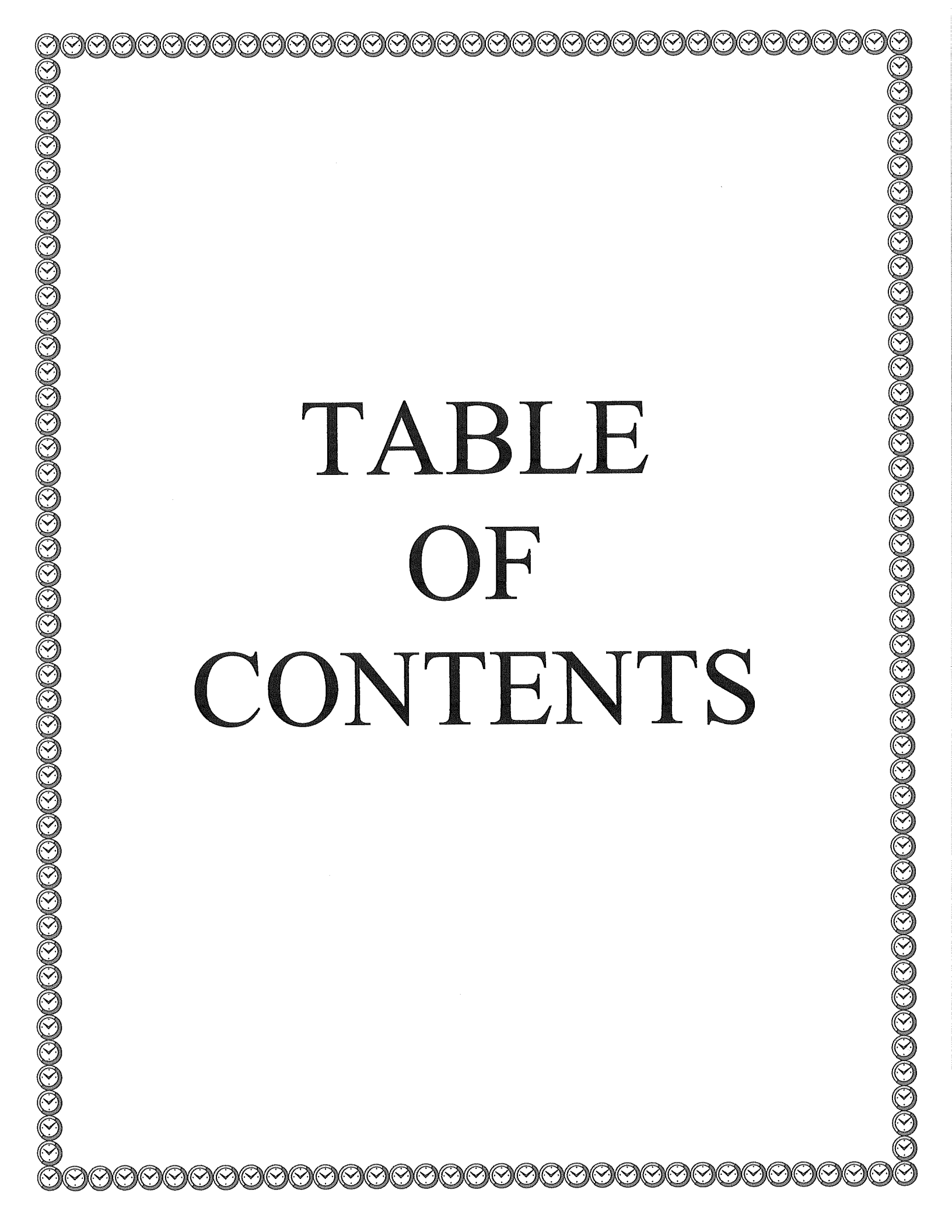
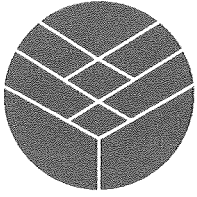


**BOARD  
PACKET  
FEBRUARY 17,  
2026**



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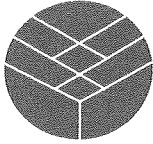
**STANSBURY PARK IMPROVEMENT DISTRICT**  
**10 Plaza • Stansbury Park, Utah 84074**  
**435-882-7922 • Fax 435-882-4943**

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**FEBRUARY 17, 2026**

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  - b. URS FULL-SERVICE AGREEMENT DESIGNATED ROTH AGREEMENT & NEW URS WEBSITE UPDATE & APPROVAL
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# AGENDA



STANSBURY PARK IMPROVEMENT DISTRICT  
ADDRESS: 30 PLAZA, STANSBURY PARK, UT 84074  
PHONE: 435-882-7922 FAX: 435-882-4943

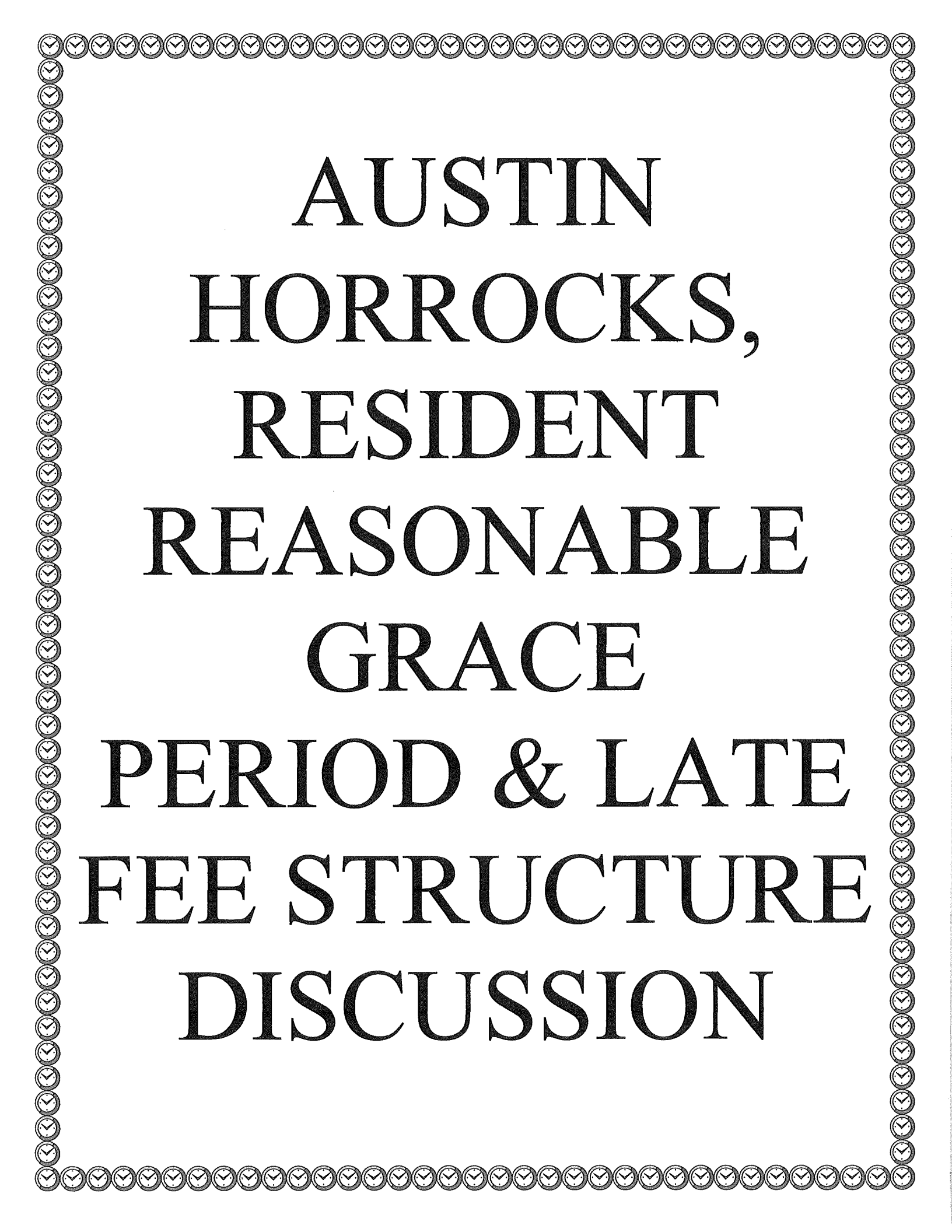
## AGENDA

NOTICE IS HEREBY GIVEN that the Stansbury Park Improvement District will hold its Board Meeting on Feb. 17, 2026, at 4:00 p.m. at the Stansbury Park Office, 30 Plaza. One of the three Board Members may participate in and join the Board Meeting electronically. The agenda will be as follows:

1. CALL TO ORDER
2. AUSTIN HORROCKS, RESIDENT- REASONABLE GRACE PERIOD AND LATE FEE STRUCTURE DISCUSSION
3. UTAH RETIREMENT SYSTEM FULL-SERVICE AGREEMENT, DESIGNATED ROTH AGREEMENT, AND NEW URS WEBSITE UPDATE DISCUSSION AND APPROVAL
4. DISCUSS AND POSSIBLE APPROVAL OF STANSBURY JR HIGH SCHOOL WATER RIGHT REQUIREMENT, SEEKING TO SEE IF THE JR HIGH QUALIFIES FOR WATER RIGHT CREDITS UNDER 2020-1 RESOLUTION ESTABLISHING A POLICY FOR THE UTILIZATION OF AVAILABLE DISTRICT WATER RIGHT CREDITS.
5. REVIEW DRAFT SEWER TREATMENT SYSTEM IMPACT FEE AND WHOLESALE TREATMENT PLAN.
6. DISCUSS AND REVIEW BIDS, AND ADDENDUMS FOR VILLAGE BLVD. SEWER IMPACT FEE PROJECT AND AUTHORIZE DISTRICT MANAGER TO SIGN CONTRACT AND AWARD BID TO THE SUCCESSFUL BIDDER AFTER COMPLETING DUE DILIGENCE
7. MANAGER OPERATION REPORT
8. APPROVE MEETING MINUTES OF JAN. 20, 2026
9. APPROVE FINANCIALS & WARRANTS
10. PETITIONS, COMMUNICATIONS, AND PUBLIC COMMENT
11. ADJOURN



ITEMS  
FOR  
DISCUSSION



AUSTIN  
HORROCKS,  
RESIDENT  
REASONABLE  
GRACE  
PERIOD & LATE  
FEE STRUCTURE  
DISCUSSION

---

# Proposed Agenda Item

Billing Cutoff Timing, Grace Period, and Late Fee Structure

Presenter: Austin Horrocks

Estimated Time: 10–15 minutes

---

## 1. Purpose of Discussion

- Review whether the District’s current billing and late fee practices align with:
  - Real-world payment timing
  - Statement accuracy
  - Public expectations for fairness and transparency
- Consider whether modest policy refinements would improve customer understanding, reduce disputes, and support scalability as Stansbury continues to grow

Intent: policy clarity and continuous improvement, not fault-finding.

---

## 2. Billing Cycle Cutoff & Statement Timing

- Clarification of the current billing workflow:
  - Billing cycle closes on the 28th of each month
  - Billing data is transmitted to a third-party vendor
  - Statements are dated and mailed on the 5th
- Acknowledgement that:
  - Payments made between the 29th and the 5th may not appear on the statement, even if received before mailing
- Discussion of whether:
  - This timing is clearly understood by customers
  - Additional disclosure or communication would reduce confusion

Intent: shared understanding of system design and customer impact.

---

## 3. Statement Accuracy & Customer Interpretation

- Discussion of how customers reasonably interpret:
  - A statement dated the 5th
  - A balance that may not reflect recent payments

- Consideration of whether:
  - Statement dating or language could be misconstrued as reflecting current account status
  - Additional notation (e.g., “payments received after the 28th may not be reflected”) would improve clarity
- Evaluation of whether current practices unintentionally create avoidable disputes

Intent: transparency and trust.

---

## 4. Late Fee Timing & Grace Period

- Review of the current late fee timing:
  - Late fees assessed immediately following the 28th cutoff
  - No formal grace period
- Discussion of whether:
  - A short grace period (e.g., 3–5 business days) would better reflect:
    - Payment processing realities
    - Holidays and weekends
    - Statement timing
- Consideration of whether a grace period could:
  - Reduce disputes
  - Maintain revenue predictability
  - Improve customer perception without undermining compliance

Intent: fairness without compromising fiscal responsibility.

---

## 5. Late Fee Amount & Proportionality

- Review of the current late fee amount and structure
- Discussion of whether:
  - A flat fee is proportional across different account balances
  - The fee reflects administrative cost versus punitive impact
- Consideration of alternative approaches:
  - Tiered fees
  - Percentage-based fees
  - Capped late fees
- Evaluation of how fee structure aligns with public-sector best practices

Intent: proportionality and equity.

---

## 6. Oversight & Review Mechanisms

- Clarification of:
  - Who has authority to review or waive late fees
  - Under what circumstances discretion may be exercised

- Discussion of whether:
  - A clearer, standardized review pathway would reduce escalation
  - Customers understand how to request review without conflict
- Consideration of whether staff and board roles are clearly delineated

Intent: accountability and administrative support.

---

## **7. Board Discussion & Guidance**

- Board feedback on:
  - Whether current practices reflect board intent
  - Whether policy updates or clarifications are warranted
- Direction to staff, if appropriate, on:
  - Policy refinement
  - Communication improvements
  - Vendor coordination

Intent: board-level guidance and alignment.

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URS FULL  
SERVICE  
AGREEMENT  
DESIGNATED  
ROTH  
AGREEMENT &  
NEW URS  
WEBSITE  
UPDATE &  
APPROVAL

## New Savings Plans Options » Roth 401(k) / Roth 457(b)

# New Plans Offer More Flexibility

URS is adding the Roth 401(k) and Roth 457(b) to our Savings Plan lineup following the Board's approval on November 20. Participating employers can choose whether to offer these plans (see **Page 5**), which will be available after AUREUS launches.

The Roth plans work like our current 401(k) and 457(b) plans, with one key difference: **Contributions are made with after-tax dollars, and qualified withdrawals in retirement are**

» What we need from you if you want to offer the Roth 401(k)/457(b). **Page 5**

» If you don't opt-in, some employees could lose catch-up contributions. **Page 6**

**tax-free.** This can be especially advantageous if you expect to be in a higher tax bracket in retirement.

Here are a few ways the new Roth

plans may benefit employees:

» **Higher limits for tax-free savings:** Contribution limits for Roth 401(k) and Roth 457(b) are much higher than Roth IRA limits, and each plan has its own separate annual limit.

» **No income limits:** Unlike Roth IRAs, higher-income earners can still contribute.

» **More flexibility:** More ways to optimize your tax and withdrawal options to fit your individual circumstances.

## Savings Plan Contribution Limits

Plan	Maximum Employee Contributions	Additional Employee Catch-up Contributions (age 50+/60-63)**	Employee and Employer Combined Contribution Limit (below age 50/ age 50+/60-63)**
<b>401(k) / Roth 401(k)</b> Annual contribution limits for the 401(k) and Roth 401(k) apply separately for each plan	<b>2025</b> » \$23,500 <b>2026</b> » \$24,500	<b>2025</b> » \$7,500 <b>2026</b> » \$8,000/\$11,250	<b>2025</b> » \$70,000/\$77,500 <b>2026</b> \$72,000/\$80,000/\$83,250
<b>457(b) / Roth 457(b)</b> Annual contribution limits for the 457(b) and Roth 457(b) apply separately for each plan	<b>2025</b> » \$23,500 <b>2026</b> » \$24,500	<b>2025</b> » \$7,500 <b>2026</b> » \$8,000/\$11,250	<b>2025</b> » \$23,500/\$31,000 <b>2026</b> \$24,500/\$32,500/\$35,750
<b>Traditional IRA</b> IRA limits are combined*	<b>2025</b> » \$7,000 <b>2026</b> » \$7,500	<b>2025</b> » \$1,000 <b>2026</b> » \$1,100	N/A
<b>Roth IRA</b> IRA limits are combined*	<b>2025</b> » \$7,000 <b>2026</b> » \$7,500	<b>2025</b> » \$1,000 <b>2026</b> » \$1,100	N/A

\* The IRA limit is combined; you're limited to a total of \$7,500/\$8,500 for all of the IRAs (Traditional and Roth combined) you own.

