'46" W 453.13 FEET; THENCE N 14°20'48" W 384.53 FEET; THENCE N 75°44'46" E 453.13 FEET: THENCE S 14°20'48" E 384.53 FEET, TO THE POINT OF BEGINNING.
CONTAINS 174,242 SQ FT OR 4.00 ACRES MORE OR LESS

EXHIBIT B


Map of Conveyed Parcel





Board of Trustees Meeting

August 3, 2026

Agenda

- Public hearing to establish the retail water rate schedule for Silver Cliffs Subdivision
- Consider a resolution establishing the retail water rate for Silver Cliffs Subdivision
- Consider authorizing a conservation easement on a portion of District property as mitigation required by the Army Corp of Engineers for Washington City's Sullivan Park erosion control project
- Consider approval of a Memorandum of Understanding for WCWCD Funding for Woundfin Care and Production
- Consider supporting federal legislation authorizing the conveyance of certain federal lands for water reuse and water supply infrastructure
- Consider approving an amendment to the Interlocal Agreement and Lease Regarding Kolob Reservoir and Management of Kolob Reservoir Facility
- Consider resolution authorizing a grant application for Reclamation's WaterSMART Enhancing Water Resources Projects for the Quail Creek Hydro Bypass dissipating value replacement
- Consider approval of construction agreement for the TSWS to Chief Toquer pump station project
- Consider approving conveyance of property near Sand Hollow Reservoir to Hurricane Valley Fire District for fire and training station
- Consider approving a Memorandum of Understanding for projects near Diamond Valley, including water and sewer systems
- Consider authorizing the disposition of surplus Water District land
- Discussion regarding the District assuming operational control of the Angell Springs water system
- Manager's report
- Consider approval of July 6, 2026, board meeting minutes

