



Bona Vista Water Improvement District

2020 W 1300 N, Farr West, Utah 84404

Phone (801) 621-0474

**Agenda for Board of Directors Meeting
Scheduled for September 28, 2026
To be held at the District's Office at 2:00 p.m.**

1. Call Meeting to Order – *Chairman Stratford*
2. Approve Meeting Minutes from August 31, 2026 – *Chairman Stratford*
3. Review and Motion to Approve August 2026 Check Register – *Shauna Gilchrist*
4. Project Updates – *Matt Fox*
5. Water Report– *Matt Fox*
6. Discussion and Motion on Ford F250 Sales Price – *Matt Fox*
7. Discussion and Motion of Resolution 10-2026 to Annex Property into the District for parcel numbers 19-010-0088, 19-010-0014 of SteelCreek Phase 4 Development owned by Westside Investments LC – *Matt Fox*
8. Discussion and Motion on District Benefits and Compensation Review – *Power Point*
9. Discussion and Motion of Interlocal Cooperation Agreement Between Weber County on behalf of the Weber County Clerk's Office, Elections Division and Bona Vista Water District
10. Motion to Enter into Closed Meeting to Discuss Purchase of Real Property
11. Staff and Board Comments.
12. Adjournment

Join Zoom Meeting

<https://us02web.zoom.us/j/8500694452?omn=87332781445>

Meeting ID: 850 069 4452



Bona Vista Water Improvement District

2020 W 1300 N, Ogden, Utah 84404

Phone (801) 621-0474

Board of Trustees Meeting Minutes

Date: Monday, August 31, 2026

Time: 2:00 p.m.

Location: Bona Vista Water Improvement District Office

Board Members Present:

Ronald Stratford, Chairman

Mayor Roger Shuman

Mayor Les Syme

Mayor Phil Meyer

Mayor David Bolos

Electronic Attendees via Zoom/Telephone:

Chris Crockett, Legal

Mike Miller – Member of the Public

Excused Attendees:

n/a

Staff Members Present:

Matt Fox, General Manager

Kenny Hefflefinger, Assistant Manager

Shauna Gilchrist, Clerk/Admin Manager

Greg Seegmiller, District Engineer

Guest Presenter:

Cameron Jackson

Craig Jackson

Legal Representative of ColeWest

1. Call to Order

Chairman Ronald Stratford called the meeting to order at 2:00 p.m.

2. Approve Meeting Minutes from July 27, 2026

Motion: Mayor Shuman

Second: Mayor Meyer

Vote: Unanimous Ayes – Bolos, Syme, Meyer, Stratford, Shuman

Result: Motion carried.

3. Review and Motion to Approve July 2026 Check Register

Motion: Mayor Bolos

Second: Mayor Syme

Vote: Unanimous Ayes – Bolos, Syme, Meyer, Stratford, Shuman

Result: Motion carried.

4. Motion and Discussion of Petition to Annex Property into the District for SteelCreek Phase 4 Development owned by Westside Investments LC

Motion to Approve: Mayor Shuman

Second: Mayor Syme

Vote: Unanimous Ayes – Bolos, Syme, Meyer, Stratford, Shuman

Result: Motion carried.

5. Project Updates

Tank: The tank is being backfilled and is waiting for electricians to install the wiring.

Harrisville Road: Work on Harrisville Road is finishing up with the tie-in to the vault. The work is expected to be completed within the next couple of weeks. Mayor Syme inquired whether the delays would warrant additional charges to the contractor. Matt stated that the project was close to completion and that it would probably be best to finish the work without imposing a penalty.

Railroad Bore: The railroad bore is on hold while waiting for the railroad to communicate with us. Contractors and the District have contacted the railroad but have not received a response or resolution. Contractors are scheduled to meet with the District the following week. The bid was awarded to Marriott Construction, with Nix Construction performing the bore.

Well Protest: There has been no change in the status of the well protest.

Chairman Stratford asked whether the District owns property that could be considered for drilling a well. Matt stated that the District owns the North Ogden and Hot Springs Tank properties, which could be considered.

6. Water Report

Matt reported that the District's water percentages are looking good. The next several months will be important depending on the weather and how long secondary water remains available. Citizens are doing well at conserving water.

7. Cole West Discussion on Pleasant Plains Development

Cameron Jackson introduced Craig Jackson and explained that Craig Jackson owns the property in Plain City and that ColeWest is currently under contract to purchase the property. ColeWest

has been working with Mayor Meyer and Plain City staff on a development agreement for the property.

ColeWest explained that, because of the property's geographical location and available water resources, several water-service options are being evaluated, including working with Bona Vista, Warren-West Warren Water District, or potentially creating a new water district. ColeWest stated that it believes Bona Vista could make sense for the project and requested the Board's feedback regarding how the project could benefit the District.

ColeWest stated that discussions regarding the property and Bona Vista began approximately four years ago. In 2025, discussions included potentially annexing the property into Bona Vista. At that time, the understanding was that if the property owner took care of secondary water, the property could be annexed without a water dedication requirement. ColeWest stated that, based on those discussions, it made significant investments and decisions regarding the property, including granting an easement to Bona Vista without consideration.

ColeWest acknowledged that Bona Vista adopted a new resolution in 2026 requiring new annexations to bring water shares into the District. ColeWest stated that it understands the requirement and would bring water shares if the property is annexed.

The primary concern raised by ColeWest was the District's current water dedication/conversion rate. ColeWest stated that the rate appeared high and requested discussion regarding whether the rate could be reconsidered based on more recent water-use data.

ColeWest also asked whether there were opportunities for the development to provide additional benefits to Bona Vista beyond the minimum requirements for annexation, including potential well sites, water rights, storage, infrastructure, or other improvements.

Matt explained that the benefit of a potential well site depends on both the quality and quantity of the groundwater available. He noted that the District had previously purchased property and spent \$400,000 on a possible well that ultimately was not viable. Matt stated that dedicating land for a well does not necessarily benefit the District without knowing what water is available beneath the property.

Matt also stated that water quality generally becomes poorer farther west. Greg stated that studies have been conducted for years showing that water quality decreases as the distance to the Great Salt Lake decreases.

ColeWest clarified that its intent was to explore whether the parties could work together to identify potential well sites or other infrastructure opportunities that could benefit both the development and the District. ColeWest noted that the project could involve approximately 3,500 residential units over an estimated 25-year buildout.

Chris Crockett, legal counsel, advised the Board that both actual water ("wet water") and water rights ("paper water") need to be considered in evaluating the proposal. He also advised that the

proposal was premature for the Board to make a determination because there was not yet a formal written proposal or annexation application.

ColeWest stated that it has significant water rights and estimated that it has more than 3,000 acre-feet of water rights available for consideration. ColeWest expressed a willingness to bring those water rights to the District and provide the required storage and transmission infrastructure.

The Board and staff emphasized that any annexation must comply with the District's requirements and that ColeWest would need to provide its fair share of water rights and infrastructure. Several Board members questioned why ColeWest would offer more than the District requires. ColeWest explained that it was attempting to identify ways to provide additional value to the District in exchange for greater certainty regarding the development.

ColeWest discussed the possibility of a development or annexation agreement establishing requirements and formulas for water dedication, infrastructure, storage, and other obligations over the project's long-term buildout. ColeWest stated that the agreement could potentially establish a formula rather than a fixed number because water requirements and other factors may change over time.

ColeWest also raised concerns regarding the District's current system-specific sizing and the conversion rate. ColeWest proposed that the District consider using more recent water-use data and suggested that a dedication rate of approximately 0.25 might be more appropriate than the current 0.34 rate.

Greg disagreed with certain aspects of ColeWest's analysis and stated that the District is currently operating under system-specific sizing established by the State. He noted that the system-specific sizing is reviewed approximately every three years. Greg also stated that the variability factor had not been eliminated as ColeWest had understood.

ColeWest explained that its proposed annexation would likely occur in phases. Water rights would be dedicated with each residential plat, while commercial dedication requirements could be evaluated based on individual site plans because water use can vary significantly between commercial uses.

The Board discussed the importance of protecting existing District customers and ensuring that adequate water resources and infrastructure are available before accepting a large development. Board members noted that water is a finite resource and expressed a preference for ensuring that the District is adequately protected rather than underestimating future requirements.

Greg outlined several engineering considerations for the development, including:

- A well site would generally require a minimum of approximately one acre.
- Wells should generally be limited to approximately 800–1,000 gallons per minute to avoid excessive groundwater drawdown and impacts to nearby wells.
- Based on current estimates, the development may require at least two wells.