\*\* Assumes an employee catch-up contribution of \$8,000 for ages 50-59 and 64+ and "super" catch-up of \$11,250 for ages 60-63. Starting in 2026, participants in 401(k) and 457(b) plans who are age 50 or older and earned more than \$150,000 in FICA wages in the prior calendar year must make catch-up contributions on an after-tax Roth basis. URS will begin offering Roth 401(k) and 457(b) plans after March 30, 2026. See **Page 6**

**New Savings Plans Options » Roth 401(k) / Roth 457(b)**

# It's Simple and Costs Nothing for Employers to Offer New Roth Plans

Offering the new Roth 401(k) and Roth 457(b) Plans cost employers nothing and helps their employees build a secure financial future.

To adopt the new plans, simply fill out a [Designated Roth Service Agreement Form](#) and return it to URS. We must receive your form by **March 6, 2026** in order to have them available to your employees when AUREUS launches on March 30, 2026.

Remember, you must offer the Roth 401(k)/457(b) for some of your employees to make certain catch-up contributions (see Page 6).

If you have any questions about filling out the form or want to better understand the new Roth plans, join us for a free webinar in early January.

We'll cover all the bases about how these plans work, how they're different from Roth IRAs, and how and why you should offer them to your employees.

## Join Us for This Free Employer Webinar



### What are Roth 401(k) and 457(b) plans? How can they benefit my employees? How do I offer them?

Join us in January for one of three employer webinars addressing these questions and more.

Representatives from three URS departments, Retirement Planning, Savings Plans, and Employer Services, will be on hand to explain your options and answer questions. We'll walk through the steps to fill out the service agreement so you'll be ready when these plans become available March 30.

Wednesday, January 7, 2026, 8:30-9:30 a.m. | [Register](#)

Thursday, January 8, 2026, 1:30-2:30 p.m. | [Register](#)

Tuesday, January 13, 2026, 3:30-4:30 p.m. | [Register](#)

## IRA Contribution Options



Currently, members may only contribute a flat dollar amount to a URS IRA. When AUREUS launches on March 30, 2026, members will also be able to contribute a percentage of their wages to these plans. If you have questions, call us at 801-366-7318 or at 800-753-7318.

**New Savings Plans Options » Roth 401(k) / Roth 457(b)**

# If You Don't Opt-In, Some Employees Could Lose Catch-Up Contributions

Beginning next year, a key provision of the federal SECURE 2.0 Act will shift certain catch-up contributions from pre-tax to after-tax Roth treatment, moving the tax benefit from "now" to "later." Participants in 401(k) and 457(b) plans age 50 or older who earned more than \$150,000 in FICA wages the prior calendar year must make catch-up contributions on an after-tax Roth basis.

These participants will no longer have the option to make pre-tax catch-up contributions. Instead, contributions will go into a Roth account, where growth and retirement withdrawals are tax-free.

### What Employers Must Do

To allow affected employees to keep making catch-up contributions, employers must offer the Roth 401(k) and/or Roth 457(b). URS will begin offering

***Employers that do not adopt these options will, in effect, prevent high-income employees from making any catch-up contributions.***

these plans on March 30, 2026.

Employers that do not adopt these options will, in effect, prevent high-income employees from making any catch-up contributions. See **Page 5** for information about how to opt into the URS Roth 401(k) and/or Roth 457(b). If an employer does not opt in, catch-up contributions will not be allowed for affected employees and will be returned as excess contributions.

### Employer Reporting

Because the catch-up provision is based on earnings, URS requires that each employer with FICA wage earning employees report each participant who earned more than \$150,000 of FICA wages in 2025 and is age 50 or older by December 31, 2026. This information ensures we can process contributions correctly.

### Increased Catch-Up Limits (Ages 60-63)

Another SECURE 2.0 provision raises catch-up limits even further for participants ages 60 through 63. For this specific age group, the "super" catch-up amount is higher than the standard age 50+ catch-up limit (in 2025 it was \$11,250 versus the standard \$7,500). High earners in this age bracket are also subject to the mandatory Roth requirement for these higher limits starting in 2026.

## Help Your Employees Save for a Secure Retirement



Opt for automatic enrollment in URS Savings Plans to increase employee participation. Studies show about 40 percent of employees don't participate in their employer's retirement savings plans. However, automatic enrollment increases participation to about 88%. With automatic enrollment, new employees automatically participate in URS Savings Plans at a percentage the employer sets. The employee can opt-out at any time.



Utah Retirement Systems  
 PO Box 1590  
 Salt Lake City, UT 84110-1590  
 801-366-7720 | 800-688-4015  
 www.urs.org

# DESIGNATED ROTH SERVICE AGREEMENT FORM

## INSTRUCTIONS:

1. Use this form to select URS savings plans and/or programs you, as the employer, elect to offer to your employees through URS outside of the mandated participation and requisite contributions for employees in the Tier 2 retirement systems. Please note, if you are currently a participating employer any changes will supersede previous selections.
2. Complete all applicable sections and indicate participation by checking all boxes that apply. You must check the box for any plan or program you wish to participate in. If you do not check the box for a particular option, your employees will not be able to participate in that plan or program through payroll deduction (even if you have previously participated).
3. In order to formally elect an employer pick-up of retirement contributions in the Tier 2 Public Safety and Firefighter Contributory Retirement System, please see form *MEMS-50*.
4. Employers are required to have clearly defined policies outlining non-elective contributions, matching contributions, and/or restrictions to employee elective contributions, in addition to those required by Utah Code Title 49.
5. Contributions into the 401(k) and Roth 401(k) Plans must be coordinated with contributions to other qualified defined contribution plans and code 403(b) plans, for maximum limit testing.
6. Contributions into the 457(b) and Roth 457(b) Plan must be coordinated with contributions to other employer sponsored governmental 457(b) plans, for maximum limit testing.
7. Employers participating in the Automatic Enrollment Plan are required to have a clear and defined policy regarding automatic contributions.
8. The *401(k) and 457(b) Plan Documents, 401(k), Roth 401(k), 457(b), and Roth 457(b) Summary Plan Descriptions, IRA Disclosures, and IRA Guidebook* are available at [www.urs.org](http://www.urs.org) or by contacting the Savings Plans Department.

<b>SECTION A » EMPLOYER INFORMATION</b>	
Name of Employer	Unit Number
Email Address	Phone Number

## SECTION B » Roth 401(k) PLAN

The employer authorizes the following (check all that apply):

- Roth 401(k) Plan Participation** – Indicate if you permit your employees to participate and make elective contributions to the Roth 401(k) Plan through after-tax payroll deduction.
- Roth 401(k) Matching** – Indicate if you offer a Roth 401(k) match for your employees.

This employer match will be posted to the:     **401(k) Plan**         **457(b) Plan**

Specify your matching formula (e.g. 100% match up to 5%, dollar for dollar match up to \$200, 50% match up to 8%) and which tier (Tier 1, Tier 2, or both) the match applies to:

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Continue **Section B** on Next Page >>

**SECTION B » Roth 401(k) PLAN**

**Automatic Enrollment** – Indicate if you automatically enroll new employees and the default percentage to which you enroll them in the Roth 401(k) Plan.

Percent of automatic employee contribution \_\_\_\_\_%.

**Automatic Escalation** – Indicate if you participate in automatic escalation and the percentage you annually escalate employee contributions.

Annual percent of automatic employee contribution escalation \_\_\_\_\_%, up to \_\_\_\_\_% (max. 15%).

**Loans** – Indicate if you allow loans from the Roth 401(k) Plan through after-tax payroll deductions for loan repayments.

**Indicate if you allow Defined Benefit ineligible employees to make elective contributions to the Roth 401(k) Plan.**

**Roth 401(k) Restrictions** – Indicate if you have restrictions to Roth 401(k) elective contributions and/or matching contributions.

Describe any restrictions you have to employee elective contributions and/or matching contributions:

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**SECTION C » ROTH 457(b) PLAN**

The employer authorizes the following (check all that apply):

**Roth 457(b) Plan Participation** – Indicate if you permit your employees to participate and make elective contributions to the Roth 457(b) Plan.

**Roth 457(b) Matching** – Indicate if you offer a Roth 457(b) match for your employees.

This employer match will be posted to the:  **401(k) Plan**  **457(b) Plan**

Specify your matching formula (e.g. 100% match up to 5%, dollar for dollar match up to \$200, 50% match up to 8%) and which tier (Tier 1, Tier 2, or both) the match applies to:

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*Continue Section C on Next Page >>*

**SECTION C » ROTH 457(b) PLAN**

**Automatic Enrollment** – Indicate if you automatically enroll new employees and the default percentage to which you enroll them in the Roth 457(b) Plan.

Percent of automatic employee contribution \_\_\_\_\_%.

**Automatic Escalation** – Indicate if you participate in automatic escalation and the percentage you annually escalate employee contributions.

Annual percent of automatic employee contribution escalation \_\_\_\_\_%, up to \_\_\_\_\_% (max. 15%).

**Loans** – Indicate if you allow loans from the Roth 457(b) Plan through after-tax payroll deductions for loan repayments.

**Indicate if you allow Defined Benefit ineligible employees to make elective contributions to the Roth 457(b) Plan.**

**Roth 457(b) Restrictions** – Indicate if you have restrictions to Roth 457(b) elective contributions and/or matching contributions.

Describe any restrictions you have to employee elective contributions and/or matching contributions:

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**SECTION H » EFFECTIVE DATE OF SERVICE AGREEMENT**

**These changes will only be made prospectively and URS is prohibited from making retroactive changes.**

**Desired effective date:**  As soon as administratively possible **or**  Future Date: \_\_\_\_\_

**SECTION I » EMPLOYER AUTHORIZATION**

By signing and submitting this Service Agreement Form for processing, I certify that:

- I have the power and authority to sign and make changes on behalf of the named employer;
- I understand and agree on behalf of the named employer to comply with the employer requirements and obligations as found in Utah Code Title 49 and applicable URS rules and policies;
- I understand the URS 401(k) and 457(b) Plans are established and governed by Utah Code Title 49 and are administered as federally qualified plans, which means they must comply with the Internal Revenue Code and applicable IRS regulations and guidance;
- The named employer has reviewed the *Roth 401(k)*, and *Roth 457(b) Summary Plan Descriptions*;
- I agree that the named employer will indemnify URS from and against any claims or other liability including attorney fees based upon the named employer's failure to comply with its obligations under this Agreement;
- I understand the named employer is required to have clearly defined policies outlining non-elective contributions, matching contributions, and or restrictions to employee elective contributions, in addition to those required by Utah Title 49;
- I understand participating in the Automatic Enrollment Plan requires the employer to have a clear and defined policy regarding automatic contributions;
- I understand and agree that it is the named employer's responsibility to know and comply with its rights, responsibilities, and obligations under Utah Code Title 49.

<b>Print Name</b>	<b>Title</b>
<b>Authorized Signature</b>	<b>Date</b>



# MANAGER'S OPERATION REPORT

## MANAGERS OPERATION REPORT

FEBRUARY 2026

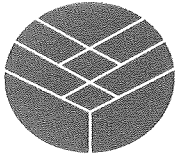
1. Monday, January 26th, A leak surfaced in the road at 124 Country Club due to a rusted-out steel saddle on the main line. When the water was turned back on, it started flowing into the hole from the 125 Country Club's saddle that was buried a few feet away. A new saddle and line were pulled for 125 Country Club.
2. A letter was provided to 182 Lakeview, vacating SPID's interest in the 7-foot PUE on the west side of the property line. They are consolidating two adjacent parcels into a single lot. The new lot has the 7-foot PUE on its west property alignment. Combining the two lots eliminates the need for an easement running through the center of the property.
3. The Village Blvd. Sewer Impact Fee project bidding documents and plans were advertised, and several contractors have expressed interest. A non-mandatory pre-bid meeting was held on February 10. Bids are due the morning of February 17, 2026.
4. I had the opportunity to visit three sewer lagoon sites around the area of Bozeman Montana, on February 10<sup>th</sup> that have the LEMNA system installed, which consists of covered cells to keep heat in and by also adding additional aeration so the biological process for removing ammonia can be achieved. Flocculant will also need to be added to the system to remove Phosphorus. There are currently no Lemna systems installed in Utah. I wanted to speak with the operators and gather their feedback. During the tour, only one operator was available to answer questions. He was very happy with the consistent results achieved through the Lemna process.
5. In 2018, the Tooele County School District annexed the Stansbury Jr. High School property into the District boundaries and transferred 25 acre-feet of water rights via a Water Banking Agreement into the District. 12.06 acre-feet was transferred for use by the Old Mill Elementary School, and 12.94 acre-feet was reserved for the Jr. High School. During the plan review process, I remembered they had transferred water rights for the junior high, but it wasn't until I completed the water right worksheets and checked the amount of water banked with the district that I learned they are short 30.25 acre-feet. At this point, they do not believe they have any water available to transfer. They are seeking to determine whether our policy permits them to purchase water under our adopted 2020-1 Water Right Policy Resolution. I believe the board has discretion under the policy as currently adopted. I believe water rights are priced at \$30,000 - \$40,000 per acre-foot.
6. The part for the power terminal block that overheated and melted in Well 5 arrived. He came out on Monday, the 9th, to install it, but needed to modify a few parts and replace

the wires because the old ones were heat-damaged. It will be installed after the modifications are completed.

7. A new transducer was ordered for the level control for the sewer headworks wet well.
8. The SCADA Panel in the headquarters building failed, requiring a new unit that needed to be installed and programmed by SKM.
9. 18 tons of bulk salt were ordered for the Sodium Hypochlorite Generation System for the sewer disinfection process.
10. Electro Power replaced motor starter electrical contacts in the Parcel 9 Lift Sewer Station control panel.
11. The 10" HDPE Sewer Line Bore under SR 36 and at Bates Canyon Road by Newman Construction is in progress as of Wednesday, February 11, and they are planning on pulling the pipe in the bore hole on this date. The sewer line is being paid for by the developer of Majestic View and Sunset Acres.

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# MEETING MINUTES



**STANSBURY PARK IMPROVEMENT DISTRICT  
30 PLAZA, STANSBURY PARK, UTAH 84074  
435-882-7922 • FAX 435-882-4943**

**BOARD MEETING MINUTES  
January 20, 2026**

**CALL TO ORDER:**

The Stansbury Park Improvement District Board of Trustees meeting was held at the Oquirrh Mill building, 30 Plaza, on the above date. Mr. Clegg called the meeting to order at 4:10 p.m.

**ATTENDANCE:**

Jacob Clegg, Trustee; Judy Desmond, Trustee; Brian Mansell, Trustee; Brett Palmer, District Manager; Brendan Thorpe, Ward Engineering Group; Marilyn Mann, SPID Office Manager; Cami Thorpe, Minutes; Ingrid Swensen, Notary.

**OATH OF OFFICE FOR NEWLY ELECTED BOARD OF TRUSTEES:**

Mrs. Mann administered the oath of office to Brian Mansell and Judy Desmond.

**BOARD MEMBER CONFLICT OF INTEREST FORM AND ETHICAL BEHAVIOR PLEDGE:**

The board members, Mr. Clegg, Mrs. Desmond, and Mr. Mansell, signed the conflict-of-interest and ethical behavior pledge forms.

**ELECTION OF DISTRICT OFFICES:**

Mr. Palmer explained the responsibilities and requirements to hold specific board offices.

Currently, the office staff includes Mrs. Mann, who serves as the clerk, and Ms. Coffin, who serves as the treasurer. Mr. Palmer and Mr. Clegg recommend that Mrs. Mann and Ms. Coffin continue to serve in the clerk and treasurer roles.

**MOTION:** Mrs. Desmond moved to approve that Mrs. Mann serve as the Clerk and Ms. Coffin serve as the Treasurer. Mr. Mansell seconded the motion. Mr. Clegg, Mrs. Desmond, and Mr. Mansell voted in favor. The motion passed.

**MOTION:** Mrs. Desmond moved to approve that Mr. Clegg serve as the chair. Mr. Mansell seconded the motion. Mr. Clegg, Mrs. Desmond, and Mr. Mansell voted in favor. The motion passed.

Mr. Clegg assumed the chair.