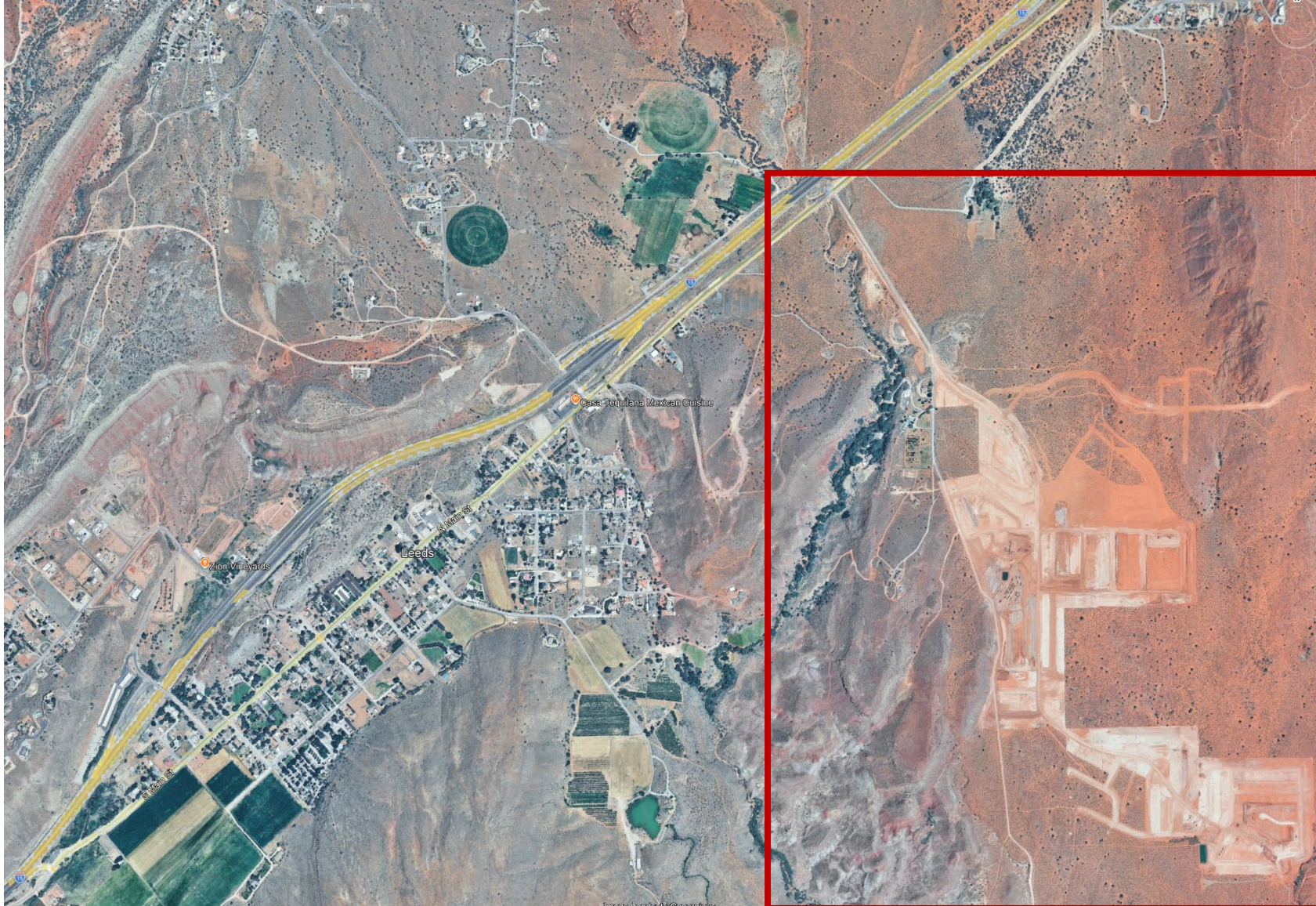


1. Public hearing to establish the retail water rate schedule for Silver Cliffs Subdivision

- Jacob Sullivan, WCWCD Finance Manager
- For action



Silver Cliffs Subdivision



Silver Cliffs Subdivision Phases



Monthly Water Fee Schedule

Rate per 1,000 gallons	Gallons
\$20.00 minimum fee for each connected user	N/A
\$2.00	1 – 12,000 gallons
\$2.50	12,001 – 17,000 gallons
\$3.00	17,001 – 22,000 gallons
\$3.50	22,001 – 27,000 gallons
\$6.00	27,001 – 32,000 gallons
\$10.00	Over 32,000 gallons



Other Fees and Charges

Fee or Charge	Rate
Water Surcharge Rate	\$15.00 per 1,000 gallons for usage over 290,000 gallons in any calendar year
Water Development Surcharge	\$1.75 per month per ERC
Excess Water Use Surcharge	An additional \$10.00 per 1,000 gallons for everything over 8,000 gallons per month
Late Fee	As provided in Utah Code
Interest Rate	As provided in Utah Code
Minimum Fee for Resumption of Service	\$100.00
¾" Meter Connection Fee	\$400.00



2. Consider a resolution establishing the retail water rate for Silver Cliffs Subdivision

- Jacob Sullivan, WCWCD Finance Manager
- For action



Item 2 - Recommendation

Move to approve the resolution adopting a retail water rate schedule for the Silver Cliffs Subdivision as presented, effective August 3, 2026.



3. Consider authorizing a conservation easement on a portion of District property as mitigation required by the Army Corp of Engineers for Washington City's Sullivan Park erosion control project

- Steve Meisner, WCWCD/VRP Local Coordinator
- For action



Potential Conservation Easement for Washington City



Expected Area of easement



Property

- Acquired for conservation (2007)
- Within floodway/floodplain

Mitigation

- 1.23 acres (3:1 mit. Ratio)
- Easement required for ACOE

Item 3 - Recommendation

- Move to authorize staff to negotiate a conservation easement on WCWCD property to facilitate Washington City mitigation.