- Above ground infrastructure would need to be located above the applicable flood elevation and above the historic Great Salt Lake elevation of 4,272 feet.
- Indoor storage requirements would be approximately 1.3 million gallons based on current system-specific sizing.
- If a separate pressure zone is created, additional fire storage may be required.
- Depending on the system design, fire-flow requirements could range from approximately 2,000 gallons per minute for two hours to 8,000 gallons per minute for four hours.
- The District would need additional information regarding paper water, wet water, storage, distribution, pressure-reducing valves, and the proposed development schedule.

Greg requested that ColeWest provide a detailed proposal identifying how water rights, source water, storage, distribution infrastructure, and other requirements would be phased with the development.

The Board also discussed the timing of water-right dedication. Greg explained that the District would need to receive sufficient water rights when annexation occurs but would not necessarily want to receive and account for the entire development's water rights at one time if the project is expected to build out over approximately 25 years. A phased annexation and dedication proposal would therefore be useful.

Chris advised ColeWest to submit a written proposal identifying its requested water dedication rate, the basis for its calculations, and any additional benefits or infrastructure it proposes to provide to the District. He stated that the District could then evaluate whether to maintain its existing resolution, modify it, or request additional information.

ColeWest also raised the issue of District fees. Matt stated that the current annexation fee is \$1,000 per acre and that tie-in fees are \$450 plus \$75 per lot. ColeWest questioned the application of the \$1,000-per-acre annexation fee to a property of approximately 1,500 acres.

ColeWest stated that it would be willing to pay engineering and legal review costs and suggested that a fee structure could be developed based on actual District costs. The Board discussed the possibility of requiring an escrow account to cover engineering, legal, and other District costs associated with reviewing the proposal.

Chris recommended that an escrow arrangement be considered. The Board requested that ColeWest submit a proposal and that District staff develop a fee structure or hourly rates so that the parties could better understand the anticipated costs.

The Board and ColeWest also discussed concerns regarding the long-term development period and the possibility that the property could be sold during the approximately 25-year buildout. ColeWest stated that development agreements can address assignment provisions and other protections to ensure that obligations remain with the project.

ColeWest stated that it wants to work with Bona Vista but needs sufficient certainty regarding water requirements and other District obligations before completing the purchase of the property.

Legal Counsel Discussion Regarding Promissory Estoppel and Detrimental Reliance

Chris Crockett stated that he had heard discussion regarding promissory estoppel and detrimental reliance in connection with the prior communications and discussions between ColeWest and the District. Chris stated that he had previously advised the Board regarding these legal issues and that the Board was aware of the matter.

Chris requested that any further communications or discussions specifically concerning promissory estoppel, detrimental reliance, or related legal claims be directed through him as the District's legal counsel. He advised the parties to communicate with him regarding those particular issues rather than addressing them separately with District staff or Board members.

The discussion concluded with Greg and Chris reiterating that a written proposal would be the appropriate next step. The proposal should identify the requested dedication rate, water rights, source water, storage, distribution infrastructure, phasing, timing, and additional benefits to the District.

Chairman Stratford concluded that the Board had discussed the matter sufficiently for the day. Cameron stated that ColeWest would prepare a proposal. Chairman Stratford invited the representatives to remain for the remainder of the meeting.

Pleasant Plains Presentation attached as Exhibit A

8. Staff and Board Comments

Mayor Shuman: No comment.

Mayor Bolos: No comment.

Mayor Syme: Thanked everyone for remaining level-headed during the discussion. He stated that the Board needs to remain focused on the District and make decisions that protect Bona Vista and its customers.

Mayor Meyer: Thanked the Board and stated that the discussion was productive. He said that reviewing the proposal further would not hurt the District and that, given concerns about future water availability, the District should remain open to evaluating potential options. He suggested that engineers and attorneys should be involved in further review if the proposal moves forward.

Kenny Hefflefinger: No comment; thanked the attendees.

Greg Seegmiller: No additional comment.

Matt Fox: Thanked the Board and ColeWest for the discussion.

Quint: Thanked the Board for taking the time to discuss the proposal.

Chairman Stratford: Stated that although attendees may have arrived with different concerns or preconceived ideas, he felt the discussion had been productive and that there were additional matters to discuss.

9. Adjournment

Motion: Mayor Bolos

Second: Mayor Stratford

Vote: Unanimous Ayes – Bolos, Syme, Meyer, Stratford, Shuman

Result: Motion carried.

Draft Minutes Submitted By:

Shauna Gilchrist

District Clerk / Administrative Manager

Date Submitted: September 25, 2026

EXHIBIT A

Culinary Water Rights Dedication

Pleasant Plains Ranch Master Planned Community

Presented to the Board of Trustees | Bona Vista Water Improvement District
Cole West Land Company | August 2026

THE REQUEST

Why are we here?



Pleasant Plains Ranch History

- Landowners began discussions with district 4 years ago
- Outcome of 2025 discussions required no Water Rights dedications if secondary water needs were satisfied elsewhere
- Easement granted with no consideration
- A portion of property already annexed
- Resolution passed in 2026 requiring new rights dedications to annex

THE DISTRICT'S SUPPLY POSITION

Bona Vista Water Sources and Uses

Source	Water Right (AF/yr)	2023 Production (AF)	2018–2023 Average (AF)
Harrisville Well	107.94	0	0
Plain City Well	260.62	0	0
Farr West Well	4,008.68	0	137.2
North Ogden Spring	386.10	161.00	133.9
Water rights the District owns	4,763.34	161.00	271.1
Weber Basin — purchased		3,537.00	3,424.1
Ogden City — purchased		1,419.00	1,204.8
Purchased access	5,236	4,956.00	4,628.9
Total delivered	9,999	5,117.00	4,900.0

Two of the District's four owned sources — the Harrisville Well and the Plain City Well — have produced nothing in any year from 2018 through 2023. Pleasant Plains Ranch sits within Plain City.

Source: Bona Vista Water Improvement District Water Conservation Plan, November 2024, prepared by J-U-B Engineers — Table 2 (water rights) and Table 3 (annual production from water sources). Purchased access of 5,236 AF is the combined Weber Basin and Ogden City figure stated in that plan.

4,763 AF

of water rights the District owns

271 AF

average annual production from them,
2018–2023 — 5.7% of the rights held

94.5%

of all water delivered over the period
was purchased from Weber Basin
and Ogden City

What Cole West will bring to the District

- ✓ A dedicated well site
- ✓ Land for treatment and transmission
- ✓ Water Rights dedication with each residential plat & commercial site
- ✓ Proportionate share of storage, transmission
- ✓ Long term financial stability (~\$30M through buildout, \$2M recurring thereafter)

THE REQUEST

What we are asking the Board to do:

Ask the Division of Drinking Water to reconsider the District's sizing standard.

The District's standard was set in March 2023 on a data window ending in 2022, and it includes a variability factor that DDW removed from its guidance three months later. The determination letter provides for reconsideration every three years or on request. It is now over three years old. **A reconsideration costs the District nothing and lowers its own compliance obligation.**

0.25

PROPOSED DEDICATION RATE

The District's own five-year mean source water per ERC. Not a Cole West figure.

0.34

CURRENT STATED RATE

2020 source water per ERC of 0.284, times an optional 19% factor.