**AUSTIN HORROCKS, RESIDENT – REASONABLE GRACE PERIOD AND LATE FEE STRUCTURE DISCUSSION:**

Not in attendance. Item moved to the February meeting.

**BOARD MEMBER OPEN AND PUBLIC MEETINGS ACT TRAINING REQUIREMENT AND NEW ELECTED BOARD MEMBER TRAINING REQUIREMENTS:**

Mr. Palmer directed the new board members to create an account on the training website. The open and public meeting training needs to be completed annually.

During an election cycle, the local district and special district training will be required. Mrs. Desmond and Mr. Mansell will need to take the training and turn the certificate into office staff.

Board members may not text other board members during a board meeting. All communication needs to be open and public.

**UPDATE ON WASTEWATER TREATMENT UPGRADE, SEWER IMPACT FEES UPDATE, AND VILLAGE BLVD. SEWER LINE IMPACT FEE PROJECT:**

Mr. Palmer explained that the last wastewater sewer treatment upgrade was in 2012, which upgraded the system to serve 1.5 MGD. Aeration was added at this time. The headworks building was sized to process flow above 1.5 MGD. The current design for the treatment plant is planned to serve 2.7 MGD. It is possible that the system will need to be designed to serve 3.5 MGD. Removing phosphorus and ammonia from the wastewater is an EPA requirement administered through DEQ. The cost is estimated at around \$16 million. Half of the cost would need to be covered by user rates and not by impact fees. There is a possibility that a rate increase will be needed.

Three groundwater monitoring wells are needed. Zimmerman Drilling Services received the bid for the project. The wells will indicate whether the lagoons are affecting groundwater quality.

Mr. Mansell asked if the lagoons were lined. They are lined with native clay rather than a rubber liner. The District will collect the groundwater samples.

The upgraded treatment system is planned to be a Lemna system. The system uses a process of aeration, flocculation, and media to treat the phosphorus and ammonia. The system has been approved by the state. The preliminary stages of the design study reports are in progress. The system is planned to be operational in four years.

Mr. Thorpe added that a waste load analysis to complete the design process was submitted and is being reviewed by the state. The impact fee facilities plan for the treatment system needs to be finalized. Impact fees are being separated by treatment and collection. The fees for the collection have been completed. Lewis Young is continuing to complete the fees for treatment.

Mr. Mansell would like to understand further why the District is taking on the additional load of the Oquirrh Point development. Mr. Thorpe explained the background for expansion and treatment within Tooele County. Mr. Palmer added that Oquirrh Point had the option to create its own sewer treatment. Studies were completed by Lewis Young that show the District would benefit from additional rate payers from the Oquirrh Point development to share the cost of the treatment system upgrade.

Mr. Mansell asked if Oquirrh Point is paying their share of the service and that Stansbury Park residents are not paying for the additional users. Mr. Clegg explained the presentation from Lewis Young, which showed the benefit of adding additional rate payers that would help lower the cost for Stansbury Park rate payers.

Mr. Mansell asked if a bond would take place to pay for the upgrade. Mr. Palmer answered that a bond is one possibility. The District could also sell excess water rights. The agreement is with Oquirrh Point development and not the residents. The developer would need a buy-in.

Mr. Mansell has concerns with bonding and using LRB for the bonding process. In a previous bonding process at his current job, there was concern about how the interest rate was calculated. The LRB contract ended up being terminated.

Mr. Thorpe added that Phase One of the Village Blvd. trunk line project is also moving forward. It is funded by impact fees and will be advertised for bids next week. The project upsizes the line and will serve as a diversion point to split sewer basins, freeing up capacity in one basin for future development. The project will be paid with sewer impact fees already collected.

**MANAGER'S OPERATION REPORT:**

No questions

**APPROVE MEETING MINUTES OF DECEMBER 16, 2025:**

MOTION: Mrs. Desmond moved to approve meeting minutes of December 16, 2025. Mr. Mansell seconded the motion. Mr. Clegg, Mrs. Desmond, and Mr. Mansell voted in favor. The motion passed.

**APPROVE FINANCIALS & WARRANTS:**

MOTION: Mr. Mansell moved to approve the financials and warrants dated January 20, 2026, totaling \$55,691.62. Mrs. Desmond seconded the motion. Mr. Clegg, Mrs. Desmond, and Mr. Mansell voted in favor. The motion passed.

**PETITIONS AND COMMUNICATIONS:**

Mr. Palmer received a notice from CNA Surety Company. There was a previous requirement to post a bond when a loan was received. The legislature canceled the requirement, which is now covered under the crime policy within the trust. The District will see a savings of \$1,500.

**MOTION FOR ADJOURNMENT:**

MOTION: Mrs. Desmond moved to adjourn. Mr. Mansell seconded the motion. Mr. Clegg, Mrs. Desmond, and Mr. Mansell voted in favor. The meeting adjourned at 4:55 p.m.

**APPROVAL:**

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Jacob Clegg, Chairman

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# FINANCIALS

STANSBURY PARK IMPROVMNT DIST  
BALANCE SHEET  
JANUARY 31, 2026

ASSETS

11110	XPRESS DEPOSIT ACCOUNT	96,200.33	
11120	CASH - CHECKING MACU	328,868.03	
11450	UTILITY CASH CLEARING ACCOUNT	( 39.00)	
11475	AR CASH CLEARING ACCOUNT	( 273,652.45)	
13100	ACCOUNTS RECEIVABLE - UM	4,645.13	
13150	ACCOUNTS RECEIVABLE-AR	967.45	
	TOTAL ASSETS		156,989.49

LIABILITIES AND EQUITY

LIABILITIES

20000	DEVELOPER/RENTAL DEPOSIT LIAB.	9,535.00	
21100	ACCOUNTS PAYABLE	( 43,888.16)	
21500	WAGES PAYABLE	23,012.26	
22210	FICA PAYABLE	4,754.24	
22220	FEDERAL WITHHOLDING PAYABLE	2,711.00	
22230	STATE WITHHOLDING PAYABLE	1,280.82	
22240	WORKERS COMPENSATION PAYABLE	2,129.01	
22255	401K/457 PAYABLE/URS RET.TIERS	5,794.08	
22270	DENTAL PAYABLE	942.26	
22275	VISION PLAN	141.39	
22280	HEALTH INSURANCE PAYABLE	17,423.78	
22290	LIFE INSURANCE PAYABLE	1,158.15	
22300	STATE UNEMPLOYMENT PAYABLE	39.74	
22400	METER DEPOSITS PAYABLE	( 30.00)	
	TOTAL LIABILITIES		25,003.57

RETAINED EARNINGS

	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	131,985.92	
	BALANCE - CURRENT DATE	131,985.92	
	TOTAL EQUITY		131,985.92
	TOTAL LIABILITIES AND EQUITY		156,989.49

STANSBURY PARK IMPROVMNT DIST

REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>UTILITY REVENUE</u>					
37-100 WATER FEES	101,119.53	101,119.53	.00	( 101,119.53)	.0
37-150 FIRE FLOW WATER LINE	168.36	168.36	.00	( 168.36)	.0
37-175 WEID FIRE SUPPRESSION SYSTEM	600.00	600.00	.00	( 600.00)	.0
37-200 WATER CONNECTION FEES	280.00	280.00	.00	( 280.00)	.0
37-300 SEWER FEES	79,639.63	79,639.63	.00	( 79,639.63)	.0
37-350 STORM DRAIN FEES	13,172.63	13,172.63	.00	( 13,172.63)	.0
37-400 SEWER CONNECTION FEES	280.00	280.00	.00	( 280.00)	.0
37-600 PLAN REVIEW/INSPECTION/JOBFEES	975.68	975.68	.00	( 975.68)	.0
37-700 OTHER UTILITY REVENUE/PENALTIE	9,745.45	9,745.45	.00	( 9,745.45)	.0
37-800 WATER METERS SOLD	1,660.00	1,660.00	.00	( 1,660.00)	.0
<b>TOTAL UTILITY REVENUE</b>	<b>207,641.28</b>	<b>207,641.28</b>	<b>.00</b>	<b>( 207,641.28)</b>	<b>.0</b>
<u>OTHER REVENUE</u>					
38-100 GENERAL PROPERTY TAXES	64,937.88	64,937.88	.00	( 64,937.88)	.0
<b>TOTAL OTHER REVENUE</b>	<b>64,937.88</b>	<b>64,937.88</b>	<b>.00</b>	<b>( 64,937.88)</b>	<b>.0</b>
<b>TOTAL REVENUE</b>	<b>272,579.16</b>	<b>272,579.16</b>	<b>.00</b>	<b>( 272,579.16)</b>	<b>.0</b>

## STANSBURY PARK IMPROVMNT DIST

EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE EXPENSES</u>					
45-110 SALARIES AND WAGES	42,073.26	42,073.26	.00 (	42,073.26)	.0
45-130 EMPLOYEE BENEFITS	11,185.27	11,185.27	.00 (	11,185.27)	.0
45-131 URS-ER/457 BENEFITS	6,202.06	6,202.06	.00 (	6,202.06)	.0
45-240 OFFICE EXPENSE & SUPPLIES	2,652.38	2,652.38	.00 (	2,652.38)	.0
45-260 BLDG & GROUNDS SUPPLIES & MNTN	350.05	350.05	.00 (	350.05)	.0
45-270 UTILITIES	639.49	639.49	.00 (	639.49)	.0
TOTAL ADMINISTRATIVE EXPENSES	63,102.51	63,102.51	.00 (	63,102.51)	.0
<u>WATER EXPENSES</u>					
51-110 SALARIES AND WAGES	22,716.17	22,716.17	.00 (	22,716.17)	.0
51-130 EMPLOYEE BENEFITS	7,361.32	7,361.32	.00 (	7,361.32)	.0
51-131 URS-ER/457 BENEFIT	3,073.20	3,073.20	.00 (	3,073.20)	.0
51-240 WATER REPAIRS	540.00	540.00	.00 (	540.00)	.0
51-330 TRAINING	1,315.00	1,315.00	.00 (	1,315.00)	.0
51-340 WATER SAMPLING	160.00	160.00	.00 (	160.00)	.0
51-410 MATERIALS & SUPPLIES	1,062.02	1,062.02	.00 (	1,062.02)	.0
TOTAL WATER EXPENSES	36,227.71	36,227.71	.00 (	36,227.71)	.0
<u>SEWER EXPENSES</u>					
52-110 SALARIES AND WAGES	22,716.14	22,716.14	.00 (	22,716.14)	.0
52-130 EMPLOYEE BENEFITS	7,361.26	7,361.26	.00 (	7,361.26)	.0
52-131 URS-ER/457 BENEFIT	3,073.20	3,073.20	.00 (	3,073.20)	.0
TOTAL SEWER EXPENSES	33,150.60	33,150.60	.00 (	33,150.60)	.0
<u>STORM DRAIN EXPENSES</u>					
55-110 SALARIES AND WAGES	5,602.49	5,602.49	.00 (	5,602.49)	.0
55-130 EMPLOYEE BENEFITS	1,738.67	1,738.67	.00 (	1,738.67)	.0
55-131 URS-ER/457 BENEFITS	771.26	771.26	.00 (	771.26)	.0
TOTAL STORM DRAIN EXPENSES	8,112.42	8,112.42	.00 (	8,112.42)	.0
TOTAL EXPENDITURES	140,593.24	140,593.24	.00 (	140,593.24)	.0
NET REVENUE OVER EXPENDITURES	131,985.92	131,985.92	.00 (	131,985.92)	.0

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# WARRANTS

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT	GL ACCT NO. AND DESCRIPTION	Input Date	GL Period
<b>ADOBE ROCK PRODUCTS LLC</b>						
131286	12/22/2025	STANDARD PIT RUN #2 2-4" ADOBE COBBLE TON-WASTE WATER TREATMENT UPGRADE	2,880.13	52-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
131422	01/26/2026	STANDARD PIT RUN #2-WASTE WATER TREATMENT UPGRADE	344.53	52-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
131449	02/02/2026	STANDARD PIT RUN #2-WASTE WATER TREATMENT UPGRADE	512.67	52-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
131475	02/09/2026	STANDARD PIT RUN #2-WASTE WATER TREATMENT UPGRADE	252.23	52-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
131476	02/09/2026	ROAD BASE-HEADWORKS-STOCKPILE	148.28	52-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
Total 115:			4,137.84			
<b>AT&amp;T MOBILITY/CINGULR WIRELESS</b>						
CIN0126	01/20/2026	Acct#:872800345-CELL PHONE & IPAD SERVICES 12-21-25 TO 1-20-26	578.73	45-270 UTILITIES	02/17/2026	226
Total 326:			578.73			
<b>BLUE STAKES OF UTAH 811 INC.</b>						
UT202504129	01/31/2026	CUST#STANSB-TRANSMISSION FEE 1-1-26	783.62	45-270 UTILITIES	02/17/2026	226
Total 220:			783.62			
<b>CASELLE, INC</b>						
INV-16194	02/03/2026	CLIENT # C-11484-MONTHLY MAINTENANCE & SUPPORT 3-1-26 TO 3-31-26	1,054.00	45-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
Total 310:			1,054.00			
<b>CHEMTECH-FORD, C CORP</b>						
25K2029	02/09/2026	CUSTID: STANSB WATER SAMPLES-RADIOLOGICALS AP-WELL 5 RADS WS005-11-24-25	290.00	51-340 WATER SAMPLING	02/17/2026	226
26A1297	01/21/2026	CUSTID: STANSB WATER SAMPLES-COLILERT AP-WH 15, LOT 1522, WH 13, LOT 1328, WH 13, LOT 1332-1-20-26	96.00	37-600 PLAN REVIEW/INSPECTION/JO BFEEES	02/17/2026	226
26A1298	01/21/2026	CUSTID: STANSB WATER SAMPLES COLILERT AP SITE 3-5743 MAST-SITE 5-647 CC-1-20-26	64.00	51-340 WATER SAMPLING	02/17/2026	226
26A1867	01/28/2026	CUSTID: STANSB WTR SAMPLES-COLILERT AP-SITE 7-117 DELGADA-SITE 6-501 CC-SITE 10-4269 PALMER RD-01-27-26	96.00	51-340 WATER SAMPLING	02/17/2026	226
26A2154	02/02/2026	CUSTID: STANSB WATER SAMPLES-COLILERT AP-GLORIOUS, CRIMSON LOT 110, MAJESTIC LOT 108 & 104-1-30-26	128.00	37-600 PLAN REVIEW/INSPECTION/JO BFEEES	02/17/2026	226
26B0198	02/09/2026	CUSTID: STANSB SWR SAMPLES AMMONIA AS N, BOD, QHR-E COLI, TSS-HEADWORKS, DISCHARGE 002-GRAB-2-3-26	188.00	52-340 DIRECT DISCHARGE-SAMPLING	02/17/2026	226
26B0203	02/04/2026	CUSTID: STANSB WATER SAMPLES COLILERT AP SITE 11-5143 STRATFORD-SITE 14-5729 LIGHTHOUSE-SITE 17-413 WTR WHEEL-2-3-26	96.00	51-340 WATER SAMPLING	02/17/2026	226
26B0204	02/04/2026	CUSTID: STANSB WATER SAMPLES-COLILERT AP-GLORIOUS, CRIMSON LOT 110, MAJESTIC LOT 106 & 101-2-3-26	128.00	37-600 PLAN REVIEW/INSPECTION/JO BFEEES	02/17/2026	226
26B0807	02/11/2026	CUSTID: STANSB WATER SAMPLES COLILERT AP SITE 12-45 STREAMS EDGE-SITE 15-578 CHRISTOPHER-2-10-26	64.00	51-340 WATER SAMPLING	02/17/2026	226
Total 320:			1,150.00			
<b>CLYDE, JENNIFER</b>						
RFNDCLYDE 39STRASBO URG	02/17/2026	REFUND 22.26 TO JENNIFER CLYDE FOR OVER PMT-BOTH CUSTOMER & TITLE COMPANY PAID	22.26	11450 UTILITY CASH CLEARING ACCOUNT	02/17/2026	226