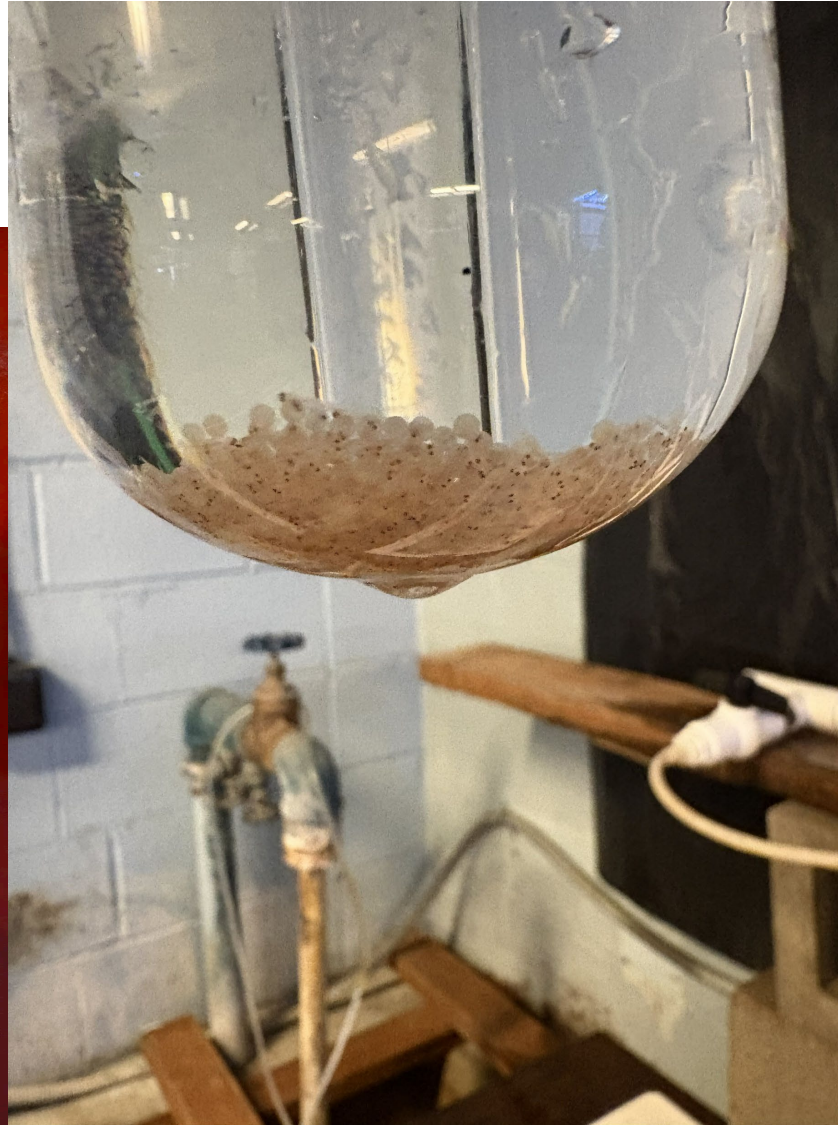


4. Consider approval of a Memorandum of Understanding for WCWCD funding for woundfin care and protection

- Steve Meisner, WCWCD/VRP Local Coordinator
- For action



Woundfin

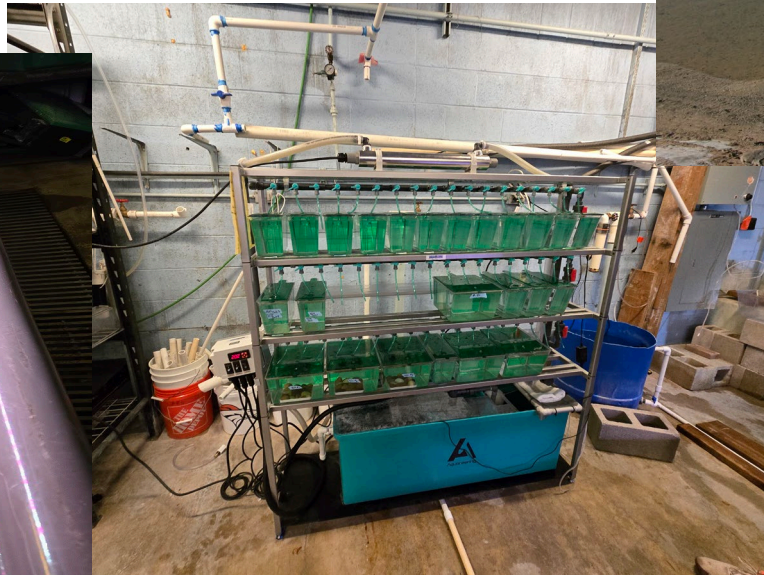
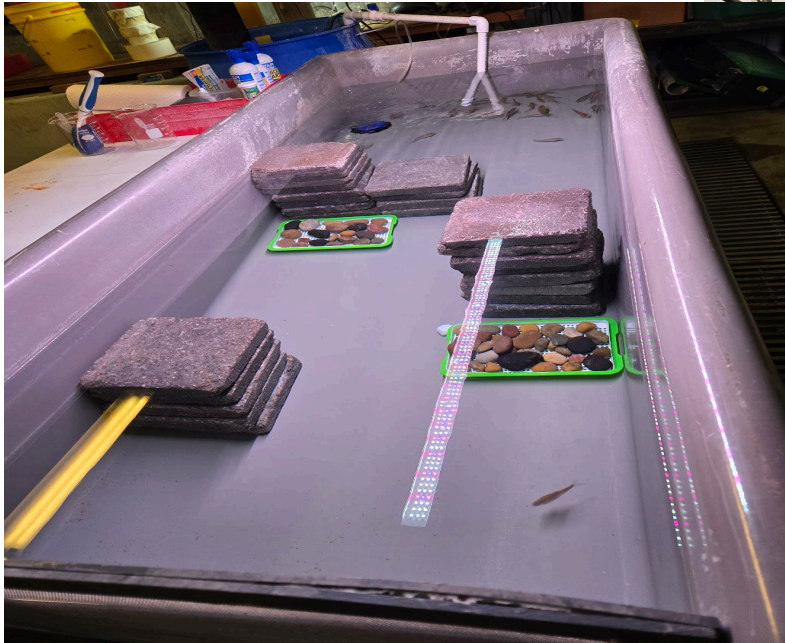


Logan hatchery



Situation

- Majority of Woundfin in hatcheries
- Intensive effort = costly
- Excellent success at AAHRC
- Funding for UDWR Woundfin biologist
- Helps fund future mitigation needs
- Enhances relationship with USFWS
- Benefits populations



Analysis

- Basis for future mitigation agreements with USFWS
- WCWCD can terminate any time
- Mitigation acquired is perpetual until used
 - \$25,000 = 1 acre mitigation
- Enhances ongoing recovery efforts
- \$70K/year with 4% annual increase for 5 years
- Excellent mitigation value



Item 4 - Recommendation

Move to approve Memorandum of Understanding for WCWCD funding for woundfin care and production.