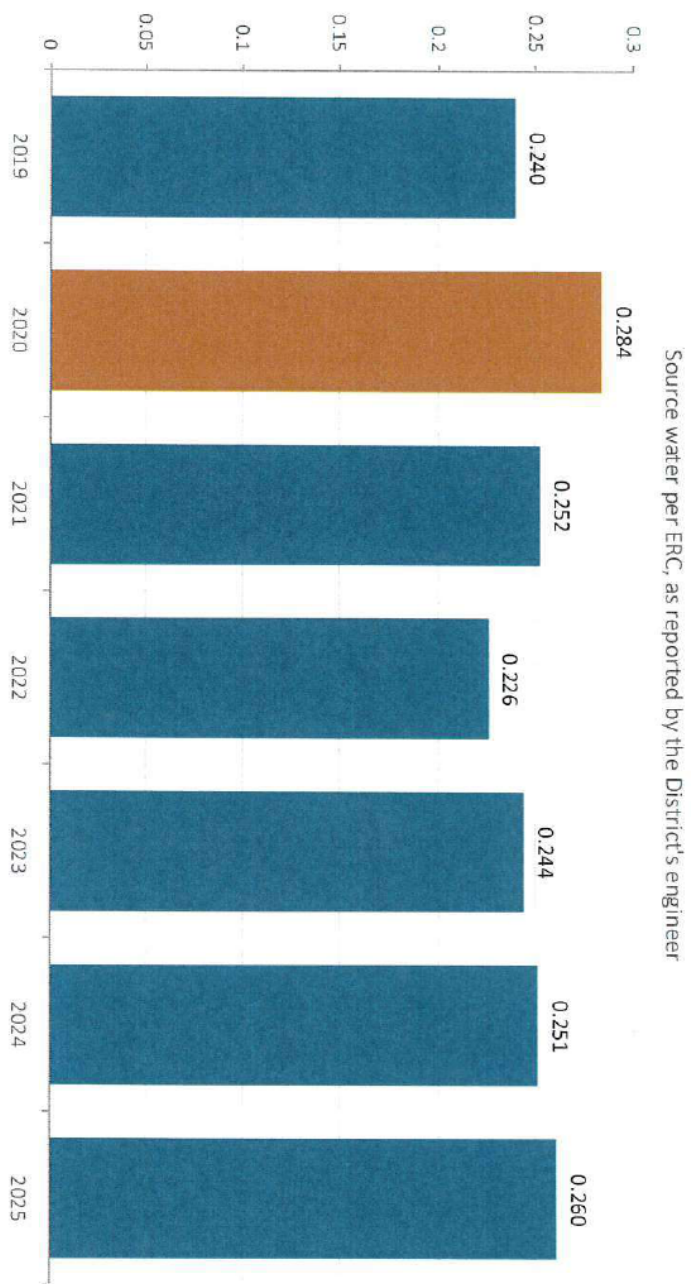
315 AF

THE DIFFERENCE

Across 3,500 residential connections: 875 acre-feet rather than 1,190.

ELECTION ONE

The current standard anchors on 2020



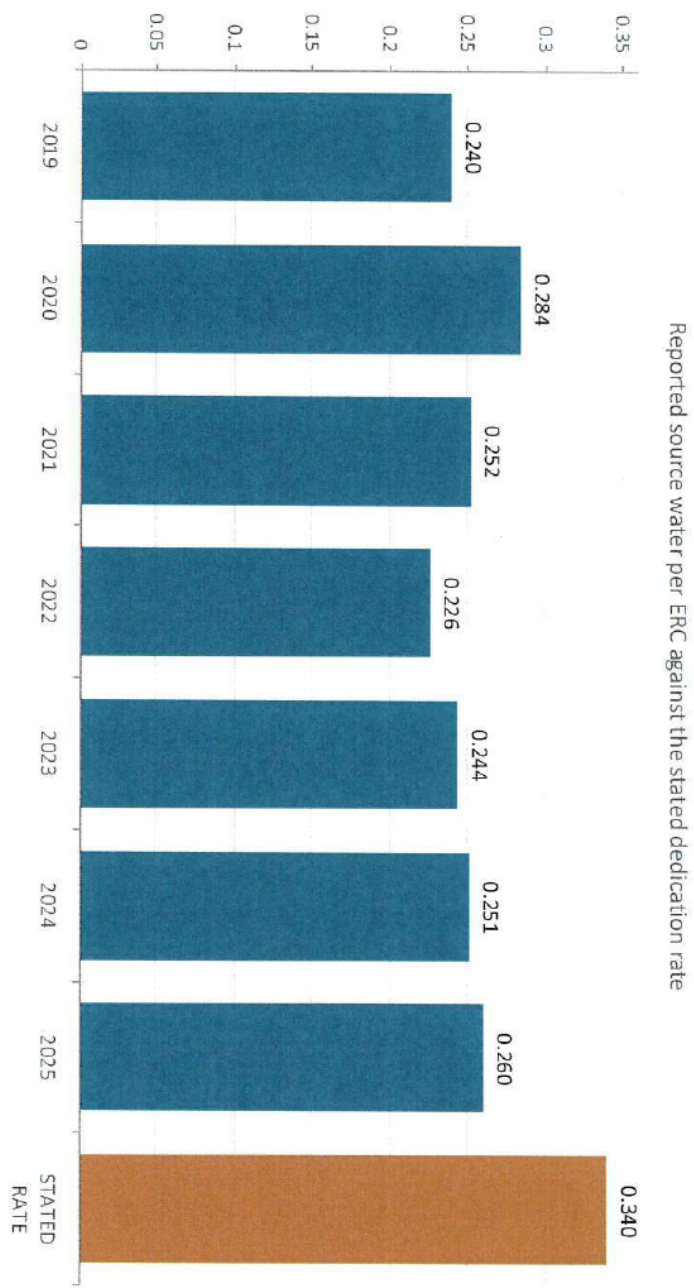
0.284
2020, the only year above 0.26

0.247
five-year mean, 2021-2025

+16%
system growth since 2020
18,817 to 21,843 ERCs

Figures reproduced exactly from the District's July 2 presentation.

The 19% variability factor produces a figure never observed



+20%
above the highest year
ever recorded

June 2023

DDW removed the factor
as a requirement

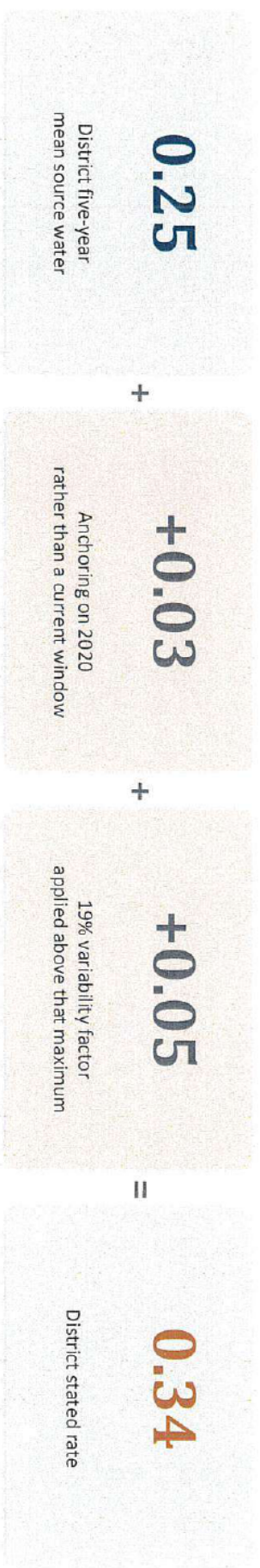
March 2023

date of the District's
determination letter

Source: Utah DEQ, System Sizing and Capacity Evaluation — changes to the Detailed Guidance approved June 28, 2023.

THE GAP

0.34 rests on two discretionary choices

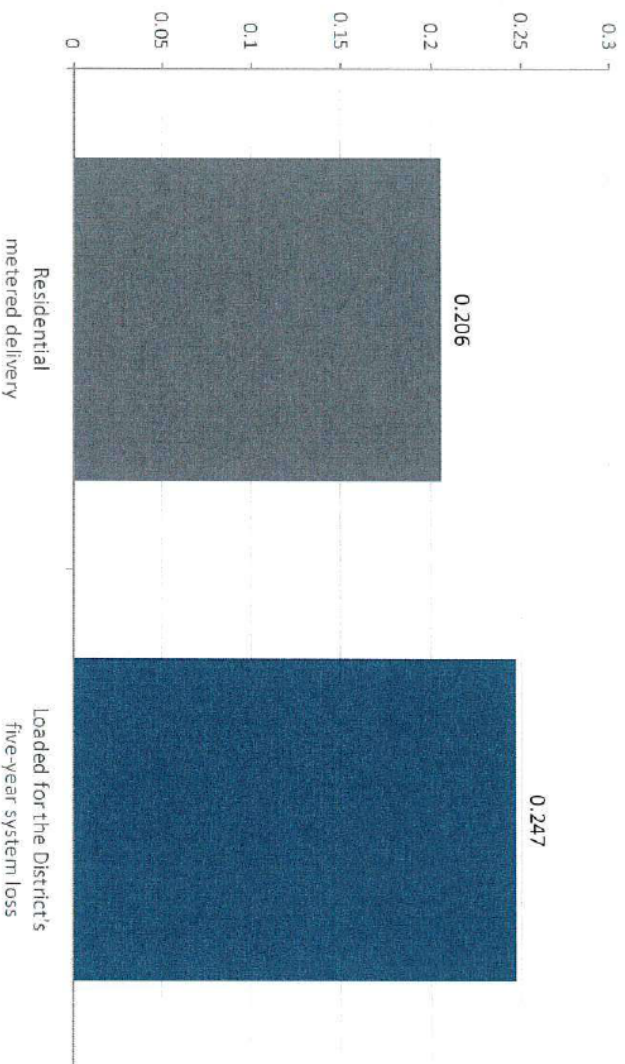


Neither choice is required by rule.