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT	GL ACCT NO. AND DESCRIPTION	Input Date	GL Period
Total 2137:			<b>22.26</b>			
<b>COMCAST BUSINESS CORP</b>						
COMCAST0226	01/15/2026	ACCT#-8495442030320518-PHONES, FAX, MODEM, SCADA SERVICES	1,000.00	45-270 UTILITIES	02/17/2026	226
Total 333:			<b>1,000.00</b>			
<b>CORE &amp; MAIN LP</b>						
X538279	01/26/2026	ACCT 127849-B81-233W-HBA-2NL BALL VALVE WITH HANDLE	617.80	51-250 EQUIPMENT - SUPPLIES & MAINT	02/17/2026	226
Y451507	01/29/2026	ACCT 127849-C66-33-U-NL 3/4 BRS CPLG UT PEPXUT PEP NO LEAD, 368-9040 TRUMBULL SHUT-OFF TOOL, REED EDSK6 EXT SOCKET SET	992.32	51-250 EQUIPMENT - SUPPLIES & MAINT	02/17/2026	226
Total 334:			<b>1,610.12</b>			
<b>DIVISION OF WATER RIGHTS</b>						
WRA64067	12/31/2025	WR 15-3256 A64067-STANSBURY RECREATION 200 AF-REQUEST FOR EXTENSION OF TIME TO FILE PROOF OF BENEFICIAL USE STATE OF UTAH	50.00	51-325 WATER RIGHTS PROOFING	02/17/2026	226
Total 423:			<b>50.00</b>			
<b>ELECTRO POWER UTAH, LLC</b>						
7330	01/22/2026	S.O. NO 3817-SERVICE TO REPLACE CONTACTOR FOR SILO 1 PUMP 1 PER QUOTE	1,815.00	52-250 EQUIPMENT - SUPPLIES & MAINT	02/17/2026	226
Total 514:			<b>1,815.00</b>			
<b>ENBRIDGE GAS</b>						
10PLZ0226	02/04/2026	ACCT#:55715400000-GAS-10 PLZ 0226/BILL SSA 1/2 = 256.94	256.94	37-600 PLAN REVIEW/INSPECTION/JO BFEEs	02/17/2026	226
10PLZ0226	02/04/2026	ACCT#:55715400000-GAS-10 PLZ 0226	256.93	45-270 UTILITIES	02/17/2026	226
CLEGG0226	02/04/2026	ACCT# 0706550000-GAS-CLEGG 0226	36.73	45-270 UTILITIES	02/17/2026	226
OQH0226	02/04/2026	ACCT#:3400118680-GAS OQH MILL BLDG 0226	509.00	45-270 UTILITIES	02/17/2026	226
Total 1285:			<b>1,059.60</b>			
<b>FREEDOM MAILING SERVICE INC.</b>						
52255	02/06/2026	QUARTERLY BILLING-QTY 3228	2,162.76	45-240 OFFICE EXPENSE & SUPPLIES	02/17/2026	226
Total 560:			<b>2,162.76</b>			
<b>FUEL NETWORK</b>						
F2607E00907	02/03/2026	FUEL FOR DISTRICT TRUCKS, GENERATORS, BACK HOE, VAC TRAILER, PUMPS & MINI VAC	1,033.26	45-250 EQUIPMENT - SUPPLIES & MAINT	02/17/2026	226
Total 565:			<b>1,033.26</b>			
<b>INSPIRA TECHNICAL SOLUTIONS CORP.</b>						
3022636	02/01/2026	BACKUP MAINT/OLD SCADA & ROGER HELP/NEW USER EMAILS CREATION/OLD SCADA TROUBLESHOOT, REMOTE MONITORING/BACKUP STANDARD PKG MONTHLY, MONTHLY 0365.GOV EMAILS	1,138.00	51-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
Total 754:			<b>1,138.00</b>			
<b>KASPER, LARRY</b>						
RFNDKASPER213LV	02/17/2026	RESIDENTIAL REFUND OF A DEPOSIT-ACCT 15800-213 LV-LARRY KASPER	30.00	11450 UTILITY CASH CLEARING ACCOUNT	02/17/2026	226

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT	GL ACCT NO. AND DESCRIPTION	Input Date	GL Period
Total 2138:			<b>30.00</b>			
<b>MCCOMBS, LEIGH OR KIM</b>						
RFNDMMCC OMBS198CL ERMONT	02/17/2026	REFUND OVER PAYMENT-BOTH CUSTOMER & TITLE COMPANY PAID	33.22	11450 UTILITY CASH CLEARING ACCOUNT	02/17/2026	226
Total 2135:			<b>33.22</b>			
<b>MOUNTAIN AMERICA CREDIT UNION-VISA</b>						
MACUVISA0 126	02/17/2026	TRACTOR SUPPLY CO-T POST FOR FENCE DISINFECTION	51.20	51-250 EQUIPMENT - SUPPLIES & MAINT	02/17/2026	226
MACUVISA0 126	02/17/2026	HOME DEPOT-PATCH CABLE, MARK FLRSNT GREEN FOR WELL 2 & BLUE STAKING	123.39	51-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
MACUVISA0 126	02/17/2026	TRACTOR SUPPLY CO-T POST 8FT GR RACK GRAY	28.80	51-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
MACUVISA0 126	02/17/2026	MOBETTAHS HAWAIIAN STYLE FOOD-LUNCH FOR TARP REWARD	137.21	45-520 INSURANCE	02/17/2026	226
MACUVISA0 126	02/17/2026	TRACTOR SUPPLY CO-TRV TIRE PLUG COMBO KIT	9.99	51-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
MACUVISA0 126	02/17/2026	HOME DEPOT-PURPLE DEGREASER, OXICLEAN TUB & TILE DISINFECTION, WINDEX GLASS CLEANER, LYSOL CLEANER, CONDUIT MALE TERMINAL ADAPTER 3", ANTIAC & DISINFECT	97.17	51-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
MACUVISA0 126	02/17/2026	SOELBERG'S-SNACKS FOR RURAL WATER TRAINING @ OQH MILL BLDG	74.48	51-330 TRAINING	02/17/2026	226
MACUVISA0 126	02/17/2026	HOME DEPOT-DETACHABLE TRIPOD LIGHT, ANGVL VLL, COMP ANGLE VALVE, ICE MELT, KRYSTAL KLEER 20 ALL SEASON	136.60	51-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
MACUVISA0 126	02/17/2026	HP INSTANT INK-3 PRINTERS IN OFFICE 17.09 + 17.09 + 59.32 = 93.50	93.50	45-240 OFFICE EXPENSE & SUPPLIES	02/17/2026	226
MACUVISA0 126	02/17/2026	WALMART-SNACKS FOR BREAKROOM-TARP REWARD	317.20	45-520 INSURANCE	02/17/2026	226
MACUVISA0 126	02/17/2026	YAH*MAIL PLUS-SUPPLIES	5.00	45-240 OFFICE EXPENSE & SUPPLIES	02/17/2026	226
MACUVISA0 126	02/17/2026	INSTRUMART-KELLER LEVELRAT SUBMERSIBLE LEVEL TRANSMITTER, KELLER 900001.0009 BELLOW ASSEMBLY, ANEROID BELLOW ATTACHES TO CABLE VENT, ALTERNATIVE TO THE DRYING TUBE, SHIPPING	771.35	51-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
MACUVISA0 126	02/17/2026	DELTA AIR-TICKET FOR BRETT TO GO TO BOZEMAN FOR TRAINING-SEWER UPGRADE PROJECT	696.98	51-330 TRAINING	02/17/2026	226
MACUVISA0 126	02/17/2026	AUTOZONE-GENERATOR FOR ORANGE DUMP TRUCK, POWER STEERING FLUID, ANTIFREEZE	54.96	51-250 EQUIPMENT - SUPPLIES & MAINT	02/17/2026	226
MACUVISA0 126	02/17/2026	DEL TACO-LUNCH FOR GUYS REPAIRING A WATER BREAK AT 125 CC	58.80	52-350 MASTER PLAN	02/17/2026	226
MACUVISA0 126	02/17/2026	ELEVATED SERV & SUPPLY-PRESSURE WASHER, LANCE 79" & 60" INSULATED, LANCE 36" CHROMED STEEL NO GRIP WAND, QD STRAIGHT THRU COUPLER X 1/4"FP BRASS, SPRAY GUN, E SERIES PW 3/8" NIPPLE X 3/8" MNPT, 14" EXTENDED REACH DUAL HEADAIR CHUCK FOR VAC TRAILER	254.32	51-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
MACUVISA0 126	02/17/2026	HILTON GARDEN INN BOZEMAN FOR BRETT PALMER FOR TRAINING-TO VIEW SYSTEM TO BE USED & SPID SWR UPGRADE	208.50	52-350 MASTER PLAN	02/17/2026	226
MACUVISA0 126	02/17/2026	ADOBE INC-SUPPLIES	21.39	45-240 OFFICE EXPENSE & SUPPLIES	02/17/2026	226
MACUVISA0 126	02/17/2026	AMAZON-DESK CHAIRS FOR SEATS IN THE OFFICE	1,047.55	45-240 OFFICE EXPENSE & SUPPLIES	02/17/2026	226
MACUVISA0 126	02/17/2026	WHITEPAGES-PREMIUM MEMBERSHIP TO WHITE PAGES TO HELP WITH COLLECTING PAST DUE CHARGES	65.88	45-240 OFFICE EXPENSE & SUPPLIES	02/17/2026	226
MACUVISA0 126	02/17/2026	DOMINO'S-LUNCH FOR GUYS WORKING ON A WATER REPAIR AT 5522 LORRIANE WAY	38.08	51-240 WATER REPAIRS	02/17/2026	226
Total 900:			<b>4,292.35</b>			
<b>MOXIE PEST CONTROL LLC</b>						
28703379	01/22/2026	ACCT # 127571-SPID 30 PLZ PEST CONTROL QTRLY- SWR LAGOONS PEST CONTROL QTRLY	177.00	45-260 BLDG & GROUNDS SUPPLIES & MNTN	02/17/2026	226

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT	GL ACCT NO. AND DESCRIPTION	Input Date	GL Period
Total 922:			<b>177.00</b>			
<b>PEAK ALARM COMPANY, INC.</b>						
7804064	02/01/2026	CUSTOMER# S23831-ALARM SERVICES FOR OQH MILL BLDG	<b>54.10</b>	45-270 UTILITIES	02/17/2026	226
Total 2086:			<b>54.10</b>			
<b>PEHP LONG-TERM DISABILITY</b>						
LTD0126	02/17/2026	LONG TERM 12-21-25 TO 1-3-26 = 126.98 & 1-4-26 TO 1-17-26 = 130.83-TOTAL + 257.80	<b>257.80</b>	22301 LONG TERM DISABILITY	02/17/2026	226
Total 1081:			<b>257.80</b>			
<b>RICOH USA INC.</b>						
5072666446	01/23/2026	CUST # 28146455-COPY MACHINE READ 1-24-26 TO 2-23-26	<b>181.09</b>	45-240 OFFICE EXPENSE & SUPPLIES	02/17/2026	226
Total 1309:			<b>181.09</b>			
<b>SHARKOL, INC</b>						
SHQB-004232	01/24/2026	CUSTOMER# SHSTPHIA-PIT RUN, A1A GRANULAR BORROW FOR SEWER UPGRADE	<b>353.89</b>	52-320 OTHER PROFESSIONAL & TECH SERV	02/17/2026	226
Total 2136:			<b>353.89</b>			
<b>SKM INC.</b>						
32227	01/30/2026	STAN PK MAINT-CLERICAL, PROGRAMMING, TROUBLESHOOTING, REPLACING & TESTING TOUCHSCREEN AT HWKS SOURCE PARTS. WIRING IN CD PWR & PROJECT CONVERSION, FLOATS TRIPPING UNEXPECTEDLY, TRAVEL, CLOUDS UPGRADE	<b>6,639.24</b>	51-250 EQUIPMENT - SUPPLIES & MAINT	02/17/2026	226
Total 1438:			<b>6,639.24</b>			
<b>STEP SAVER INC.</b>						
T451371	01/30/2026	MORTON NSF CERTIFIED BULK EXTRA COARSE SOLAR SALT, FREIGHT/SHIPPING CHARGE, PTO &/OR DELIVERY	<b>3,217.50</b>	52-250 EQUIPMENT - SUPPLIES & MAINT	02/17/2026	226
Total 1478:			<b>3,217.50</b>			
<b>STREAMLINE SOFTWARE INC</b>						
ODF196DD-0012	02/01/2026	STREAMLINE FLEX 2-1-26 TO 3-1-26	<b>300.00</b>	45-240 OFFICE EXPENSE & SUPPLIES	02/17/2026	226
Total 2118:			<b>300.00</b>			
<b>TOOLE COUNTY ROAD DEPT</b>						
PERMIT1479	01/29/2026	DIG PERMIT# 1479 FOR 125 CC-WATER LINE REPAIR-IMPROVED ROAD EXCAVATION FEE	<b>270.00</b>	51-240 WATER REPAIRS	02/17/2026	226
Total 1532:			<b>270.00</b>			
Grand Totals:			<b>33,401.38</b>			

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INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT	GL ACCT NO. AND DESCRIPTION	Input Date	GL Period
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District Manager: \_\_\_\_\_  
Brett Palmer

Date: \_\_\_\_\_

Chairman: \_\_\_\_\_  
Board of Trustee

Date: \_\_\_\_\_



MACU  
BANK  
RECONCILIATION  
JANUARY  
2026

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

Mountain America CU (CHECKING MACU) (4)  
January 31, 2026

Account: 11120

Bank Account Number:

Bank Statement Balance:	3,148,821.32	Book Balance Previous Month:	2,953,669.96
Outstanding Deposits:	61,466.16	Total Receipts:	459,047.22
Outstanding Checks:	61,568.27	Total Disbursements:	130,179.19
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	3,148,719.21	Book Balance:	3,282,537.99
		Proof (Bank balance less book balance):	133,818.78-

Outstanding Deposits Section

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
30	771.72	32	1,181.71	38	368.86	56	2,219.13
58	1,963.12	65	1,941.45	1026	1,421.79	1027	425.44
1042	9,495.20	1043	125.05	1081	1,517.95	1082	1,742.19
1086	90.00	1100	6,732.78	1101	912.83	1102	1,064.74
1153	333.07	1154	1,015.72	1156	10,591.41	1202	1,075.23
1225	1,346.10	1229	12,943.35	1232	2,268.13	1282	358.42
1305	1,500.18	1306	209.09	1307	1,679.06	1308	382.02

Grand Totals:

65,675.74

Deposits cleared: 45 items

Deposits Outstanding: 28 items

Outstanding Checks Section

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
4300	2,574.61	4301	600.00	4302	372.11	4303	398.00
4304	1,930.00	4305	2,556.50	4306	1,800.00	4307	2,804.76
4308	39.00	4309	790.01	4310	2,151.37	4311	1,255.03
4312	223.76	4313	465.00	4314	4,650.20	4315	525.00
4316	3,539.99	4317	620.05	4318	939.78	4319	3,523.57
4320	51.97	4321	652.46	4322	59.80	4323	368.02
4324	272.83	4325	16,250.23	4326	850.00	4327	480.15
4328	300.00	4329	540.00	4330	52.20	4331	2,043.42
4332	70.00	4333	1,921.80	4334	20.00	5055	5,792.96
5056	83.69						

Grand Totals:

61,568.27

Checks cleared: 12 items

Checks Outstanding: 37 items

Bank Adjustments Section

Book Adjustments Section

Report Criteria:

Print Detail

Includes outstanding and cleared deposits

Banks: Mountain America CU (4)