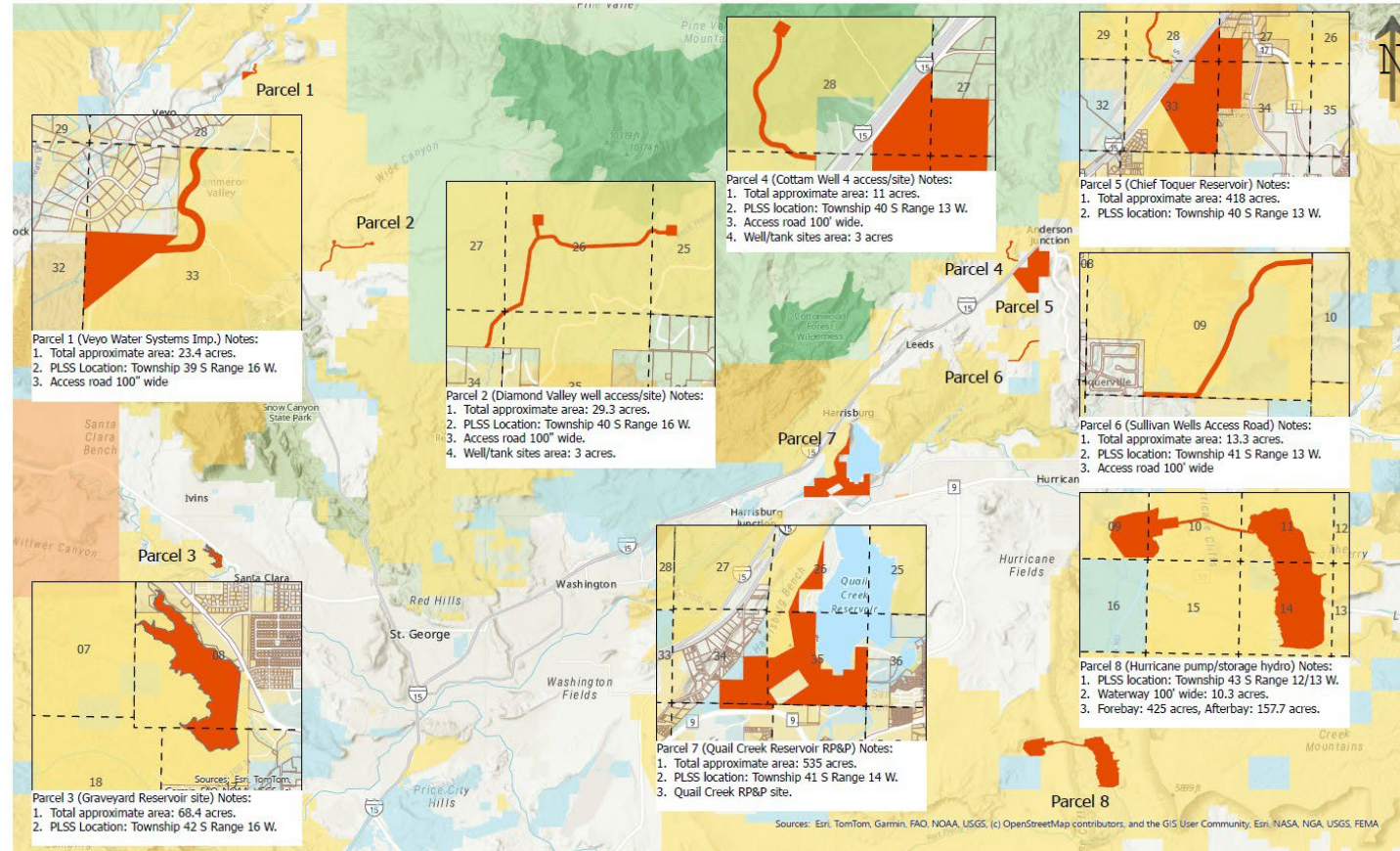
5. Consider supporting federal legislation authorizing the conveyance of certain federal lands for water reuse and water supply infrastructure

- Zach Renstrom, WCWCD, General Manager
- For action



Critical Regional Water Infrastructure Parcels Map

07/27/2026



Water Infrastructure Parcels

Number	Description	Acreage
1	Veyo Water System Improvements	23.4
2	Diamond Valley Well Access Road and Site	29.3
3	Graveyard Reservoir Site	68.4
4	Cottam Well #4 Access Road and Site	11.0
5	Chief Toquer Reservoir Site	418.0
6	Sullivan Wells Access Road	13.3
7	Quail Creek Reservoir RP&P Lease Site	535.0
8	Hurricane Pumped-storage Hydropower Site	593.0
	Total acreage	1691.4

Note: Total acreage is approximate and may be revised based on land surveys.