Reconciliation: $0.25 + 0.033 + 0.054 + 0.003$ rounding = 0.34.

From metered delivery to 0.25

Two steps, both from the District's own reported data



0.206

9,474 AF delivered to 45,972 residential connections, 2021-2025 pooled. Commercial and industrial excluded from both sides.

÷ 0.8356

The District's own five-year system loss of 16.44% applied without adjustment.

0.247

Identical to the District's own five-year mean source water per ERC. Proposed at 0.25.

RESULT

Where the analysis lands

0.25

Cole West
proposed

0.34

District
stated

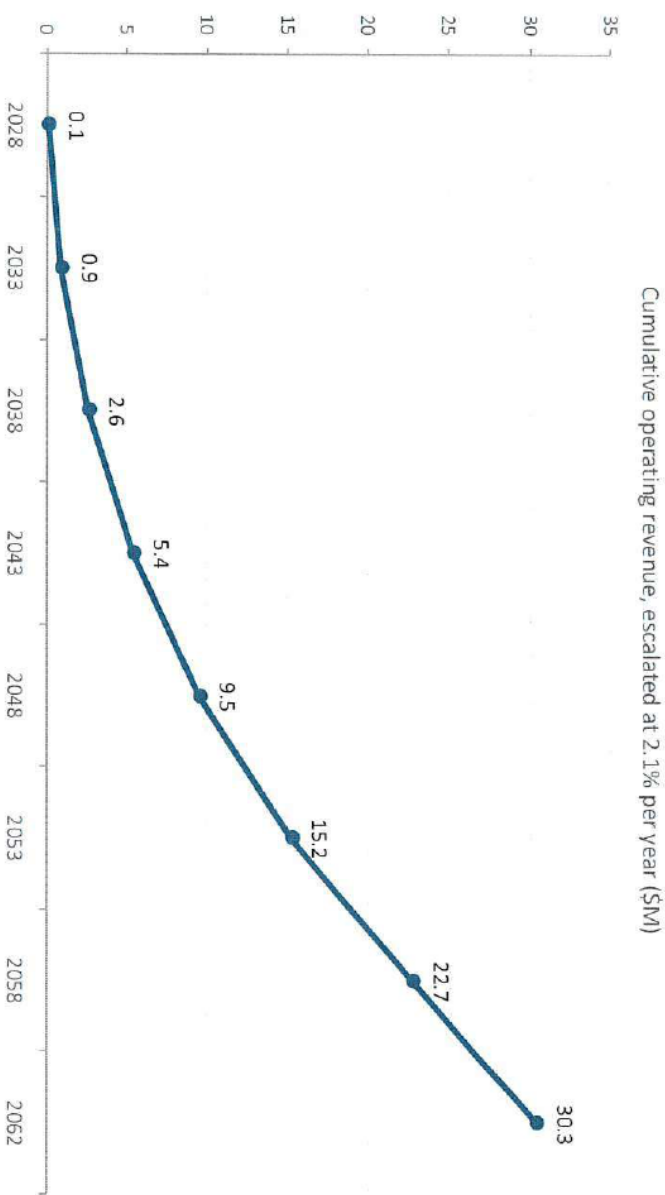
0.206

Residential
metered

0.247 0.266
SUPPORTED RANGE

WHAT THE PROJECT DELIVERS

Operating revenue through buildout



\$30.3M

operating revenue through
buildout, 2028-2062

\$2.0M

recurring annually once
the project is complete

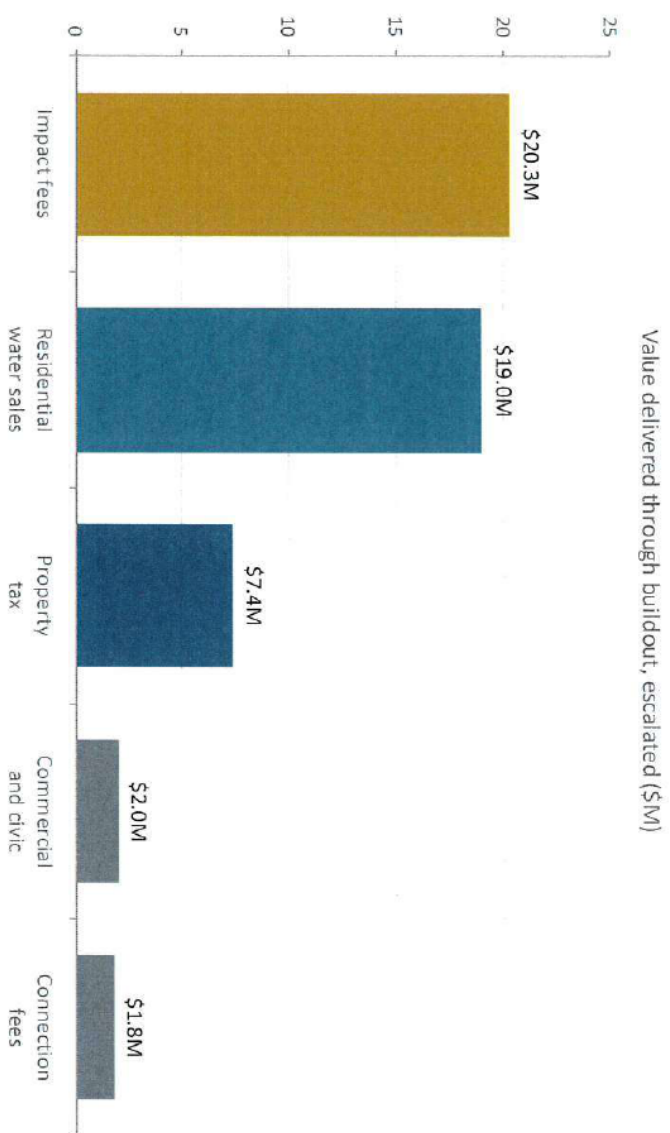
+34%

increase in the District's
connection count

Water sales, property tax, connection fees and commercial accounts. Excludes impact fees, which are addressed separately. Built from the District's published 2024 rate schedule and 2025 adopted budget; absorption of 100 homes per year from 2028.

WHAT THE PROJECT DELIVERS

Where the value comes from



\$20.3M in cash or in kind

Impact fees fund system improvements. Where Cole West builds those improvements, the Impact Fees Act requires a credit against the fee. Either way the District receives the value — and receives it as each phase is built rather than as fees arrive over 35 years.

\$30.3M not subject to offset

Water sales, property tax, commercial accounts and connection fees are operating revenue. None of it is creditable against infrastructure and none of it depends on how the construction question is resolved.

Request reconsideration from the Division

Determination issued

March 16, 2023

Data window

Reporting years ending 2022

Variability factor removed from DDW requirements

June 28, 2023

Reconsideration available

Every three years, or upon request

Age of the standard today

Three years, five months

Cole West will fund the engineering supporting the request and will accept whatever standard the Division sets.

Thank You!