Period Date	Transaction Date	Description	Account Number	Journal	Deposit Number	Amount
<b>Mountain America CU</b>						
12/31/2025	12/31/2025	TRANSFER XPRESS DEPOSIT ACCT TO CASH CHECKING	11120	CRJE	1	100,000.00
01/31/2026	01/01/2026	XBP - Credit Card UT - MACU - Q	11120	CR	30	771.72
01/31/2026	01/02/2026	CHECK - MACU - A	11120	CR	31	321.13
01/31/2026	01/02/2026	XBP - Credit Card UT - MACU - Q	11120	CR	32	1,181.71
01/31/2026	01/03/2026	XBP - Credit Card UT - MACU - Q	11120	CR	33	889.14
01/31/2026	01/04/2026	CHECK - MACU - A	11120	CR	34	60,062.77
01/31/2026	01/04/2026	XBP - Credit Card UT - MACU - Q	11120	CR	35	2,740.97
01/31/2026	01/05/2026	CHECK - MACU - A	11120	CR	36	299.07
01/31/2026	01/05/2026	XBP - Credit Card UT - MACU - Q	11120	CR	37	3,688.11
01/31/2026	01/06/2026	XBP - Credit Card UT - MACU - Q	11120	CR	38	368.86
12/31/2025	12/01/2025	XBP - Credit Card UT - MACU - Q	11120	CR	56	2,219.13
12/31/2025	12/02/2025	XBP - Credit Card UT - MACU - Q	11120	CR	58	1,963.12
12/31/2025	12/08/2025	XBP - Credit Card UT - MACU - Q	11120	CR	65	1,941.45
01/31/2026	01/06/2026	CHECK - MACU - A	11120	CR	1025	190.00
01/31/2026	01/06/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1026	1,421.79
01/31/2026	01/07/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1027	425.44
01/31/2026	01/07/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1042	9,495.20
01/31/2026	01/08/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1043	125.05
01/31/2026	01/08/2026	CHECK - MACU - A	11120	CR	1079	150.00
01/31/2026	01/08/2026	XBP - Credit Cards GS - MACU - R	11120	CR	1080	513.00
01/31/2026	01/08/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1081	1,517.95
01/31/2026	01/09/2026	CHECK - MACU - A	11120	CR	1082	1,742.19
01/31/2026	01/09/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1083	565.12
01/31/2026	01/10/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1084	519.04
01/31/2026	01/11/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1085	218.08
01/31/2026	01/12/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1086	90.00
01/31/2026	01/12/2026	CHECK - MACU - A	11120	CR	1100	6,732.78
01/31/2026	01/12/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1101	912.83
01/31/2026	01/13/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1102	1,064.74
01/31/2026	01/11/2026	CHECK - MACU - A	11120	CR	1151	6,223.12
01/31/2026	01/13/2026	CHECK - MACU - A	11120	CR	1152	420.70
01/31/2026	01/13/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1153	333.07
01/31/2026	01/14/2026	CHECK - MACU - A	11120	CR	1154	1,015.72
01/31/2026	01/14/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1155	387.48
01/31/2026	01/15/2026	CHECK - MACU - A	11120	CR	1156	10,591.41
01/31/2026	01/15/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1157	6,694.61
01/31/2026	01/16/2026	CHECK - MACU - A	11120	CR	1158	1,709.50
01/31/2026	01/16/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1159	5,859.25
01/31/2026	01/17/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1160	310.00
01/31/2026	01/18/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1161	294.04
01/31/2026	01/19/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1162	330.00
01/31/2026	01/20/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1163	449.27
01/31/2026	01/20/2026	CHECK - MACU - A	11120	CR	1177	15,281.61
01/31/2026	01/20/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1178	923.63
01/31/2026	01/21/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1179	90.00
01/31/2026	01/21/2026	CHECK - MACU - A	11120	CR	1201	80.00
11/30/2025	11/30/2025	XBP - Credit Card UT - MACU - Q	11120	CR	1202	1,075.23
01/31/2026	01/21/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1202	635.43
01/31/2026	01/22/2026	CHECK - MACU - A	11120	CR	1203	273,468.32
01/31/2026	01/22/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1204	872.72
01/31/2026	01/23/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1205	4,960.55
12/31/2025	12/26/2025	CHECK - MACU - A	11120	CR	1225	1,346.10

Period Date	Transaction Date	Description	Account Number	Journal	Deposit Number	Amount
<b>Mountain America CU</b>						
01/31/2026	01/23/2026	CHECK - MACU - A	11120	CR	1228	3,178.34
12/31/2025	12/29/2025	CHECK - MACU - A	11120	CR	1229	12,943.35
01/31/2026	01/23/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1229	642.71
01/31/2026	01/24/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1230	1,008.28
12/31/2025	12/30/2025	XBP - Credit Card UT - MACU - Q	11120	CR	1231	1,873.81
01/31/2026	01/25/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1231	2,556.73
12/31/2025	12/31/2025	CHECK - MACU - A	11120	CR	1232	2,268.13
01/31/2026	01/26/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1232	2,107.10
12/31/2025	12/31/2025	XBP - Credit Card UT - MACU - Q	11120	CR	1233	1,049.85
01/31/2026	01/26/2026	CHECK - MACU - A	11120	CR	1246	794.75
01/31/2026	01/26/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1247	527.15
01/31/2026	01/27/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1248	4,262.43
01/31/2026	01/27/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1263	713.53
01/31/2026	01/28/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1264	7,637.52
01/31/2026	01/28/2026	CHECK - MACU - A	11120	CR	1280	511.97
01/31/2026	01/28/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1281	1,291.33
01/31/2026	01/29/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1282	358.42
01/31/2026	01/29/2026	CHECK - MACU - A	11120	CR	1304	2,749.49
01/31/2026	01/29/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1305	1,500.18
01/31/2026	01/30/2026	CHECK - MACU - A	11120	CR	1306	209.09
01/31/2026	01/30/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1307	1,679.06
01/31/2026	01/31/2026	XBP - Credit Card UT - MACU - Q	11120	CR	1308	382.02

Total Mountain America CU: 581,979.77

Grand Totals: 581,979.77

## Report Criteria:

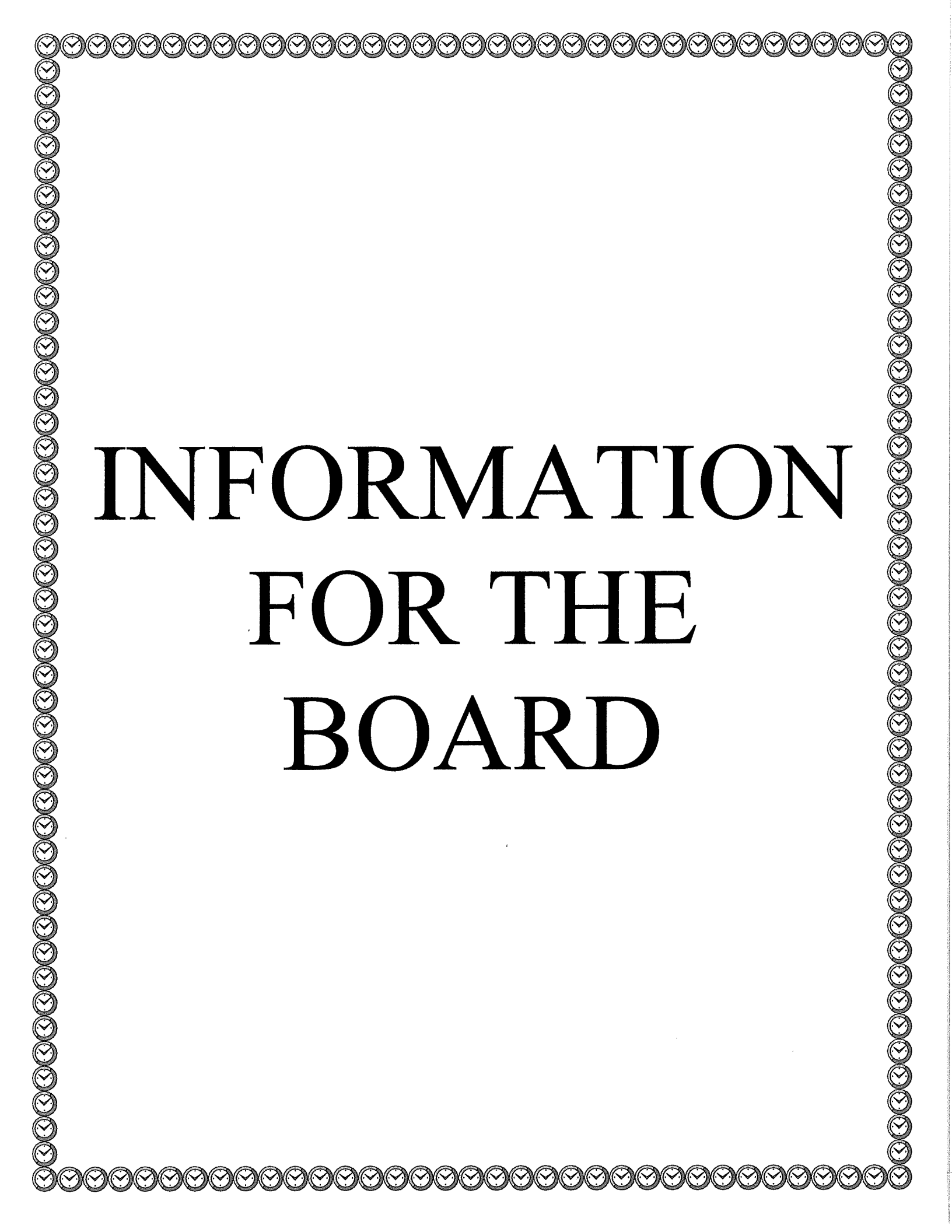
## Print Detail

Includes outstanding checks, cleared checks and checks with zero amounts

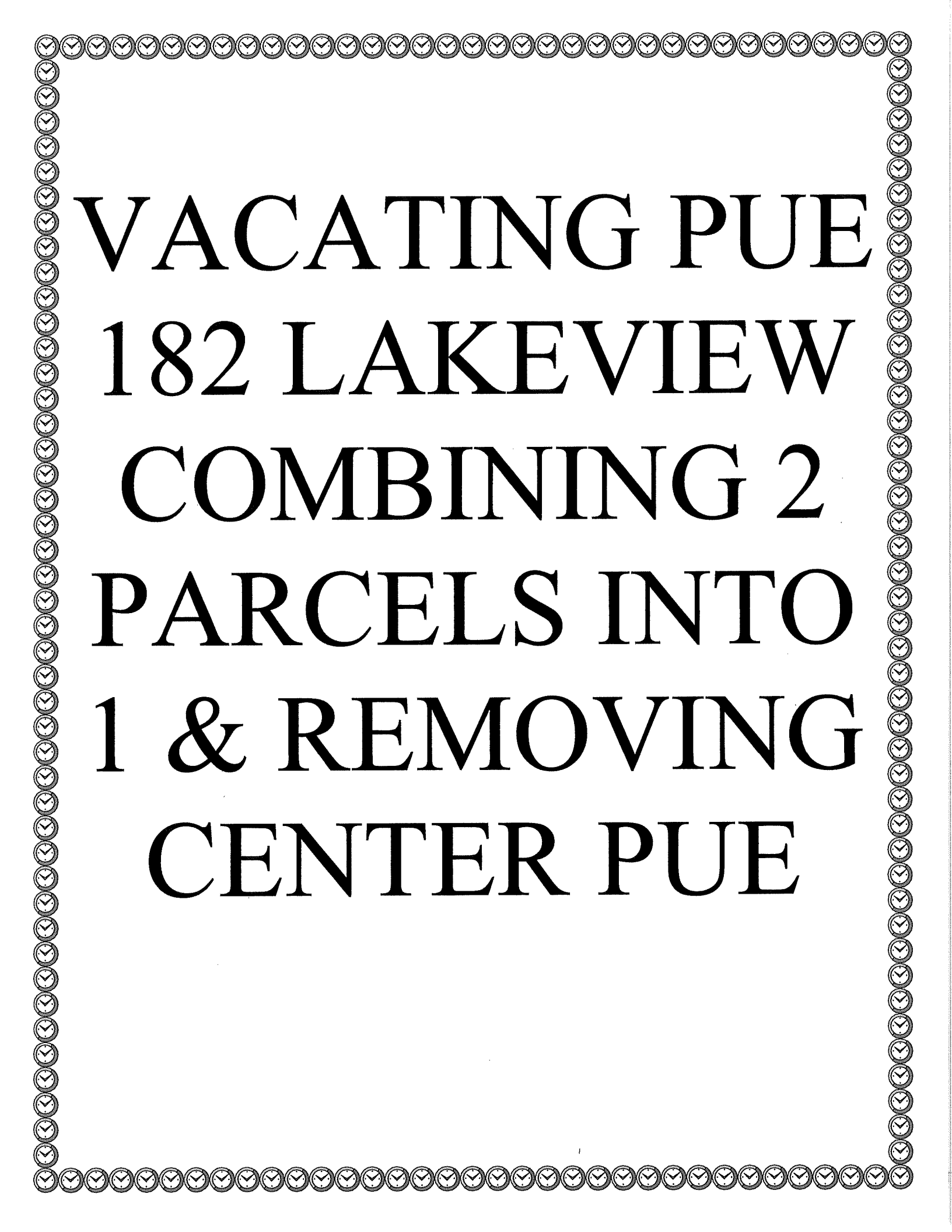
Banks: Mountain America CU (4)

Period Date	Transaction Date	Description	Account Number	Journal	Check Number	Amount
<b>Mountain America CU</b>						
12/31/2025	12/01/2025	ACCT 252605 CK 4925 WAS RETURNED DUE TO NOT BEING SIGNED	45610	CD	4	30.00
12/31/2025	12/16/2025	ELECTRO POWER UTAH, LLC	21100	CDA4	4274	3,675.00
12/31/2025	12/16/2025	FRASER, SANDY	21100	CDA4	4277	179.36
12/31/2025	12/16/2025	INSPIRA TECHNICAL SOLUTIONS CORP.	21100	CDA4	4281	4,140.93
12/31/2025	12/16/2025	SKM INC.	21100	CDA4	4290	1,121.05
01/31/2026	01/20/2026	ADOBE ROCK PRODUCTS LLC	21100	CDA4	4300	2,574.61
01/31/2026	01/20/2026	AT&T MOBILITY/CINGULR WIRELESS	21100	CDA4	4301	600.00
01/31/2026	01/20/2026	BLUE STAKES OF UTAH 811 INC.	21100	CDA4	4302	372.11
01/31/2026	01/20/2026	CCI MECHANICAL SERVICES, INC.	21100	CDA4	4303	398.00
01/31/2026	01/20/2026	CHEMTECH-FORD, LLC	21100	CDA4	4304	1,930.00
01/31/2026	01/20/2026	CLYDE, SNOW, & SESSIONS	21100	CDA4	4305	2,556.50
01/31/2026	01/20/2026	COMCAST BUSINESS CORP	21100	CDA4	4306	1,800.00
01/31/2026	01/20/2026	CORE & MAIN LP	21100	CDA4	4307	2,804.76
01/31/2026	01/20/2026	DENTON, DOUGLAS E.	21100	CDA4	4308	39.00
01/31/2026	01/20/2026	ENBRIDGE GAS	21100	CDA4	4309	790.01
01/31/2026	01/20/2026	FREEDOM MAILING SERVICE INC.	21100	CDA4	4310	2,151.37
01/31/2026	01/20/2026	FUEL NETWORK	21100	CDA4	4311	1,255.03
01/31/2026	01/20/2026	GRAINGER CORP.	21100	CDA4	4312	223.76
01/31/2026	01/20/2026	GRIFFITH, DAVID	21100	CDA4	4313	465.00
01/31/2026	01/20/2026	HUGHES GENERAL CONTRACTORS INC	21100	CDA4	4314	4,650.20
01/31/2026	01/20/2026	INDUSTRIAL SAFETY EQUIPMENT, LLC	21100	CDA4	4315	525.00
01/31/2026	01/20/2026	INSPIRA TECHNICAL SOLUTIONS CORP.	21100	CDA4	4316	3,539.99
01/31/2026	01/20/2026	LONE PEAK JANITORIAL LLC	21100	CDA4	4317	620.05
01/31/2026	01/20/2026	METER WORKS INC.	21100	CDA4	4318	939.78
01/31/2026	01/20/2026	MOUNTAIN AMERICA CREDIT UNION-VISA	21100	CDA4	4319	3,523.57
01/31/2026	01/20/2026	NAPA AUTO PARTS (PRO CHOICE AUTO INC.	21100	CDA4	4320	51.97
01/31/2026	01/20/2026	OFFICE DEPOT INC	21100	CDA4	4321	652.46
01/31/2026	01/20/2026	PEAK ALARM COMPANY, INC.	21100	CDA4	4322	59.80
01/31/2026	01/20/2026	PEHP LONG-TERM DISABILITY	21100	CDA4	4323	368.02
01/31/2026	01/20/2026	RICOH USA INC.	21100	CDA4	4324	272.83
01/31/2026	01/20/2026	ROCKY MOUNTAIN POWER	21100	CDA4	4325	16,250.23
01/31/2026	01/20/2026	RURAL WATER ASSOCIATION	21100	CDA4	4326	850.00
01/31/2026	01/20/2026	STANSBURY SERVICE AGENCY	21100	CDA4	4327	480.15
01/31/2026	01/20/2026	STREAMLINE SOFTWARE INC	21100	CDA4	4328	300.00
01/31/2026	01/20/2026	TOOELE COUNTY ROAD DEPT	21100	CDA4	4329	540.00
01/31/2026	01/20/2026	TOOELE COUNTY SOLID WASTE	21100	CDA4	4330	52.20
01/31/2026	01/20/2026	TOOELE MOTOR COMPANY, LLC	21100	CDA4	4331	2,043.42
01/31/2026	01/20/2026	TRANSCRIPT BULLETIN INC.	21100	CDA4	4332	70.00
01/31/2026	01/20/2026	UPPER CASE PRINTING INK.	21100	CDA4	4333	1,921.80
01/31/2026	01/20/2026	UTAH BUREAU OF CRIMINAL IDENTIFICATION	21100	CDA4	4334	20.00
12/31/2025	12/10/2025	URS RETIREMENT PMT FOR WE120625	22255	CD	5029	5,567.93
12/31/2025	12/31/2025	URS PR PMT FOR WE 122025	22255	CD	5030	5,498.66
01/31/2026	01/15/2026	941 PR PAYMENT FOR WE010326 FICA	22210	CD	5051	4,671.80
01/31/2026	01/15/2026	941 PR PAYMENT FOR WE010326 FWT	22220	CD	5051	2,835.28
01/31/2026	01/17/2026	941 PR TAXES FOR WE011726 FICA	22210	CD	5052	4,773.82
01/31/2026	01/17/2026	941 PR TAXES FOR WE011726 FWT	22220	CD	5052	2,858.38
01/31/2026	01/17/2026	STATE TAX PAID FOR PR JAN 2026	22230	CD	5053	2,569.83
01/31/2026	01/15/2026	URS PR PAYMENT FOR WE010326	22255	CD	5054	5,683.02
01/31/2026	01/17/2026	URS PR PAYMENT FOR WE011726	22255	CD	5055	5,792.96
01/31/2026	01/15/2026	SUTA 4TH QTR 2025	22300	CD	5056	83.69
01/31/2026	01/09/2026	DIRECT DEPOSIT TOTAL	21500	CDP	92201	22,410.87
01/31/2026	01/23/2026	DIRECT DEPOSIT TOTAL	21500	CDP	92202	22,808.12