Item 5 - Recommendation

Move to authorize the conveyance of certain federal lands for water reuse and water supply infrastructure.



6. Consider approving an amendment to the Interlocal Agreement and Lease regarding Kolob Reservoir and Management of Kolob Reservoir Facility

- Whit Bundy, WCWCD, Staff Engineer
- For action



Item 6 - Recommendation

Move to approve the Amendment to the Interlocal Agreement and Lease regarding Kolob Reservoir and management of Kolob Reservoir facility.





7. Consider resolution authorizing a grant application for Reclamation's WaterSMART Enhancing Water Resources Projects for the Quail Creek Hydro Bypass dissipating valve replacement

- Steve Meisner, WCWCD/VRP Local Coordinator
- For action



Situation

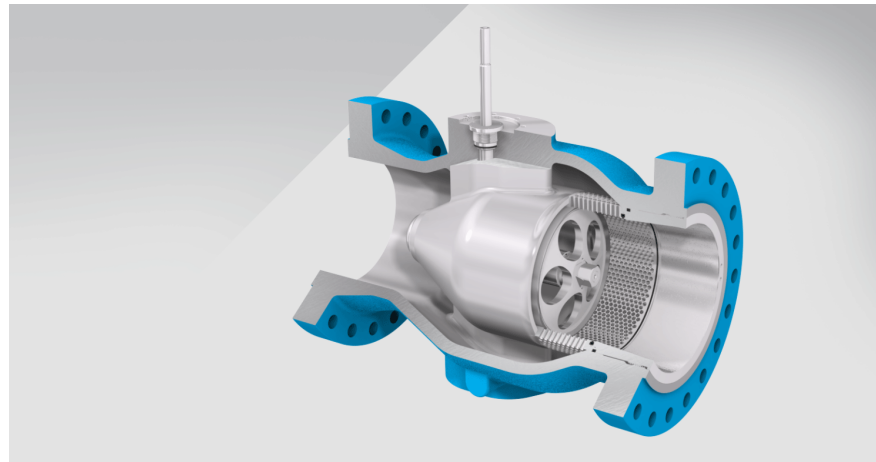


- Summer flow conditions
- Flexibility in water management
- Augments storage



Bureau of Reclamation WaterSmart Enhancing Water Resources Projects

- Total Budget of \$378,420.00
 - Cost Share: 75%/25%
 - Federal Funds: \$283,815
 - Districts Funds: \$94,605



Item 7 - Recommendation

Move to approve the resolution to allow the District to submit an application to Reclamation's WaterSMART grant for Quail Creek Hydro Bypass dissipating valve replacement project.