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount
08/26	08/12/2026	16318	2225	HOME DEPOT CRC	200.91- V
08/26	08/06/2026	16463	1126	AWP, INC	40.00
08/26	08/06/2026	16464	4585	Blue Stakes of Utah 811	819.35
08/26	08/06/2026	16465	6326	Blueline Services	135.00
08/26	08/06/2026	16466	1440	Central Weber Sewer Improvement District	34,373.35
08/26	08/06/2026	16467	1855	Farr West City	216,965.25
08/26	08/06/2026	16468	2080	Harrisville City	180,936.41
08/26	08/06/2026	16469	6376	HD Fowler Company	3,902.03
08/26	08/06/2026	16470	6224	Les Olson IT	223.97
08/26	08/06/2026	16471	6288	MARRIOTT-SLATERVILLE CITY	59,083.26
08/26	08/06/2026	16472	6356	MOMENTUM EMPLOYER GROUP	1,700.00
08/26	08/06/2026	16473	6383	NetCuras	.00 V
08/26	08/06/2026	16474	4200	Plain City	.00 V
08/26	08/06/2026	16475	4499	Shred-It / Stericycle, Inc.	.00 V
08/26	08/06/2026	16476	6355	SWAV LLC	.00 V
08/26	08/06/2026	16477	6317	UniFirst Corporation	.00 V
08/26	08/06/2026	16478	6334	U.S. Bank Equipment Finance	190.46
08/26	08/06/2026	16479	6303	Wheeler Machinery Co.	1,357.96
08/26	08/06/2026	16480	5680	Wilson Lane Service	447.36
08/26	08/06/2026	16481	6383	NetCuras	1,508.20
08/26	08/06/2026	16482	4200	Plain City	180,087.73
08/26	08/06/2026	16483	4499	Shred-It / Stericycle, Inc.	117.19
08/26	08/06/2026	16484	6355	SWAV LLC	395.00
08/26	08/06/2026	16485	6317	UniFirst Corporation	126.06
08/26	08/17/2026	16486	6361	BOWEN CONSTRUCTION	100,804.00
08/26	08/17/2026	16487	1360	CAL RANCH STORE	39.94
08/26	08/17/2026	16488	5640	CHILD RICHARDS CPAS & ADVISORS	3,980.00
08/26	08/17/2026	16489	6252	COMMERCIAL TIRE	600.00
08/26	08/17/2026	16490	1922	Freedom Mailing Services	2,944.37
08/26	08/17/2026	16491	1961	Granite Construction Company	1,398.47
08/26	08/17/2026	16492	2961	Marriott - Satterthwaite Rock Products	1,686.66
08/26	08/17/2026	16493	3265	MOUNTAINLAND SUPPLY COMPANY	305.13
08/26	08/17/2026	16494	2605	Pilot Thomas	3,625.28
08/26	08/17/2026	16495	4200	Plain City	1,379.00
08/26	08/17/2026	16496	6384	Saunders Excavation	313,671.00
08/26	08/17/2026	16497	4642	Fleet Operations - Fuel Network	3,318.91
08/26	08/17/2026	16498	6389	Sweep 'N' Utah	285.00
08/26	08/17/2026	16499	6317	UniFirst Corporation	69.44
08/26	08/17/2026	16500	6119	Granite Credit Union	7,537.00
08/26	08/17/2026	16501	5441	Weber Basin Water Quality	1,440.00
08/26	08/18/2026	16507	6292	Christopher K. Crockett	3,437.50
08/26	08/18/2026	16508	2960	MARRIOTT CONSTRUCTION	22,145.14
08/26	08/18/2026	16509	6317	UniFirst Corporation	69.44
08/26	08/05/2026	26080501	1056	Bank of Utah / Cardmember Service	682.79 M
08/26	08/05/2026	26080502	1056	Bank of Utah / Cardmember Service	807.85 M
08/26	08/21/2026	26082101	1056	Bank of Utah / Cardmember Service	1,887.42 M
08/26	08/21/2026	26082102	1056	Bank of Utah / Cardmember Service	2,679.98 M
08/26	08/26/2026	26082601	6256	Enbridge Gas	7.65 M
08/26	08/14/2026	202673041	5080	Rocky Mountain Power	4,592.62 M
08/26	08/14/2026	202673042	6357	INVOICE CLOUD	6,162.10 M
Grand Totals:					1,167,764.36



WATER USE REPORT

Summary of August 2026				
	2023	2024	2025	2026
Weber Basin	498	384	447	493
Ogden City	60	46	85	95
Farr West Well	0	87	95	0
North Ogden	21	22	15	0
Total AF:	579	539	642	588

Weber Basin Water Conservancy District								
	3180 A.F.		3786 A.F.		3786 A.F.		3634.56	
MONTH	2023		2024		2025		2026	
	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS
January	237	77,070,000	208	67,645,000	208	67,614,083	194	63,093,000
February	189	61,739,000	210	68,481,000	215	70,175,271	187	60,910,000
March	202	65,660,000	252	81,977,000	189	61,585,839	194	63,297,000
April	213	69,432,000	192	62,616,000	214	69,732,114	204	66,415,400
May	269	87,562,000	214	69,722,000	344	112,007,000	254	82,748,000
June	390	127,099,000	314	102,224,000	378	123,220,556	324	105,358,000
July	410	133,664,000	425	138,470,000	400	130,340,400	495	161,418,000
August	498	162,435,000	384	125,013,000	447	145,509,000	493	160,666,000
September	395	128,808,000	388	126,551,000	463	150,833,169		
October	297	96,710,000	320	104,164,000	329	107,179,000		
November	200	65,330,000	224	73,143,000	188	60,997,000		
December	237	77,110,000	229	745,130,000	185	60,135,802		
TOTAL	3537	1,152,619,000	3359	1,765,136,000	3559	1,159,329,234	2345	763,905,400
% of Contracted Water Used:	93.4%		88.7%		94.0%		64.5%	

Ogden City								
	1451 A.F.		1451 A.F.		1451 A.F.		1450 A.F.	
MONTH	2023		2024		2025		2026	
	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS
January	131	42,729,390	126	41,259,000	153	49,855,203	165	53,544,406
February	158	51,526,800	140	45,559,000	158	51,484,458	146	47,248,395
March	118	38,339,000	135	43,909,000	49	15,966,699	86	28,137,499
April	109	35,388,330	158	51,428,000	105	34,214,355	67	21,819,902
May	61	19,929,670	183	59,614,000	140	45,471,800	114	37,037,703
June	103	33,435,000	114	37,300,000	124	40,395,748	105	34,212,548
July	70	22,854,000	134	23,623,000	142	46,270,842	121	39,458,435
August	60	19,546,000	46	15,049,000	85	36,528,236	95	30,833,640
September	82	26,677,000	53	17,312,000	72	23,461,272	0	
October	90	29,384,000	88	28,829,000	87	28,085,453	0	
November	79	25,615,000	154	50,128,000	180	58,653,180	0	
December	99	32,273,000	88	28,638,000	166	53,960,535	0	
TOTAL	1159	377,697,190	1419	442,648,000	1457	474,744,050	899	292,292,528
% of Contracted Water Used:	80.0%		97.9%		100.5%		62.0%	

Farr West Well

MONTH	1291 A.F.		1291 A.F.		1291 A.F.		1291 A.F.	
	2023 A.F.	GALLONS	2024 A.F.	GALLONS	2025 A.F.	GALLONS	2026 A.F.	GALLONS
January	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	12	368,347.00
March	0	0	0	0	89	29,000,739	89	28,928,807
April	0	0	126	41,033,114	82	26,719,782	70	22,062,377
May	0	0	98	32,056,738	36	11,634,615	115	37,429,430
June	0	0	100	32,460,933	85	27,788,573	101	32,760,822
July	0	0	99	32,275,713	127	41,383,077	2	781,672
August	0	0	87	28,266,948	95	30,732,098	0	0
September	0	0	44	14,260,302	0	0		
October	0	0	0	0	0	0		
November	0	0	0	0	0	0		
December	0	0	0	9,280	0	0		
TOTAL	0	0	553	180,363,028	514	167,258,884	389	121,963,108
% of Contracted Water Used:	0.0%		42.9%		39.8%		30.1%	

North Ogden Spring

MONTH	241 A.F.		241 A.F.		241 A.F.		241 A.F.	
	2023 A.F.	GALLONS	2024 A.F.	GALLONS	2025 A.F.	GALLONS	2026 A.F.	GALLONS
January	0	0	17	5,540,000	16	5,213,616	6	1,771,000
February	0	0	0	0	2	651,702	13	4,217,000
March	13	4,180,000	0	0	0	0	12	3,836,100
April	0	0	0	0	5	1,629,255	27	8,829,900
May	5	1,584,000	24	7,823,000	32	10,427,232	28	9,103,000
June	39	12,634,000	32	10,481,000	18	5,767,563	0	0
July	22	7,263,000	27	8,670,000	15	4,887,765	0	0
August	21	6,742,000	22	7,214,000	15	4,887,765	0	0
September	19	6,182,000	16	5,286,000	12	3,761,000		
October	15	4,986,000	16	5,190,000	18	5,660,000		
November	18	5,946,000	16	5,280,000	11	3,584,361		
December	9	2,776,000	11	3,274,000	10	3,145,000		
TOTAL	160	52,293,000	181	58,758,000	154	49,615,259	86	
% of Contracted Water Used:	66.5%		75.0%		63.8%		35.6%	

Year-to-Date Summary in Acre Feet

Available:	6770
Used:	3719
Remaining:	45%

RESOLUTION NO. 10-2026

**A RESOLUTION OF THE GOVERNING BOARD OF THE BONA VISTA WATER
IMPROVEMENT DISTRICT ANNEXING REAL PROPERTY**

WHEREAS, Bona Vista Water Improvement District ("District") is an improvement district duly organized and existing under the laws of the State of Utah; and

WHEREAS, a petition has been filed by Kami Marriott, owner of all the private real property, (parcel numbers 19-010-0088, 19-010-0014) in Weber County, Utah annexed into the District; and

WHEREAS, the Board certified the petition and the proposed annexation has been noticed in accordance with state law; and

WHEREAS, the Board finds approving this annexation is in best interest of the District;

NOW THEREFORE, be it resolved by the Board of Trustees of the Bona Vista Water Improvement District, that the following real property is hereby annexed into the District and shall receive culinary water under the same fees, rules, and regulations applicable to the District.