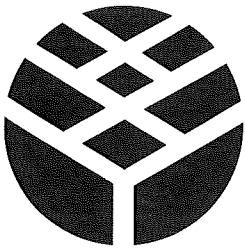
Period Date	Transaction Date	Description	Account Number	Journal	Check Number	Amount
<b>Mountain America CU</b>						
01/31/2026	01/09/2026	Coffin, Jody - DIR DEP	21500	CDP	10926964	.00
01/31/2026	01/09/2026	Conger, Cory M. - DIR DEP	21500	CDP	10926965	.00
01/31/2026	01/09/2026	Mann, Marilyn W. - DIR DEP	21500	CDP	10926966	.00
01/31/2026	01/09/2026	McNaughton, Michael - DIR DEP	21500	CDP	10926967	.00
01/31/2026	01/09/2026	Millett, Kevin K. - DIR DEP	21500	CDP	10926968	.00
01/31/2026	01/09/2026	Nelson, Roger - DIR DEP	21500	CDP	10926969	.00
01/31/2026	01/09/2026	Palmer, Brett - DIR DEP	21500	CDP	10926970	.00
01/31/2026	01/09/2026	Park, Colten - DIR DEP	21500	CDP	10926971	.00
01/31/2026	01/09/2026	Rouska, Christine - DIR DEP	21500	CDP	10926972	.00
01/31/2026	01/09/2026	Shields, Randee - DIR DEP	21500	CDP	10926973	.00
01/31/2026	01/23/2026	Coffin, Jody - DIR DEP	21500	CDP	11726975	.00
01/31/2026	01/23/2026	Conger, Cory M. - DIR DEP	21500	CDP	11726976	.00
01/31/2026	01/23/2026	Mann, Marilyn W. - DIR DEP	21500	CDP	11726977	.00
01/31/2026	01/23/2026	McNaughton, Michael - DIR DEP	21500	CDP	11726978	.00
01/31/2026	01/23/2026	Millett, Kevin K. - DIR DEP	21500	CDP	11726979	.00
01/31/2026	01/23/2026	Nelson, Roger - DIR DEP	21500	CDP	11726980	.00
01/31/2026	01/23/2026	Palmer, Brett - DIR DEP	21500	CDP	11726981	.00
01/31/2026	01/23/2026	Park, Colten - DIR DEP	21500	CDP	11726982	.00
01/31/2026	01/23/2026	Rouska, Christine - DIR DEP	21500	CDP	11726983	.00
01/31/2026	01/23/2026	Shields, Randee - DIR DEP	21500	CDP	11726984	.00
Total Mountain America CU:						<u>150,392.12</u>
Grand Totals:						<u><u>150,392.12</u></u>



# INFORMATION FOR THE BOARD



VACATING PUE  
182 LAKEVIEW  
COMBINING 2  
PARCELS INTO  
1 & REMOVING  
CENTER PUE



**STANSBURY PARK IMPROVEMENT DISTRICT**

**30 Plaza • Stansbury Park, Utah 84074**

**435-882-7922 • Fax 435-882-4943**

January 30, 2026

To whom it May Concern:

The Stansbury Park Improvement District agrees to vacate the existing 7-foot-wide PUE & Drainage Easement on the west side of the property at 182 Lakeview, Parcel #08-022-0-0027.

A handwritten signature in black ink, appearing to read 'Brett Palmer', with a long horizontal flourish extending to the right.

Brett Palmer

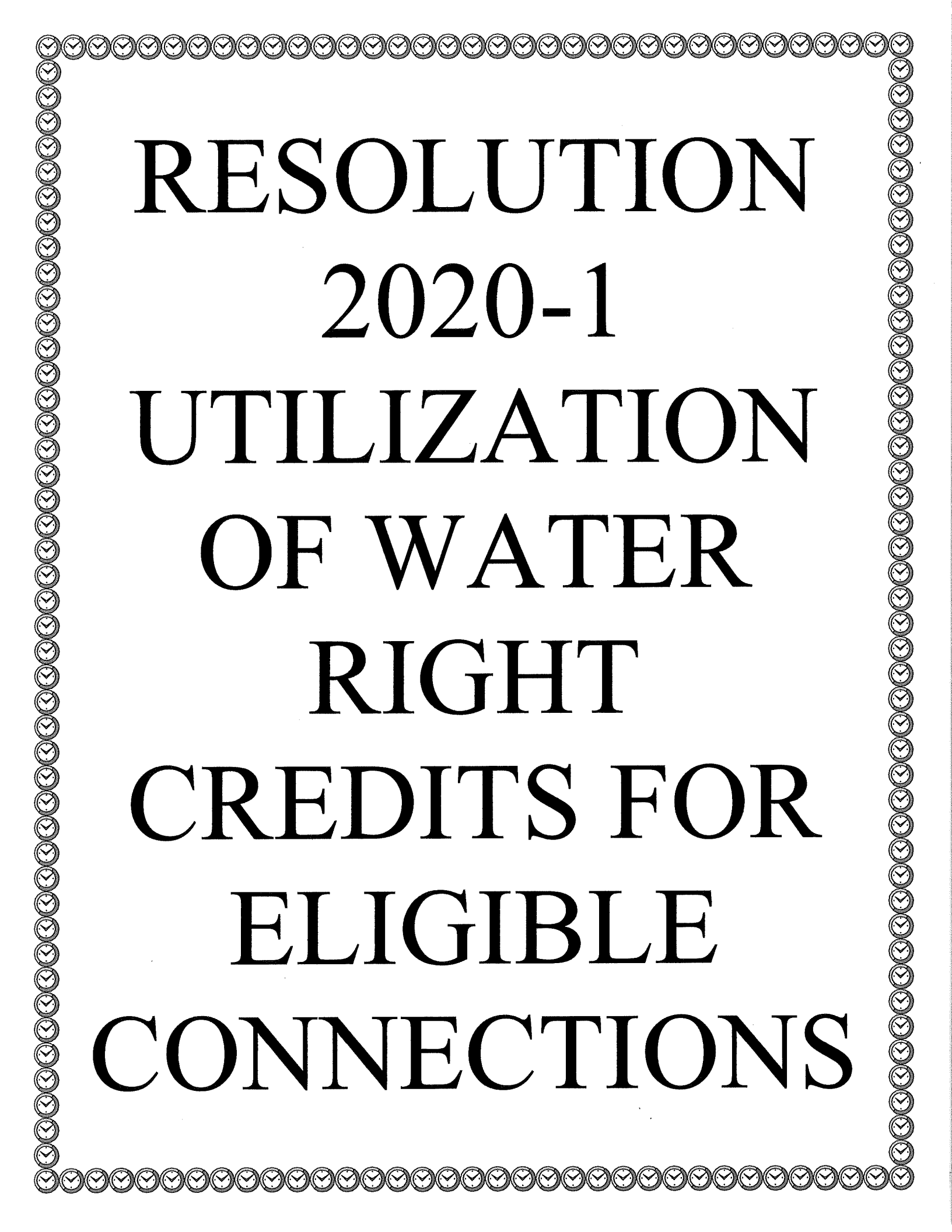
Manager

Stansbury Park Improvement District

10 Plaza, Stansbury Park, UT 84074

O 435-882-7922

C 435-241-0146



**RESOLUTION  
2020-1  
UTILIZATION  
OF WATER  
RIGHT  
CREDITS FOR  
ELIGIBLE  
CONNECTIONS**

**RESOLUTION NO. 2020-1**

**A RESOLUTION ESTABLISHING A POLICY FOR THE  
UTILIZATION OF AVAILABLE DISTRICT  
WATER RIGHT CREDITS FOR ELIGIBLE CONNECTIONS**

**WHEREAS**, Section 17B-1-301, Utah Code Annotated, 1953, as amended, sets forth the powers and duties of the Board of Trustees (the "Board") of the District, which includes, in pertinent part, the power to adopt and enforce rules, regulations and policies for the orderly operation of the District and the management of its water rights and other assets; and

**WHEREAS**, the existing rules, regulations and policies of the District provide that developers of all new developments which are to receive water service from the District, are required to dedicate water rights to the District sufficient to cover the water use demands of the development as determined and quantified by the District; and

**WHEREAS**, in connection with the settlement of Terracor's obligations to the Stansbury Park Community as determined and approved by the United States Bankruptcy Court under Terracor's 1982 bankruptcy proceedings, there was transferred to the District title to certain water rights which were then estimated to be sufficient to enable the District to provide water service to the then existing and future residents of Stansbury Park within the Core Service Area defined and approved by the Bankruptcy Court (the "Core Area"), which amount was then agreed to by and between Terracor and the Stansbury Creditor's Committee and approved by the Bankruptcy Court; and

**WHEREAS**, it was determined, subsequent to the end of the Terracor bankruptcy proceeding, that water rights in excess of that required to provide water service the Core Area had been conveyed by Terracor to the District, in an amount equal to an overage of 500 acre-feet; and

**WHEREAS**, Leucadia Financial ("Leucadia"), Terracor's successor-in-interest (which assumed Terracor's obligations for the Core Area under the bankruptcy plan), negotiated a settlement agreement with the District pursuant to which 250 acre-feet of the water right overage would be re-conveyed to Leucadia, and the District would retain 250 acre-feet of the water right overage (the "Terracor Overage Rights"); and

**WHEREAS**, the District subsequently sold 100 acre-feet of its share of the Terracor Overage Rights to an early developer in Stansbury Park, post-bankruptcy, leaving the District 150 acre-feet for its share of the Terracor Overage Rights, which the District currently retains; and the District later purchased 35 acre-feet from Kevin Hunt, Stansbury Development L.C. (the "Hunt Water Rights"); and

**WHEREAS**, pursuant to the terms of an agreement (the "WEID Agreement"), by and among the District, Tooele County and the West Erda Improvement District ("WEID"), at the County' request, a new water transmission line was extended by the County into the Erda area and transferred to the District

(the "WEID Line"), through which water service is now being provided by the District to a portion of the residents within the WEID boundaries (encompassing the Golden Gardens Subdivision); and

**WHEREAS**, the WEID Line has been sized with capacity sufficient to provide future water service to the additional single family homes within the WEID boundaries not now connected, and to other single family homes and commercial enterprises situated outside the WEID boundaries in the area along and adjacent to the WEID Line, including a line extension to a new Church of Jesus Christ of Latter-day Saints stake center to which water service is now being provided; and

**WHEREAS**, additional requests and inquiries are being made to facilitate the extension of water service to new lands situated outside the current boundaries of the District, which would necessitate the extension of new water lines, in addition to the WEID Line, into and through areas where other existing individual single family homes and commercial enterprises not connected to the District water system are located; and

**WHEREAS**, the Board has found and determined that it is in the best interest of the District to make the District's Terracor Overage Rights and the Hunt Water Rights (collectively, the "District's Available Water Rights"), available pursuant to the provisions of this Policy, for the purpose of protecting groundwater by eliminating the need for numerous, additional individual wells, and for the purpose of generating additional water service revenues through fees collected from new connections to the WEID Line and other District water lines extended into new areas to be served by the District. Water service revenues generated pursuant to this Policy from new connections within the WEID Line service area will be utilized to facilitate early repayment of the District's WEID bond obligation. Water service revenues generated pursuant to this Policy from new connections outside the WEID Line service area will be utilized for other District purposes as determined by the Board;

**NOW, THEREFORE**, be it hereby resolved by the Board as follows:

1. **Available Water Rights Policy.** Consistent with its findings as set forth above, the Board hereby establishes this policy whereby water right credits allocated out of the District's Available Water Rights are to be made available in facilitating water service to Eligible Connections comprising individual single family homes, individual commercial enterprises, and others as more particularly defined in Subsection 2(b) below, the owners of which may desire to connect to the District's extended water system and receive water service from the District, but who do not have an existing water right which may be conveyed to the District consistent with current requirements set forth in the District's development rules, regulations and policies as a condition to such service.

2. **Water Right Credits; Eligible Connections.**

(a) The Available Water Rights shall be held and accurately accounted for as water right credits ("Available Water Right Credits"), in a separate "Available Water Rights Credit Account" maintained by the District, as the official record of the Available Water Right Credits which may be made available to facilitate water service to Eligible Connections (as defined in Subsection 2(b) herein),

pursuant to this policy. The maximum amount of Water Right Credits which may be issued as of the effective date of this policy is 185 acre-feet.

(b) Water Right Credits shall only be issued for the connection of individual single-family homes, individual single purpose commercial enterprises, and others whose owners desire water service from the District as a public water supplier ("Eligible Connections"). For the purpose of this policy, Eligible Connections are defined to include the following:

(1) Individual Single Family Homes. Available Water Right Credits may be issued generally for the inside domestic use of one individual single family residence, outside irrigation of a small lawn and garden, and limited stock watering. Available Water Right Credits shall not be issued out of the Available Water Rights Credit Account for use in connection with multi-lot residential subdivision or multi-family residential unit developments, apartment complexes and condominium projects, except as otherwise determined by the Board on a case-by-case basis, consistent with the purpose and intent of this Policy.

(2) Individual Non-residential Enterprises. Available Water Right Credits (calculated on an equivalent acre-foot ("ERC") basis for purposes of determining the number of Available Water Right Credits to be issued), may be issued generally for inside domestic use and limited irrigation in connection with an individual non-residential enterprise. For purposes of this policy, an "individual non-residential enterprise" is a single, standalone non-residential enterprise. Available Water Right Credits shall not be issued out of the Available Water Rights Credit Account for office buildings with multiple tenant businesses, strip malls and other commercial subdivisions and developments containing more than one commercial enterprise, except as otherwise determined by the Board on a case-by-case basis, consistent with the purpose and intent of this Policy.