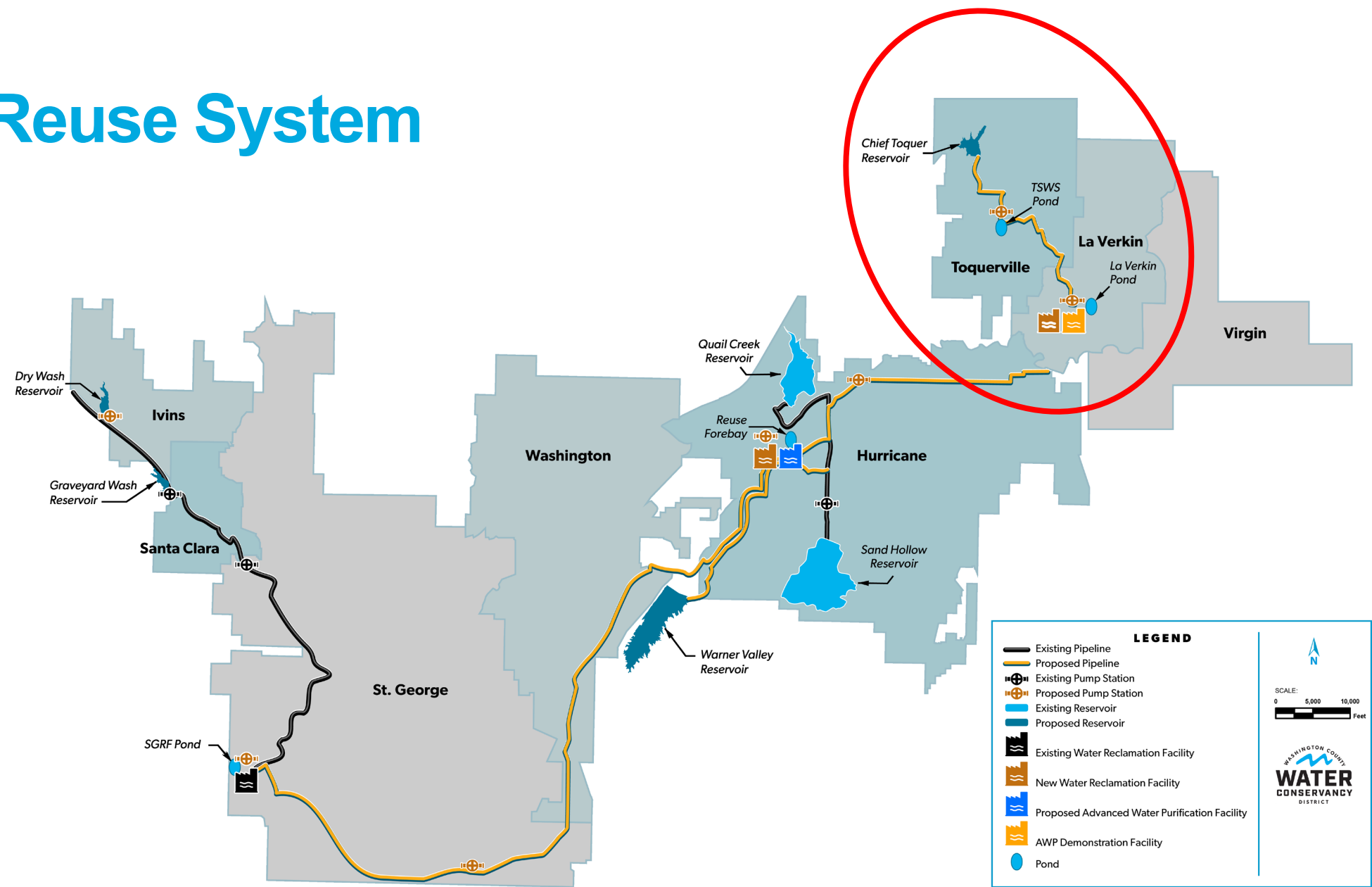


8. Consider approval of construction agreement for the TSWS to Chief Toquer pump station project

- Morgan Drake, WCWCD Reuse Program Manager
- For action

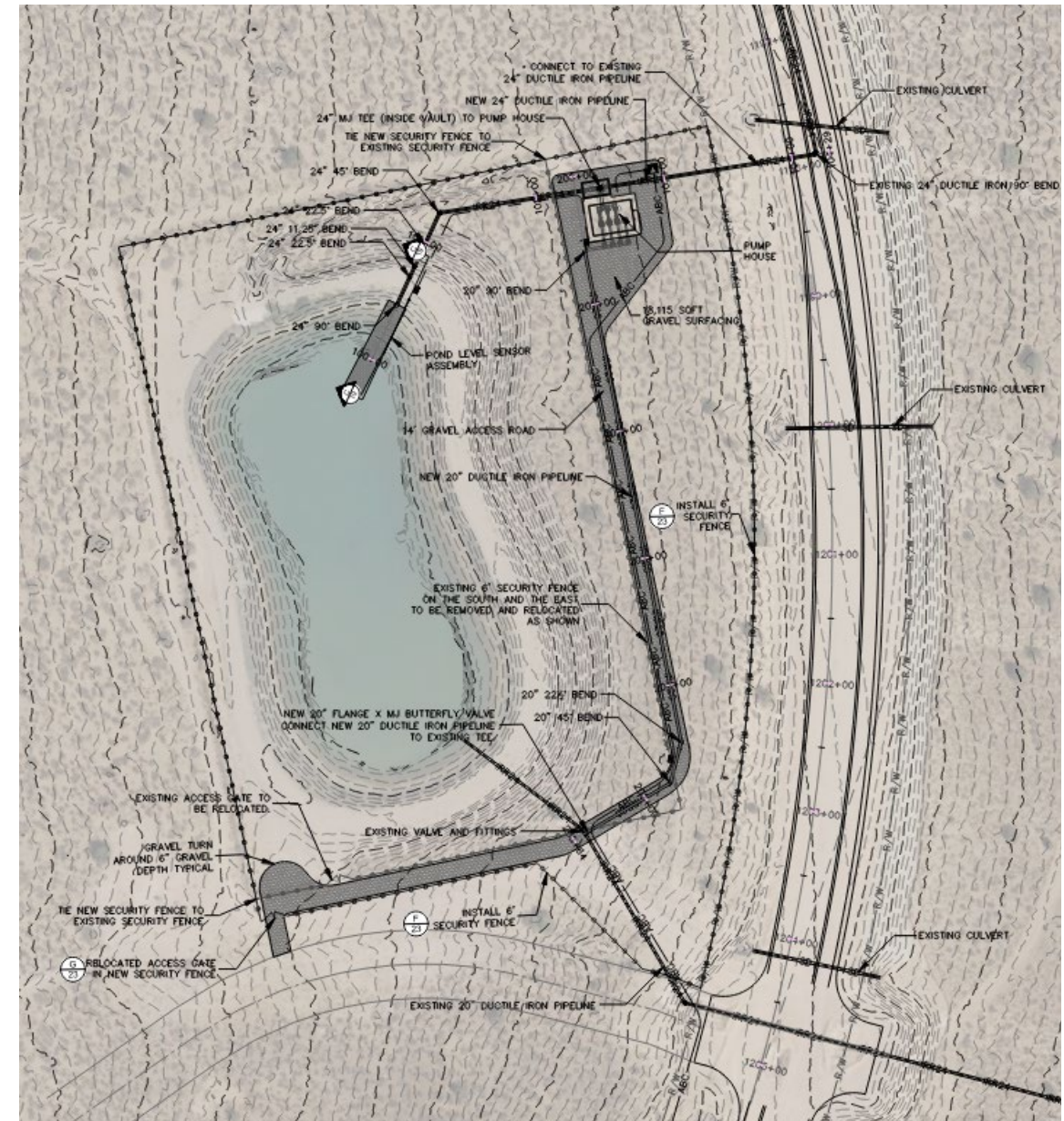


East Side Reuse System



Project Summary

- Connect Chief Toquer to TSWS
- Connect TSWS to Pump Station
- TSWS to Chief Toquer Pump Station



Bid Tabulation

Contractor	Bid Price
Interstate Rock	\$ 2,110,745.00
Landmark Excavating	\$ 2,131,155.00
Diamond W Construction	\$ 2,190,226.00
Advanced Construction and Design	\$ 2,257,090.00
Whitaker Construction	\$ 2,299,125.00
Ash Excavating	\$ 2,311,081.25
Condie Construction	\$ 2,361,790.00
Suncore	\$ 2,398,405.00
Phaze Concrete	\$ 2,581,969.23
BHI	\$ 2,987,425.00



Item 8 - Recommendation

- Move to approve the Construction Agreement with Interstate Rock Products for the TSWS to Chief Toquer Pump Station Project for the amount of \$2,110,745.00.



9. Consider approving conveyance of property near Sand Hollow Reservoir to Hurricane Valley Fire District for fire and training station

- Zach Renstrom, WCWCD General Manager
- For action



Site Location



Summary of Purchase

- Payment: \$100,000 due on or before conveyance
- Waiver of Fees: HVFSSD waives all existing or future fees, charges or assessments that could otherwise be charged to WCWCD
- Quit-Claim Deed: Containing conditions that cause the property to revert to WCWCD if the HVFSSD is non-compliant



Conditions of Reversionary Clause in Quit-Claim Deed

- Use: fire station and training site only
- Transfer: only to a public entity with similar public-safety services
- Site plans: require WCWCD approval before construction
- Hazardous materials: none stored or released that could contaminate water
- Training burns: approved, non-toxic materials only (no treated wood)