Parcel # 19-010-0088, 19-010-0014

The area to be annexed:

A PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE EAST LINE OF THE OLD RAILROAD RIGHT-OF-WAY SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 373 STILLCREEK VILLAGE P.R.U.D. PHASE 3D BEING LOCATED NORTH 00°32'41" EAST 88.28 FEET ALONG THE WEST LINE OF SAID SECTION 22 AND NORTH 90°00'00" EAST 47.32 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 22; RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) ALONG THE ARC OF A 914.92 FOOT RADIUS CURVE TO THE LEFT 284.21 FEET, HAVING A CENTRAL ANGLE OF 17°47'53", CHORD BEARS NORTH 18°25'49" EAST 283.07 FEET; (2) NORTH 05°17'25" EAST 172.33 FEET; (3) NORTH 00°31'29" EAST 789.18 FEET; THENCE SOUTH 88°31'08" EAST 2355.07 FEET TO THE REMUDA SUBDIVISION AND GOLF COURSE PHASE 5; THENCE ALONG THE WEST LINE OF SAID REMUDA SUBDIVISION AND GOLF COURSE AND THE WEST LINE OF THE REMUDA COURT SUBDIVISION PHASE 3 SOUTH 01°16'17" WEST 1321.68 FEET TO THE SOUTH LINE OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF SAID SECTION 22 NORTH 88°30'37" WEST 964.20 FEET TO THE NORTH LINE OF THE STILLCREEK VILLAGE P.R.U.D. PHASE 3E; THENCE ALONG THE NORTH LINE OF SAID STILLCREEK VILLAGE P.R.U.D. PHASE 3E, 3A, 3C, AND 3D, THE FOLLOWING THREE (3) COURSES: (1) NORTH 74°34'42" WEST 202.70 FEET; (2) NORTH 88°30'38" WEST 1160.17 FEET; THENCE NORTH 69°42'45" WEST 126.35 FEET TO THE POINT OF BEGINNING. CONTAINING 70.135 ACRES..

APPROVED this 28th day of September 2026.

BONA VISTA WATER IMPROVEMENT
DISTRICT

By _____
Ronald Stratford, Chair

ATTEST:

District Manager

STATE OF UTAH
COUNTY OF WEBER

On this ____ day of _____, 2026, before me,
_____, a Notary Public, personally appeared
_____, who being by me duly sworn (or affirmed), did say
that he/she is the _____ of the Bona Vista Water
Improvement District, and that the foregoing Annexation Resolution was signed on behalf of
said District by authority of its Board of Trustees, and said person acknowledged to me that the
execution thereof is his/her voluntary act and deed on behalf of the District.

Notary Public

My Commission Expires: _____

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
PLAIN CITY, WEBER COUNTY, UTAH, AUGUST 2026

MR-211071 2106.02

11

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO AMEND THE SUBJECT PARCELS INTO THE BONA VISTA WATER IMPROVEMENT DISTRICT. THE SURVEY WAS ORDERED BY JEFFERSON COUNTY, COLORADO, TO ESTABLISH THE BOUNDARY WAS THE EXISTING BOUNDARY. THE SURVEY WAS ORDERED BY JEFFERSON COUNTY, COLORADO, TO ESTABLISH THE BOUNDARY WAS THE EXISTING BOUNDARY. THE SURVEY WAS ORDERED BY JEFFERSON COUNTY, COLORADO, TO ESTABLISH THE BOUNDARY WAS THE EXISTING BOUNDARY.

SURVEYOR'S CERTIFICATE

KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, AND THAT I HOLD CERTIFICATE NO. 000022328 IN ACCORDANCE WITH TITLE 35, CHAPTER 32, OF THE PROFESSIONAL SURVEYING ACT, AS AMENDED. I HAVE CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 17-73-80 AND HAVE VERIFIED ALL MEASUREMENTS. THAT THE REFERENCE MONUMENTS SHOWN ON THE RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO DEFINE THE BOUNDARIES OF THE PROPERTY. THAT THE SURVEYED AREA IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

WESTSIDE INVESTMENTS LC
190100058
CONT. 70.135 ACRES

WESTSIDE INVESTMENTS LC
190100014

WEBER COUNTY SURVEYOR

HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYORS OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITY ASSOCIATED THEREWITH.

OWNER'S AFFIDAVIT

THE UNDERSIGNED OWNER(S) OF THE HEREIN DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE ANNEXED INTO BONA VISTA WATER IMPROVEMENT DISTRICT.

SIGNED THIS 26 DAY OF AUGUST, 2006
 Name: Francisco, Mark

ACCEPTANCE BY IMPROVEMENT DISTRICT

THIS IS TO CERTIFY THAT WE, THE BONAVISTA WATER IMPROVEMENT DISTRICT, HAVE RECEIVED A PETITION BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREIN REQUESTING THAT SAID TRACT BE ANNEXED TO THE BONAVISTA WATER IMPROVEMENT DISTRICT, AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREIN WITH ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED 170-1406. AS REVISED, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID LOCAL DISTRICT.

THIS DAY OF _____ 2008

APPROVED - BONA VISTA WATER SIGNATURE

— **ATTENTION DESIGNERS**
GET IN, REPAIR AND CAP
CRACKED CONCRETE ENGINEERING
WE'VE GOT YOU COVERED

INTERIOR PARCEL
— ADJACENT PARCEL
--- SECTION LINE
- EASEMENT

— **CRATING FENCE LOGS**

COUNTY RECORDER

COPY NO. _____ FEE PAID _____
 FILED FOR AND RECORDED _____
 IN BOOK _____ OF OFFICE _____

RECORDS, PAGE _____, RECORDED
ON _____
COUNTY RECORDER

**GARDNER
ENGINEERING**
VIL • LAND PLANNING
INCIPAL • LAND SURVEYING
2005 WEST HAVEN UT JAR
801.476.0202 F 801.476.0066

LOCATION PLAT BONA VISTA WATER IMPROVEMENT DISTRICT
+/-3375 NORTH 3350 WEST, PLAIN CITY, UTAH
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 7 NORTH, RANGE 2 WEST, OF THE S.L.B.&M.

901.476.0202 F 801.475.0066

VICINITY MAP
NOT TO SCALE

NOT TO SCALE

20253

LAND SURVEYOR STATE OF
Kilmi H.
Whitney
8367228

KILMI H. WHITNEY, D.L.S. 8367228



Bona Vista Water Improvement District

District Operations, Benefits & Compensation Review

Board Summary | 2026

Executive Summary

Three lenses point to targeted—not broad—change.

District Operations

- Bona Vista operates with a comparatively lean reported staffing model.
- Staffing ratios are directional because outsourcing and reporting practices differ.

Benefits

- Benefits are competitive to strong overall, led by 100% employer-paid medical and dental.
- One targeted opportunity: add a two-hour emergency call-back minimum.

Compensation

- Most of the structure is reasonably competitive.
- Pressure is concentrated in advanced field, specialized technical, supervisory and selected administrative roles.

Recommendation: preserve the overall philosophy and make targeted adjustments where the evidence supports them.

District Operations Comparison

Bona Vista Water serves a substantial customer base with a lean reported workforce.

Organization	Population	Connections	Reported Employees	Connections / Employee
Bona Vista Water	37,365	10,843	12	904
Granger-Hunter	130,000	27,569	76	363
Hooper	20,820	7,765	15	518
White City	18,000	6,459	8	807
Taylor West Weber	8,468	2,985	6	498
Roy	37,275	11,860	14	847
Kaysville*	32,990	9,409	8*	1,176*
Syracuse	40,286	10,100	12	842
Bountiful	40,030	10,945	17	644

Bona Vista appears lean relative to many direct peers; outsourcing differences prevent treating staffing ratios as exact efficiency measures.

*Kaysville employee count reflects field employees only. Peer data assembled for this study.

Benefits Comparison

The total benefits package remains competitive to strong.

Benefit	Bona Vista	Market Context	Assessment
Medical	100% employer-paid — all tiers	Market median employer share ≈ 90%	Strong
Dental	100% employer-paid — all tiers	Highly competitive employer support	Strong
Paid Leave	~80 hrs vacation + ~96 hrs sick	~176 hrs combined annual leave at entry	Competitive overall
Holidays	12	Market median ≈ 13	Slightly below
Retirement	URS Tier 2 DB-Hybrid	Public-sector retirement benefit	Competitive
Life Insurance	\$50,000 basic life	Employer-paid core benefit	Competitive
Emergency Call-Back	Actual eligible time; no minimum	Verified comparators include 2-hour minimums	Targeted opportunity

Maintain the overall benefits program; add a two-hour minimum emergency call-back guarantee.