(3) Others which may qualify as an Eligible Connection as determined by the Board, in its discretion, consistent with the purpose and intent of this Policy.

3. Issuance of Water Right Credits. Water Right Credits may be issued to facilitate water service to an Eligible Connection in conformance with and subject to the following:

(a) Application for Service. The owner of property which qualifies as an Eligible Connection (each an "Eligible Customer"), who desires to acquire Water Right Credits pursuant to which the Eligible Customer shall be entitled connect to the District's water system and obtain municipal water service from the District, shall make application to the District on a form provided by the District (the "Application"), which shall include, among other things, the address and legal description of the lot or property which qualifies as an Eligible Connection (the "Connection Property"). The Application shall be considered and approved by the Board as a condition to the issuance of Available Water Right Credits from the Available Water Rights Credit Account.

(b) Annexation of the Connection Property. As a condition to the issuance of Available Water Right Credits, the Connection Property shall be required to be annexed into the legal boundaries of the District in conformance with the requirements of State law and all then existing District policies and procedures.

(c) Payment of Applicable Fees. The following fees shall be required to be paid by an Eligible Customer as a condition to the issuance of Available Water Right Credits from the Available Water Rights Credit Account:

(1) Water Right Credit Acquisition Fee. The Eligible Customer shall pay a Water Right Credit Acquisition Fee at a price per acre-foot, as established from time-to-time by the Board, multiplied by the number of acre-feet required for the use approved by the Board under the Application.

(2) Impact Fee. The Eligible Customer shall pay the District's standard water system impact fee, as applicable thereto, in such amount as shall be determined by the Board.

(3) Connection Fee. The Eligible Customer shall pay a connection fee imposed by the District, in such amount as shall be determined by the Board, on a case-by-case basis, to cover all out-of-pocket costs incurred by the District with regard to the actual physical connection of the Connection Property to the District water system.

(4) Cost Reimbursement Fee. The Eligible Customer shall pay a cost reimbursement fee, in the amount established from time-to-time by the Board, to reimburse the District for costs and expenses incurred by it in connection with the transaction under the Application.

(d) Issuance of Water Right Credits. Upon approval of the Application by the Board, and upon payment in full of the required fees set forth in Subsection 3(c) above, the District shall issue to the Eligible Customer Water Right Credits out of the Available Water Right Credit Account, sufficient for the use approved by the Board under the Application, subject to and in conformance with the following:

(1) Upon issuance of the Available Water Right Credits, the Eligible Customer shall be entitled to connect the Connection Property to the District's water system and receive water service from the District, subject to all applicable District policies, rules, regulations, policies and procedures, in the same manner and on the same basis as any other customer of the District.

(2) Upon connection of the Connection Property to the District's water system, the Water Right Credits issued for the Connection Property shall be cancelled and the amount of the total Available Water Right Credits on record in the Available Water Right Credits Account shall be correspondingly reduced.

4. Available Water Right Credits Issuance Limitation. The issuance of Available Water Right Credits pursuant to this policy shall continue until all Available Water Right Credits within the Available Water Right Credits Account have been issued pursuant to this policy; at which time, this policy shall cease.

5. District Policies, Rules, Regulations and Procedures. The District's policies, rules, regulations and procedures are hereby amended to incorporate the terms and provisions of this policy. Except as amended hereby, the District's policies, rules, regulations, policies and procedures, and previous amendments thereto, shall be and remain in full force and effect.

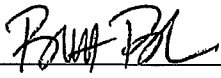
6. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 21 day of January, 2020.

STANSBURY PARK IMPROVEMENT DISTRICT

By:   
Chair, Board of Trustees

ATTEST:

  
Manager



TOOELE  
COUNTY  
SCHOOL  
DISTRICT  
BANKING  
AGREEMENT &  
WATER RIGHT  
WORKSHEET

## Water Rights Worksheet - Stansbury Park Improvement District

Name of Development: Stansbury Park Jr. High School

Date: 7/28/2025

Exhibit G

**Contact Information:**

Name: Michael Garcia

Address:

Email:

Accompanying Documents:

- Site Plan or Plat
- Landscape Plan *(if applicable)*
- Floor plan w/ fixture count for Commercial/Industrial or Institutional Developments

1) Designate category of development (All Remodel and Renovation type projects will be analyzed on a case by case basis).

- 1a.  Residential (Continue to step 2)
- 1b.  Commercial/Industrial/Institutional (Continue to Step 3)
- 1c.  Parks and Recreation (Complete Calculations for Step 4h)

2) Designate Average Lot Size of Residential Development

$$\begin{array}{rclcl}
 \frac{\text{Total Lot Area(sq ft)}^*}{\text{Average Lot Size (sq ft)}} & = & \frac{1}{43560} & = & \frac{\text{Average Lot Size (sq ft)}}{\text{(Average Lot Size (ac))}}
 \end{array}$$

- 2a.  Residential (Average lot size 4,000 to 4,999 sq ft) *(Complete Calculations for step 4a)*
- 2b.  Residential (Average lot size 5,000 to 7,499 sq ft) *(Complete Calculations for step 4b)*
- 2c.  Residential (Average lot size 7,500 to 9,999 sq ft) *(Complete Calculations for step 4c)*
- 2d.  Residential (Average lot size 10,001 to 15,000 sq ft) *(Complete Calculations for step 4d)*
- 2e.  Residential (Average lot size 15,001 to 22,000) *(Complete Calculatios for step 4e)*
- 2f.  Residential (Average lot size 22,001 and larger) *(Complete Calculation for step 4f)*

Lot Size (sqft)	Ratio of Irrigable Area to Developed Lot Area
4,000-4,999	0.55
5,000-7,499	0.60
7,500-9,999	0.66
10,000-15000	0.67
15,001-22,000	0.47
22,001 and up	0.34

\* Lot Acreage Only, Excludes Roads, Parks, Open Space, etc.

\*\* Lots 10,000 sf in size and larger are capped at a maximum allowed irrigable area of 0.23 acres.

3) If

Average Day Indoor Water Demand = 3636 gpd *(Complete Calculations for Step 4g)*

*Based on Mike Garcia average provided water use data plus 6611gpd annualize for 180 day year=3306gpd plus 10% summer indoor*

## Water Rights Worksheet - Stansbury Park Improvement District (cont.)

### 4) Water Rights Calculation

**a. Residential (Average lot size 4,000 to 4,999 sq ft)**

Indoor:		x	0.32	=	-
	Number of Lots		Water Right Per Lot (Indoor)		Water Right
Outdoor:		x	1.551	=	-
	Total Lot Acreage (ac)		Irrigation Water Right (ac- ft/ac)		Water Right

**b. Residential (Average lot size 5,000 to 7,499 sq ft)**

Indoor:		x	0.32	=	-
	Number of Lots		Water Right Per Lot (Indoor)		Water Right
Outdoor:		x	1.692	=	-
	Total Lot Acreage (ac)		Irrigation Water Right (ac- ft/ac)		Water Right

**c. Residential (Average lot size 7,500 to 9,999 sq ft)**

Indoor:	_____	x	0.32	=	-
	Number of Lots		Water Right Per Lot (Indoor)		Water Right
Outdoor:	_____	x	1.8612	=	-
	Total Lot Acreage (ac)		Irrigation Water Right (ac- ft/ac)		Water Right

**d. Residential (Average lot size 10,000 to 15,000 sq ft)**

Indoor:	_____	x	0.32	=	-
	Number of Lots		Water Right Per Lot (Indoor)		Water Right
Outdoor:	_____	x	1.8894	=	-
	Total Lot Acreage (ac)		Irrigation Water Right (Outdoor)		Water Right

**e. Residential (Average lot size 15,001 to 22,000 sq ft)**

Indoor:	_____	x	0.32	=	-
	Number of Lots		Water Right Per Lot (Indoor)		Water Right
Outdoor:	_____	x	1.3254	=	-
	Number of Lots		Irrigation Water Right (Outdoor)		Water Right

**Water Rights Worksheet - Stansbury Park Improvement District (cont.)**

**f. Residential (Average lot size 22,001 and larger)**

Indoor:  $\frac{\quad - \quad}{\text{Number of Lots}} \times \frac{0.32}{\text{Water Right Per Lot (Indoor)}} = \boxed{\quad - \quad}$   
Water Right

Outdoor:  $\frac{\quad - \quad}{\text{Number of Lots}} \times \frac{0.9588}{\text{Irrigation Water Right (Outdoor)}} = \boxed{\quad - \quad}$   
Water Right

\* Irrigable acreage for 1/2 acre lots and above is 0.45 acres. Irrigable area is number of lot multiplied by 0.45.

**g. Commercial/Industrial/Institutional (multi-family Residential at the discretion of the District)**

Indoor:  $\frac{3,636}{\text{Average Day Indoor Demand (gpd)}} \times \frac{0.001120}{\text{Conversion to Acre-ft}} = \boxed{4.07}$  ac-ft  
Water Right

Outdoor:  $\frac{8.58}{\text{Irrigable Area (ac)}} \times \frac{4}{\text{Irrigation Water Right (ac-ft/ac)}} = \boxed{34.32}$  ac-ft  
Water Right

USED for TURF

**h. Parks and Recreation**

Outdoor:  $\frac{1.7}{\text{Irrigable Area (ac)}} \times \frac{2.82}{\text{Irrigation Water Right (ac-ft/ac)}} = \boxed{4.79}$  ac-ft  
Water Right

USED for Drip Irrigation

5) Total Number of Water Rights (Sum of Water Rights from step 4) Total =  $\boxed{43.19}$  ac-ft  
Water Banking Agreement 3/12/2018 12.94 ac-ft

**BALANCE DUE 30.25 ac-ft**

6) District Approval

Approved By: Brett Palmer  
Stansbury Park Improvement District Manager



**WATER RIGHT BANKING AGREEMENT**  
(Tooele County School District – School Development Parcels)

**THIS WATER RIGHT BANKING AGREEMENT** (“Agreement”) is made and entered into effective as of this 12 day of MARCH, 2018 (the “Effective Date”), by and between STANSBURY PARK IMPROVEMENT DISTRICT, a body corporate and politic of the State of Utah, #30 Plaza, Stansbury Park, Utah, 84074 (the “District”), and THE BOARD OF EDUCATION OF THE TOOELE COUNTY SCHOOL DISTRICT, aka TOOELE COUNTY SCHOOL DISTRICT, aka THE TOOELE COUNTY SCHOOL DISTRICT, whose address is 192 Lodestone Way, Tooele, Utah 84074 (the “Owner”). The District and Owner are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

A. The District was established, among other things, to accept, own and manage water and water rights and sources of water supply in providing municipal water service to its customers within the service area of the District. It is the policy of the District that water rights be dedicated to the District by the developers of real property within the District as a condition to receiving water service from the District pursuant to the requirements of the Rules and Regulations of the District (the “Rules and Regulations”).

B. It is the policy of the District that it will accept a conveyance of water rights in advance of development, from persons who own and intend in the future to develop real property located within the service area of the District, in exchange for banked water right credits from the District.

C. Owner holds title to certain water rights described as follows:

100% Water Right No. 15-5092, A29601aca, a42729, and all applications pertaining thereto, of record at the Utah Division of Water Rights, for 25.0 acre-feet.

*assigned 12.06 AF TO OLD MILL*

See: Water Right Data Base print out sheets for the water right covered by this Agreement attached hereto as EXHIBIT “A” and incorporated by reference herein (the “Water Rights”).

*Banked for JR High 12.94 af*

D. Owner desires to convey legal title in the Water Rights to the District in exchange for banked water right credits from the District, and the District is willing to accept the conveyance of legal title in the water rights and issue the banked water right credits, subject and pursuant to the terms and conditions of this Agreement.

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

**AGREEMENT**

**1. Agreement to Convey and Bank Water Rights.**

(a) **Conveyance and Acceptance of Water Rights.** Owner shall convey all of Owner's right, title, estate and interest in and to the Water Rights to the District, and the District shall accept the conveyance of title thereto and bank the Water Rights in exchange for proportional water right credits ("Water Right Credits"), as more particularly described herein, to be held by Owner and Owner's successors-in-interest (collectively referred to herein as the "Owner"), subject to and in conformance with the terms and provisions of this Agreement.

(b) **Representations of Owner Regarding Development of Property.** Owner hereby affirmatively represents that as of the Effective Date: (i) Owner owns and fully intends to develop the school parcels more particularly described in **EXHIBIT "B"** attached hereto (collectively, the "Property"), (ii) the Property is within the legal boundaries of the District and is developable land; (iii) that the Banked Water Right Credits shall attach to and be tendered for use in connection with the development of schools on the Property pursuant to the provisions of Section 9 herein, and (iii) that the Water Rights are being conveyed to the District in anticipation of the future development of said property within the Term hereof as defined in Section 9(c). In the event of an assignment of an ownership interest in the Water Right Credits pursuant to the provisions of Section 11 herein, the assignee of the Water Right Credits may substitute other property in the place of all or a portion of the property described in Exhibit B herein, as described in said assignment. (The parcels described in Exhibit B hereto and any substitute property to which the Water Right Credits may attach by assignment are referred to herein collectively as the "Development Parcel," and all terms and provision hereof pertaining to the Development Parcel shall all apply to the property described in Exhibit B and any substitute property in the event of an assignment.) Owner acknowledges and agrees that the representations of Owner contained in this Subsection 1(b) are to be relied upon by the District in connection with the preparation and adoption of its 40-year plan, and its ability, as a municipal water supplier, to seek and obtain extensions of time for filing proof of beneficial use on the Water Rights.

**2. Reimbursement of District Costs and Expenses.** The Owner, as the holder of Water Right Credits, shall be required to reimburse the District for any and all costs and expenses incurred by the District including, without limitation, costs and expenses incurred for attorneys, engineers, accountants and consultants' services, in connection with this Agreement, including, without limitation, the preparation of this Agreement, all costs and expenses incurred by the District in fulfilling its responsibilities pursuant to Section 4(b)(5) and 4(b)(6) herein, and all subsequent documents and proceedings related hereto, which obligation shall continue until such time as all Water Right Credits have been tendered to the District in conformance with the requirements of Section 9 herein and all of the developable portions of the Property have been developed and receiving water service from the District.

(a) Immediately upon the execution hereof, Owner shall deposit with the District the sum of \$500.00 as a deposit to be drawn upon in the event of non-payment of costs and expenses by the Owner as required pursuant to this Agreement (the "Deposit").

(b) Owner shall reimburse the District for all costs and expenses incurred by the District pursuant to this Section within thirty (30) days of the District's invoice. In the event the Owner shall fail to timely pay the amount due under any invoice: (i) the District shall draw against the Deposit in an amount equal to the unpaid invoice, and (ii) this Agreement may be terminated by the District whereupon the District shall have no obligation to bank the Water Rights pursuant hereto.

(c) In the event the District terminates this Agreement for non-payment, any amounts remaining on Deposit after payment in full of any unpaid invoice shall be paid back to the Owner, without interest. In the event the Deposit is insufficient to pay an unpaid invoice, any unpaid amount shall be and remain due and payable and interest shall accrue thereon at the rate of 12% per annum until

paid in full. If the Agreement is terminated for non-payment subsequent to Closing of the conveyance of the Water Rights to the District, the District shall re-convey the Water Rights to the Owner, at owner's expense, including, without limitation, attorney's fees and costs.

(d) Notwithstanding an event of non-payment, the District, at its sole discretion, may agree to retain the Agreement in effect subject to Owner's replenishment of the Deposit in full plus payment of any other amounts which may then remain unpaid.

**3. Title Report; Due Diligence Review; Change Application.** Owner will provide to the District a commitment for title insurance (the "Commitment"), a copy of which is attached as EXHIBIT "C" hereto, which shows the status of title for the Water Rights, and the exceptions, exclusions, limitations and conditions ("Exceptions"), of the Commitment, in conformance with the following:

(a) Title Review Period. From the date of receipt of the Commitment until Closing (the "Title Review Period"), the District shall have the right to approve or disapprove the condition of title to the Water Rights. Prior to the end of the Title Review Period, the District shall provide written notice to Owner specifically identifying any Exceptions that are not acceptable to the District. Within ten (10) business days following Owner's receipt of notice from the District, Owner shall give notice to the District of those Exceptions unacceptable to the District that Owner reasonably believes can be cured, and provide to the District a plan for curing such Exceptions. If the District disagrees with Owner's plan for curing the Exceptions, then the District may elect to terminate this Agreement by providing notice thereof to Owner. If the District agrees with the Owner's plan, the District shall give the Owner a reasonable time to accomplish the plan.