- Environmental compliance: HVFSSD responsible for compliance and cleanup
- Maintenance: HVFSSD keeps property clean, safe, orderly, and lawful
- Other: additional provisions as approved by the WCWCD General Manager



Item 9 - Recommendation

Move to approve conveyance of property near Sand Hollow Reservoir to Hurricane Valley Fire District for construction of a fire and training station.



10. Consider approval of a Memorandum of Understanding for projects near Diamond Valley, including water and sewer system

- Zach Renstrom, WCWCD General Manager
- For action





Proposal

- Water System
 - Developer will acquire all the necessary water rights
 - Developer will build the system to WCWCD standards, including wells, pipes, tanks, and SCADA.
- Sewer System
 - Developer will build a sewer line from Diamond Valley to connected with St George City's sewer line in the Ledges.
 - St. George has tentatively agreed to the connection and allow 1,300 new sewer connections to the line.
 - Developer will be required to pay St. George City's sewer impact fees.
- County
 - Developer is required get approval from County for any construction or zoning.



Item 10 - Recommendation

Move to approve staff to negotiate and enter into an agreement with the developer Kirk Willey, for the construction and future operation of a water and sewer system in Diamond Valley.



11. Consider authorizing the disposition of surplus Water District land approval

- Zach Renstrom, WCWCD General Manager
- For action





Sand Hollow State Park



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
- Wider
- Wider 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.



Item 11 - Recommendation

Move to approve the authorization of the disposition of surplus land as shown in the maps.