Paid-leave market data mixes separate vacation/sick programs and combined PTO programs; total leave is the more meaningful comparison.

Compensation Comparison

We compared Bona Vista Water with two relevant markets, then tested the results against internal pay relationships.

Similar Water Organizations

- Direct organizational peers are the primary anchor.
- Best for water-specific roles and organizational context.

Northern Utah Employers

- Weber, Davis and Box Elder Counties.
- Secondary reference for the talent Bona Vista Water must attract and retain.

Internal Pay Relationships

- Tests differentiation for responsibility, certifications and supervision.
- Especially important when clean external matches are limited.

Market median means the middle of the relevant comparison group. No current salary range is being reduced.

Compensation Findings

The issue is concentrated—not organization-wide.

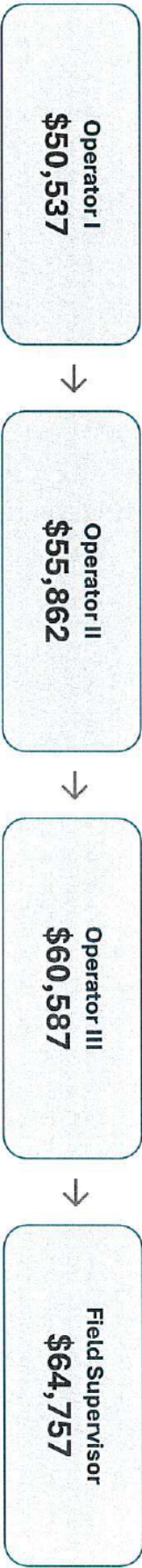
Position Group	Finding	What It Means
Executive Leadership	Competitively Positioned	Keep GM and AGM ranges unchanged
Administrative Leadership	Competitively Positioned	Keep Administrative Manager unchanged
Administrative Technician	Below relevant accounting/admin market	Targeted adjustment warranted
Billing / Office Support	Modestly below market	Measured upward adjustments
Operators	Increasing pressure with level	Progression should strengthen at II and III
Specialized Technical	Clean external matches limited	Use operator anchors + certification/scope + internal equity
Field Supervisor / Inspector	Current structure under-differentiates advanced work	Targeted adjustments warranted

The evidence does not indicate a broad compensation problem; it supports targeted corrections.

Sources: Bona Vista job descriptions and pay plan; TechNet/CSS, verified public employer data.

The Structural Finding: Pay Compression

Some current salary ranges do not provide enough differentiation for increased skill, specialization and responsibility.



Specialized-Skill Compression

- Tech I (\$54,727) is below Operator II (\$55,862).
- Tech II (\$58,806) is below Operator III (\$60,587), despite specialized certification and technical requirements.

Supervisory Compression

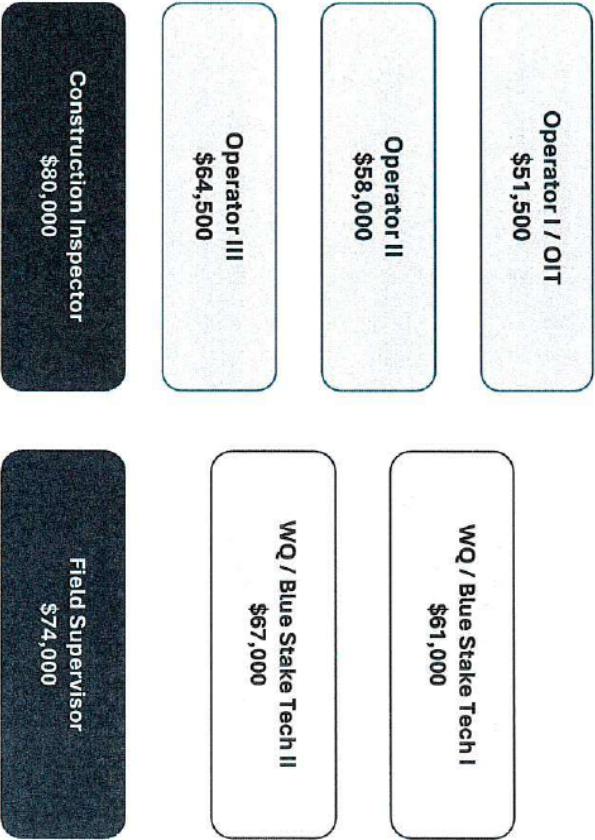
- Field Supervisor is only 6.9% above Operator III today.
- The role carries first-line supervision, DRC responsibility and broad operational accountability.

The concern is not that every position is under market. The concern is that the current structure does not consistently reward progression into greater skill, specialization and responsibility.

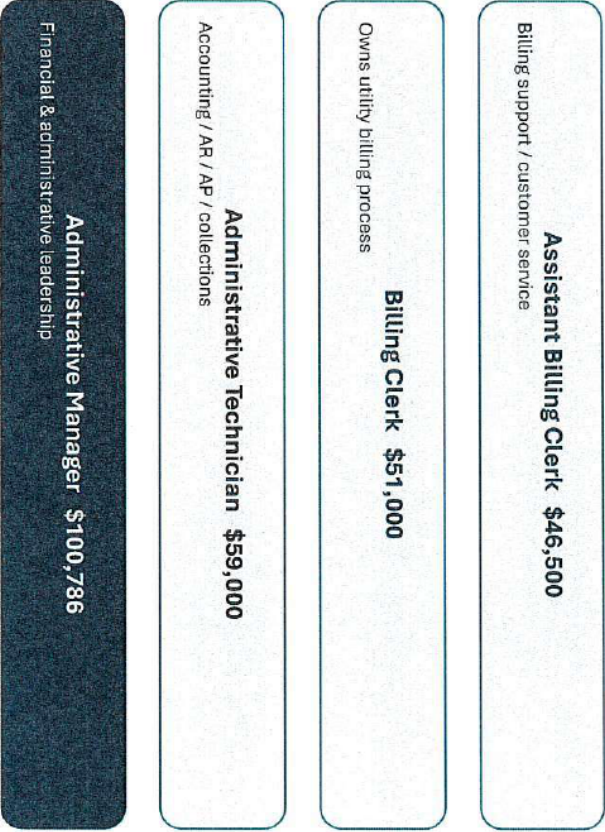
Recommended Progression Structure

The proposed structure creates clearer pay progression as skills, certifications and responsibility increase.

OPERATIONS



OFFICE / ADMINISTRATION



These are parallel career paths; the visual is intended to show pay progression, not a required promotion sequence.

Recommended salary range midpoints; existing 50% total range spread retained.

Recommended 2026 Salary-Range Midpoints

Targeted range movement; no current range is reduced.

Position	Current Midpoint	Recommended Midpoint	Change
General Manager	\$134,180	\$134,180	+0.0%
Assistant GM	\$111,134	\$111,134	+0.0%
Administrative Manager	\$100,786	\$100,786	+0.0%
Field Supervisor	\$64,757	\$74,000	+14.3%
Construction Inspector	\$67,075	\$80,000	+19.3%
WQ / Blue Stake Tech II	\$58,806	\$67,000	+13.9%
Operator III	\$60,587	\$64,500	+6.5%
WQ / Blue Stake Tech I	\$54,727	\$61,000	+11.5%
Administrative Technician	\$55,106	\$59,000	+7.1%
Operator II	\$55,862	\$58,000	+3.8%
Operator I / OIT	\$50,537	\$51,500	+1.9%
Billing Clerk	\$49,084	\$51,000	+3.9%
Assistant Billing Clerk	\$44,487	\$46,500	+4.5%

Range changes are not automatic employee increases; incumbent placement should be reviewed separately.

Existing 50% total range spread retained; minimum = 80% of midpoint; maximum = 120% of midpoint.

Targeted Benefits Recommendation

Add a two-hour minimum for emergency call-back response.

Current Bona Vista Practice

- Compensable time begins when the emergency call is received.
- Time ends when the emergency work is completed.
- There is currently no minimum call-back guarantee.

Verified Market Practices

- North Salt Lake provides actual time or two hours, whichever is greater.
- Syracuse provides a two-hour minimum for physical dispatch while on-call.
- Other municipalities use different structures, so this is a targeted—not universal—practice.

Recommendation

- Provide a minimum of two hours of compensation for an emergency physical response.
- Preserve Bona Vista Water's current start-at-call approach.
- Do not otherwise change the existing on-call program at this time.

This closes a specific competitiveness gap without redesigning the broader benefits program.

Board Recommendation

Preserve what is working; address the specific pressure points.

Compensation

- Maintain GM, AGM and Administrative Manager ranges.
- Approve targeted midpoint adjustments for selected office, operator, technical and supervisory roles.
- Retain the existing range-spread methodology.
- Evaluate incumbent placement separately after structure approval.

Benefits & Administration

- Maintain the overall benefits program.
- Adopt a two-hour emergency call-back minimum.
- Clean up job-description reporting relationships where they conflict with the actual organization.

Bona Vista Water remains competitive overall; the recommendations focus on targeted pay and benefit adjustments supported by the market and internal structure.

Board decision requested: approve the recommended compensation structure and targeted call-back policy change.

BACK-UP SLIDES

Backup: Leadership & Administration

Market median = the middle of the relevant comparison group.

Position	BV Current	Direct Peer Market Median	Northern Utah Market Median	Recommended
General Manager	\$134,180	\$126,895	—	\$134,180
Assistant General Manager	\$111,134	—	—	\$111,134
Administrative Manager	\$100,786	\$96,246*	\$92,217	\$100,786
Administrative Technician	\$55,106	—	\$59,940	\$59,000

*Administrative Manager direct-peer median uses six relevant roles with varying scope. AGM and Administrative Technician do not have enough clean direct-peer matches to calculate a reliable median.

Leadership pay is generally well positioned; Administrative Technician is the clearest administrative market adjustment.

Detailed comparator organizations, positions and source data are maintained in the supporting Excel workbook.

Backup: Billing & Office Support

Market median = the middle of the relevant comparison group.

Position	BV Current	Direct Peer Market Median	Northern Utah Market Median	Recommended
Assistant Billing Clerk	\$44,487	\$46,448	\$47,414	\$46,500
Billing Clerk	\$49,084	\$51,823	\$50,877	\$51,000
Administrative Technician	\$55,106	—	\$59,940	\$59,000

Administrative Technician has one clean direct-peer Accounting Technician match; it is retained in the Excel support but is not presented as a market median.

Targeted office adjustments move Bona Vista toward market while preserving clear progression.

Detailed comparative organizations, positions and source data are maintained in the supporting Excel workbook.

Backup: Water Distribution Operators

Market median = the middle of the relevant comparison group.

Position	BV Current	Direct Peer Market Median	Northern Utah Market Median	Recommended
Operator I / OIT	\$50,537	\$50,180	\$55,120	\$51,500
Operator II	\$55,862	\$56,919	\$59,644	\$58,000
Operator III	\$60,587	\$64,345	\$64,745	\$64,500

Direct water peers are the primary anchor; Northern Utah provides a secondary recruiting-market check.

Detailed comparator organizations, positions and source data are maintained in the supporting Excel workbook.

Backup: Specialized Technical & Supervisory Roles

Market median = the middle of the relevant comparison group.

Position	BV Current	Direct Peer Market Median	Northern Utah Market Median	Recommended
WQ / Blue Stake Tech I	\$54,727	—	—	\$61,000
WQ / Blue Stake Tech II	\$58,806	—	—	\$67,000
Construction Inspector	\$67,075	—	\$74,880*	\$80,000
Field Supervisor	\$64,757	\$74,650*	\$77,433	\$74,000

* Directional market median where comparator scope varies. Tech I/II recommendations rely on operator market anchors, specialized certifications, job scope and internal progression. Construction Inspector recommendation also reflects (

The revised structure places the Construction Inspector above the Field Supervisor to reflect Bona Vista's clarified internal responsibility while retaining the external inspector market as directional evidence.

Detailed comparator organizations, positions and source data are maintained in the supporting Excel workbook.

District Contract No. _____
County Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEBER COUNTY
on behalf of the
WEBER COUNTY CLERK'S OFFICE, ELECTIONS DIVISION
-AND-
BONA VISTA WATER IMPROVEMENT DISTRICT

THIS AGREEMENT is made and entered into the _____ day of _____, 2026, by and between WEBER COUNTY, a political subdivision of the State of Utah ("County"), on behalf of its Clerk's Office, Elections Division, and Bona vista water improvement District ("District"). The County and the District may be referred to collectively as the "Parties" and may be referred to individually as a "Party."

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk's office, Elections Division, to the District for the purpose of assisting the District in conducting the District's 2027 and 2029 primary and general municipal elections as well as any other municipal elections, ballot propositions, or other election related processes held during off-year elections.; and

WHEREAS, the District desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the District commencing on the date this Agreement is executed, and terminating on January 1, 2030. The term of this Agreement

may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the District shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the District's 2027 and 2029 primary and general municipal elections as well as any municipal elections, ballot propositions, or other election related processes held during off-year elections.

3. **Legal Requirements.** The County and the District understand and agree that the 2027 and 2029 primary and general municipal elections and any municipal elections, ballot propositions, or other election related processes held during off-year elections are the District's elections. The District shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the District in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the District. The District, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the District's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the District shall pay the County an amount not to exceed the rate estimate given to the District by the County in Exhibit B. The County shall provide a written invoice to the District at the conclusion of the elections, and the District shall pay the County from the invoice within thirty

(30) days of receiving it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the District's election, the District shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the District to exceed the estimate given to the District by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, § 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Act, the Parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither Party shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

6. **Insurance.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

7. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections

and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

8. **Service Cancellation.** If the Agreement is canceled by the District as provided herein, the District shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the District an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

9. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the District Recorder of the District and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

11. **Counterparts.** This Agreement may be executed in counterparts by the District and the County.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

14. **Data Privacy Act.** As governmental entities, both Parties are subject to Utah Code title 63A, chapter 19, the Utah Data Privacy Act. Under the Act, “personal data” is defined as “information that is linked or can be reasonably linked to an identified individual or an identifiable individual.” See Utah Code Ann. §63A-19-101. Both Parties acknowledge that they are familiar with, and will comply with, the requirements of Utah Code title 63A, chapter 19, with regard to the personal data processed or accessed by the Parties as a part of the required duties under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

BONA VISTA WATER IMPROVEMENT
DISTRICT

By: _____
MAYOR

ATTEST:

District Recorder

Approved as to form and compliance
with applicable law:

District Attorney

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair
Commissioner Arrington Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A
Scope of Work for Election Services

The County shall provide to the District an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The District shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The District shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the District of its obligations to publish all public notices required by law.

The District shall be responsible for collecting and delivering ballots that are placed in drop boxes within their District to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the District and the County up through and including the end of Election Night. If the District damages or loses any drop box items or collection supplies, then the District shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The District shall be given the collection schedule ahead of time, however any and all changes to the schedule or method of collection are at the discretion of the County. The District shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The District shall be responsible for locking their drop boxes at exactly 8pm on Election Night. If the District damages or loses any drop box items or collection supplies, then the District shall pay the County the cost to replace such items.

The District agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the District recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the District.

Services the County will perform for the District include, but are not limited to:

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;
- printing optical scan ballots;

- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

In the case of a referendum or ballot proposition, the County Clerk's responsibilities are limited to its statutory requirements such as placing the measure on the ballot as required by law. The County Clerk is not responsible for the municipality or Districts statutory responsibilities such as preparing a voter information pamphlet or providing a legal analysis, fiscal analysis, or other explanatory materials regarding the measure. The District will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

Exhibit B
Cost Estimate for Election Services

Below is the good faith estimate for the upcoming *election cycles* for Bona vista water improvement District. The District will be billed for the actual costs after each election, according to the County's cost per active registered voter. The per voter rate will not exceed \$3.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of \$3.25 per voter.

Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The District will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of \$3.25 per voter.

If one or more jurisdictions, other than the District, hold a special election within the same precinct as the municipal election, then the District shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of \$3.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

Example of the Impact of Cost Sharing Across Multiple Jurisdictions			
Number of Participating Jurisdictions	Active Registered Voters Per Precinct*	Estimated Rate	Total Cost Per Precinct
1	1,000	\$3.25	\$3,250
2	1,000	\$1.67 (half plus \$0.05)	\$1,670
3	1,000	\$1.13 (1/3 plus \$0.05)	\$1,130

*Largest precinct within municipality used as an example

Estimated Cost per Election		
Active Registered Voters Per Municipality	Estimated Rate	Total Cost Per Municipality
37,643	\$3.25	\$122,339.75

*This table represents the total cost per municipality at the highest estimated rate, however cost is calculated per precinct (see table above)

Exhibit C

Core Vote Centers

2027 Locations*
Weber Center
Bona vista water improvement Valley Library
Weber County Fairgrounds

*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the District and the County, the cost of which will be borne by the District, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in an election.