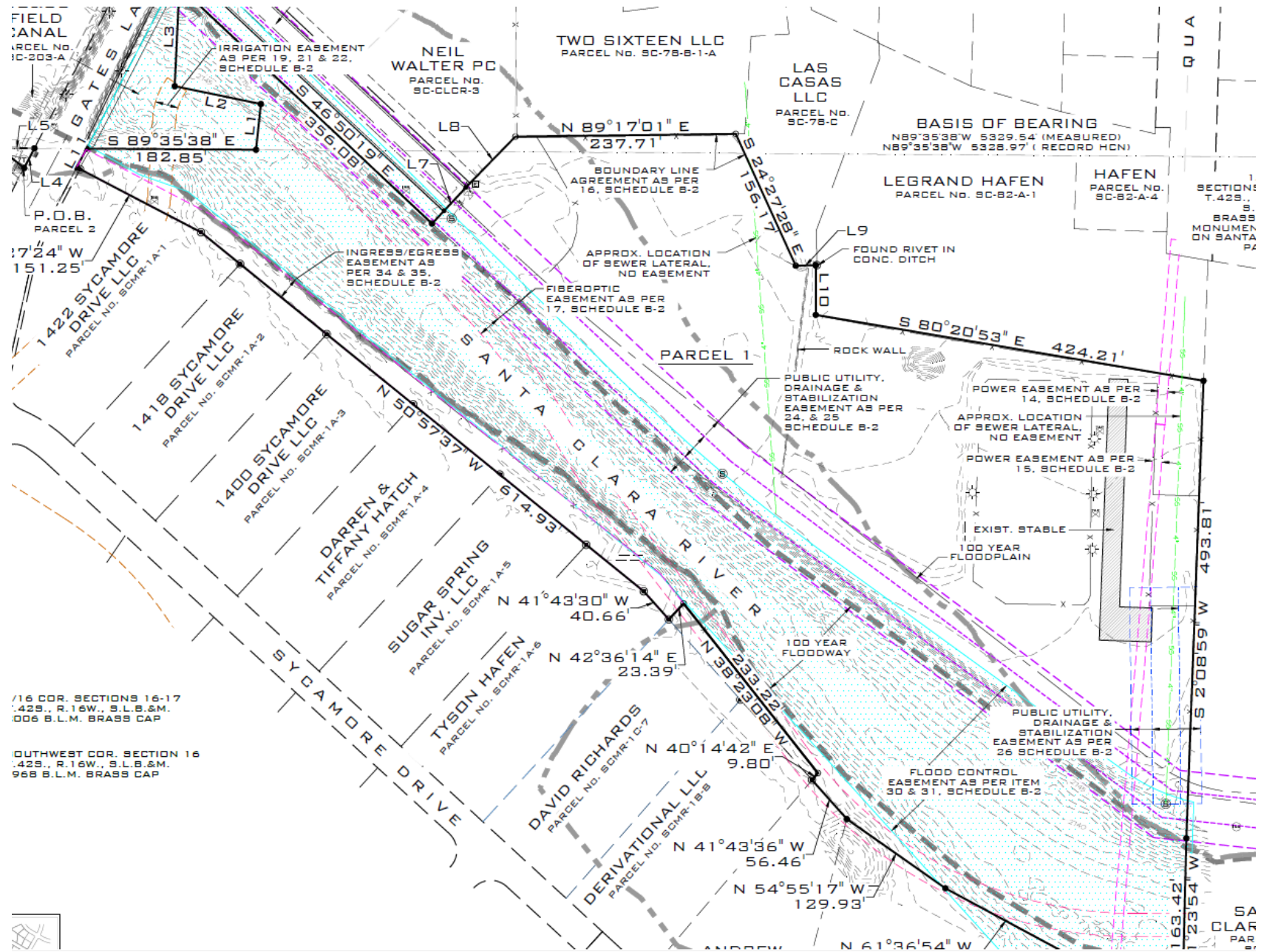


12. Consider approving the abandonment of an existing easement

- Zach Renstrom, WCWCD General Manager
- For action







Item 12 - Recommendation

Move to approve the formal removal of the abandoned easement along the Santa Clara River between Gates Lane and Chapel St.



13. Discussion regarding the District assuming operational control of the Angell Springs water system

- Zach Renstrom, WCWCD General Manager
- For discussion



Funding

- No additional Funds from the Division of Drinking Water
- Special Assessment
 - A special assessment that would go on the property tax bill.
 - \$1,800 per year for 20 yrs at 0% interest.
- Water Rates
 - District makes a special water rate for Angell Springs
 - \$152 per month for 20 yrs at 0% interest, plus the standard monthly bill.



14. Manager's Report

- Zach Renstrom, WCWCD General Manager
- For discussion



15. Consider approval of July 6, 2026 board meeting minutes

- Zach Renstrom, WCWCD General Manager
- For action



Item 15 - Recommendation

Move to approve July 6, 2026, board meeting minutes.



Thank you for participating in this board meeting



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