(b) Change Application: Review of Decision. The District has joined with the Owner in the filing of an Application for Permanent Change of Water ("Change Application") that allows use of the water under the Water Rights for year-round municipal use within the service area of the District.

(1) A copy of the order issued by the State Engineer approving the Change Application on the Water Rights has been provided to the District, a copy of which is attached as EXHIBIT "D" hereto. The District has had the opportunity to review the terms of the State Engineer's order, and acknowledges that the terms of the State Engineer's order are now final and non-appealable, and that order speaks for itself.

(2) Upon issuance of a policy of title insurance on the Water Rights as required herein, the District shall accept the Water Rights, subject to the terms and conditions of this Agreement.

(c) Title Insurance. The Owner shall be required to provide to the District, at Owner's sole cost and expense, an extended owner's policy of water right title insurance, including such endorsements as the District may reasonably require (including, without limitation, forfeiture protection), insuring title to the Water Rights as vested in the District, free and clear of all covenants, conditions, rights, liens, encumbrances or any other matters affecting title to the Water Rights excepting any Exceptions approved by the District during the Title Review Period. Delivery of said title policy to the District shall be an express condition precedent to Closing. The District shall have the right to review, and as a condition to acceptance of the Water Rights, approve any exceptions stated in said policy. Any exceptions not approved by the District shall be removed as a condition to the District's acceptance of the Water Rights.

**4. Conveyance and Acceptance of the Water Rights.** Subject to the terms and provisions of this Agreement, Owner hereby agrees to convey and assign to the District, and the District hereby agrees

to accept the conveyance and assignment of, all of Owner's right, title, estate and interest in and to the Water Rights and the approved Change Application, subject to the following:

(a) Conveyance of the Water Rights. Upon approval of the Water Rights by the District, the Owner shall, subject to and in conformance with the terms and conditions of this Agreement and without cost to the District, at Closing as defined in Section 7 herein, convey all of its right, title and interest in and to the Water Rights and assign its interest in the Change Application to the District free and clear of all liens and encumbrances, except as may be expressly approved and accepted by the District in writing, by a water right warranty deed denominated *Water Right Deed and Assignment* in the form attached hereto as EXHIBIT "E" (the "Water Deed").

(b) Effect of Conveyance of the Water Rights. The Parties hereby acknowledge and agree that, subject to Owner's rights under this Agreement, upon conveyance of the Water Rights to the District:

(1) The Owner shall have relinquished all right, title and interest in and to the Water Rights and Owner's only interest shall be in Water Right Credits to be issued pursuant to Section 5 of this Agreement.

(2) Water under the Water Rights shall be commingled with and become an integral part the District's total water supply;

(3) The District shall have the absolute right, in its discretion, to utilize the water under the Water Rights, as it sees fit, for any authorized purpose, from any authorized source, and at any authorized place of use within the service area of the District;

(4) Water under the Water Rights will be served by the District to its customers on an equal priority basis in conformance with the Rules and Regulations.

(5) The District shall thereupon be responsible to beneficially utilize the water under the Water Rights as provided by law, to prepare and file requests for extension of time and related documents, plans and proceedings, as required, and proof of beneficial use, and the District shall bear all risk of loss of the Water Rights, including any limitation, lapsing or other loss thereof by reason of failing to maintain the Water Rights, abandonment, forfeiture for non-use, or otherwise. The decision whether to file proof of beneficial use or a request for extension of time with respect to the Water Rights shall be at the sole discretion of the District.

(6) The District shall have the sole right and obligation to protect and defend the Water Rights and to negotiate all disputes and/or defend or pursue all legal and administrative actions and proceedings relating to the Water Rights which the District, in its sole and absolute discretion, deems appropriate, using its legal counsel. The Owner agrees, upon request, to fully cooperate with and assist the District, in connection with any such negotiation, action or proceeding involving the Water Rights.

**5. Banked Water Right Credits.** In exchange for the conveyance of the Water Rights by Owner to the District at Closing as defined in Section 7, the District shall issue Water Right Credits to Owner, subject to and in conformance with the following:

(a) In Satisfaction of Water Right Impact Fee / Dedication Requirements. Water Right Credits issued to the Owner shall represent credit in full and final satisfaction of the water right exaction requirements that would otherwise be imposed upon Owner as a condition to receiving culinary and irrigation water service from the District, including, without limitation, the obligation to pay Water Right

Impact Fees and/or dedicate water rights as required pursuant to the Rules and Regulations as currently adopted or as may be amended from time-to-time (collectively, the "Water Right Exaction Requirements").

(b) Allocation of Water Under Water Right Credits. The Water Right Credits initially issued hereunder, shall represent credit for 25.00 acre-feet of water for use in connection with the junior high school ("School"), to be developed by the Owner on the Development Parcel.

(c) Quantification of Water Right Credits. The Water Right Dedication Requirement under the District's water right exaction policy, as to which the Water Right Credits are to be allocated and quantified for tender to the District upon development of the Property, shall be determined in conformance with the following:

(1) Allocation of Water Right Credits. Pursuant to the District's water right exaction policy, water under the Water Right Credits shall be allocated for development purposes according to lot size and the nature of connection based on the District's standard of 400 gpd (0.45 AF) per connection for inside culinary use, and 4.0 AF per irrigable acre, as determined by the District, for irrigation use (the "Water Right Dedication Requirement").

(2) Calculation. The School shall be a non-residential connection as defined by the Rules and Regulations; and as such, the exaction requirements therefore are determined by the District's governing board on a case-by-case basis, in conformance with the following:

(A) Indoor Equivalent Residential Use — Determined by calculating, for each connection, the total potential non-outdoor irrigation use of water in acre-feet, based upon generally accepted engineering tables and standards.

(B) Outdoor Irrigation Use — Determined by calculating the total number of potentially irrigable acres to be served through each connection multiplied by 4.0 AF/irrigable acre.

(d) District Water Exaction Policy. The Owner: (i) hereby recognizes the authority of the District to establish a water right exaction policy of the District and to quantify the Water Right Credits accordingly; (ii) understands the methodology of the District's water right exaction policy in quantifying the number of Water Right Credits required to be tendered in connection with the development of the Property, and acknowledges that the District's water right exaction policy has been set by the District in good faith based upon analysis and studies performed by the District's consulting engineer; (iii) acknowledges the right of the District to review and revise its Water Right Dedication Requirement under its water right exaction policy as the District determines advisable in its sole discretion, pursuant to State law; (iv) hereby accepts and agrees to be bound by the District's Water Rights Dedication Requirement and water right exaction policy as set forth above and the quantification of Water Right Credits pursuant thereto as set forth herein; and (v) having had the opportunity to obtain Owner's own legal advice with respect hereto, knowingly and affirmatively waives any right to challenge or seek other recourse as to the validity, fairness and proportionality of the District's water right exaction policy to be used in the quantification of the Water Right Credits required to be tendered hereunder as set forth herein.

## 6. Representations and Warranties.

(a) Owner's Representations and Warranties. Owner hereby represents and warrants to the District, effective as of the Closing, as follows:

(1) The Water Rights are not assigned by Owner to secure any existing indebtedness of Owner.

(2) Owner's interest in the Water Rights is not pledged, or has not been conveyed, transferred, or hypothecated in whole or in part to any other person or entity.

(3) Owner is not in default under any of the terms, covenants, or conditions regarding the Water Rights and will not permit a default to occur.

(4) The Water Rights are free and clear of all defenses, setoffs, counterclaims, liens, and encumbrances of every kind and nature, except as may be expressly approved and accepted by the District in writing.

(5) This Agreement is binding and enforceable against Owner in accordance with its terms, and the execution, delivery and performance of this Agreement by Owner has been duly and validly authorized by all necessary action and proceedings, such that no further action or authorization is necessary on the part of Owner with respect to the transactions contemplated pursuant hereto.

(b) District's Representations and Warranties. The District hereby represents and warrants to Owner as follows:

(1) This Agreement is binding and enforceable against the District in accordance with its terms, and the execution, delivery and performance of this Agreement by the District has been duly and validly authorized by all necessary action and proceedings, such that no further action or authorization is necessary on the part of the District with respect to the transactions contemplated pursuant hereto.

(2) The District will not sell, assign, encumber, hypothecate or otherwise transfer the Water Right Credits to any person other than Owner, subject to and in conformance with the terms and provisions of this Agreement.

(3) The District presently has the ability to fully service all of the Water Right Credits and will perpetually maintain such ability for the benefit of the Owner, subject only to any cancellation of Water Right Credits under Section 15 below.

**7. Closing.** The conveyance of the Water Rights to the District shall be consummated (the "Closing"), at a location, date and time to be mutually agreed upon by the Parties. At Closing:

(a) Delivery of the Water Deed. Owner shall deliver to the District a duly-executed original of the Water Deed, pursuant to which Owner shall assign and convey to the District all of Owner's right, title, estate and interest in and to the Water Rights free and clear of all liens, claims, security interests, encumbrances and adverse interests of any kind whatsoever, except as may be expressly approved and accepted by the District in writing.

(b) Issuance and Vesting of Water Right Credits. Upon receipt of the Water Deed, the District shall issue the Water Right Credits on the District's water right credit account records, subject to the satisfaction of the provisions of Section 7(c) herein.

(c) Deed Recordation: Report of Water Right Conveyance. The Owner, at its expense, shall record the Water Deed in the office of the Tooele County Recorder, Tooele, Utah, and subsequent to or in connection with recording update and register title to the Water Rights in the name of the District on the records of the Utah Division of Water Rights by filing a deed addendum or a report of water right conveyance. The original recorded Water Deed and a copy of the title transfer documentation filed with the Division of Water Rights shall be delivered by the Owner to the

District within 15 days after Closing. The Water Right Credits shall not fully vest in the Owner unless and until title to the Water Rights has been updated in the name of the District upon the Water Right Data Base of the Division of Water Rights.

**8. Official Record of Water Right Credits.** Water Right Credits shall be held and accurately accounted for by the District in a separate Water Right Credit Account maintained by the District in behalf of the Owner. The District's internal water right credit account records shall be the official record of ownership of Water Right Credits and the amount of Water Right Credits held by the Owner.

**9. Tender of Water Right Credits.** In conformance with the terms and conditions of this Agreement, Water Right Credits may be tendered by the Owner to the District, in conformance with the following:

(a) Reimbursement of District Costs. In conformance with the requirements of Section 2 herein, the Owner shall be required to pay any and all costs and expenses incurred by the District, including costs for legal, accounting and other consultants' services in connection with any tender of Water Right Credits to the District, which shall be paid in full, as billed by the District, prior and as an express condition precedent to the authorization of the tender by the District.

(b) Water Right Credits Tender Requirements. The Owner shall tender to the District the required amount of Water Right Credits necessary for the School in satisfaction of the Water Right Exaction Requirements for the Development Parcel. The tendered amount of Water Right Credits shall be deducted from the Water Right Credits of record, and the District shall thereupon send an account statement acknowledging its approval and acceptance of the tendered Water Right Credits and setting forth the number of Water Right Credits, if any, which remain vested in the Owner after the tender. If a party other than the Owner seeks development approvals for a portion of the Development Parcel, the Water Right Credits may be applied to satisfy the Water Right Exaction Requirements subject to and in conformance with the provisions of Section 11 herein.

(c) Term of Agreement to Bank Water Rights. In conformance with the District's standard policy, this Agreement and the obligation of the District to bank the Water Rights hereunder shall terminate and the Water Rights shall be re-conveyed by the District to the Owner of record in the event the Water Right Credits are not tendered for use in connection with the Development Parcel within five (5) years from the Effective Date of this Agreement. Notwithstanding the foregoing, the term of this Agreement may be extended upon a showing of good cause for non-development of the Development Parcel upon the mutual written agreement of the Parties.

**10. Right to Water Service Upon Tender of Water Right Credits.** Upon tender of Water Right Credits and acceptance of the same by the District, the Owner shall be entitled to connect to the District's water system and receive water service from the District on the Development Parcel to which the tendered Water Right Credits are applied, subject to this Agreement and all other applicable Rules and Regulations, in the same manner and on the same basis as any other customer of the District.

**11. Assignment of Water Right Credits.** All or any portion of the Water Right Credits shall be fully assignable, without restriction, by the Owner to a substitute developer for use on the Development Parcel (including the lands described in Exhibit B, or by the Owner or another developer for development on any substitute lands within the legal boundaries of the District to which the Water Right Credits may attach pursuant to an assignment as provided herein), and including, without limitation, an assignment thereof to any banking, mortgage or other financial institution as collateral or other security in connection with loan transactions involving an Owner, in conformance with the following:

(a) **Reimbursement of District Costs.** In conformance with the requirements of Section 2 herein, the Owner shall be required to pay any and all costs and expenses incurred by the District, including costs for legal, accounting and other consultants' services in connection with the assignment of the Water Right Credits, which shall be paid in full, as billed by the District, prior and as an express condition precedent to the authorization of the assignment by the District.

(b) **Assignment Authorized; Requirements.** An assignment shall be accomplished through the execution of an Assignment of Ownership Interest ("Assignment"), in the form attached as **EXHIBIT "F"** hereto signed by Assignor, Assignee, and the District. The Assignment shall, among other things, (i) identify the assignee, (ii) acknowledge the District's approval of the assignment of the ownership interest, (iii) set forth the amount of Water Right Credits assigned, (iv) acknowledge that any portion of the Water Right Credits not assigned shall remain in force and effect under the Owner's account, (v) affirm that the assignee takes the interest in the Water Right Credits subject to the terms, provisions and conditions of this Agreement, and (vi) provide a legal description and map of any substitute property within the District to which the Water Right Credits shall attach pursuant to the assignment as designated by the Assignee. The Assignment shall be signed by the Owner and the transferee, with said signatures being duly acknowledged by a notary public. The authorization of the assignment by the District and the receipt for payment in full of all costs and expenses required to be paid by the transferor as a condition to the District's authorization shall be manifested and confirmed by the signature of the District Manager on the Assignment. Subsequent to the execution of the Assignment by the District, the District will provide to the Owner an account statement verifying the amount of Water Right Credits, if any, that remains vested in the Owner subsequent to the Assignment.

(c) **Water Right Credits to Attach to Lands within the Legal Boundaries of the District.** As a condition to this Agreement and the validity of Water Right Credits issued hereunder, all outstanding Water Right Credits, including the Water Right Credits initially issued to Owner hereunder, and/or those which may be assigned pursuant to the authority of this Section 11, shall at all times be required to be attached to specifically described developable lands situated within the legal boundaries of the District in conformance with the representation made in Section 1(b) herein.

**12. Default.** The failure by the Owner to observe and perform any of the terms and provisions of this Agreement, including, without limitation, the Owner's obligation to reimburse the District in conformance with in Section 2 herein, where the failure to perform shall continue for a period of ten (10) days after written notice from the District, shall constitute a material default in breach of this Agreement by the Owner; however, in event the default is such that it cannot be cured within said ten day period, there shall be no event of default if the Owner shall commence to cure the default with the ten day period and proceeds thereafter to cure the default with all possible diligence, and the default is cured within a reasonable period. In the event the default is not cured as provided herein, the District shall have, in its sole and absolute discretion, the right to elect to terminate this Agreement upon the delivery of written notice thereof by the District to the Owner, or to continue to enforce this Agreement and seek any legal or equitable remedies for breach. In the event the District elects to terminate this Agreement, the District shall also have the right to terminate all Water Right Credits not applied to satisfy Water Right Exaction Requirements as defined in Section 5(a) and seek damages and other legal and/or equitable remedies recoverable at law which are caused by or result from the Owner's default.

**13. Compliance with the Rules and Regulations.** Except as otherwise provided herein, Owner shall comply with and abide by all other requirements of the Rules and Regulations incident to the development of the Development Parcel within the District, including, without limitation, the execution of a Development Agreement, applications and the payment of deposits and applicable development fees, including reservation fees and water service fees

**14. Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by the District and Owner shall be in writing and shall be validly given or made to the other Party if served either personally or if deposited in the United States mail, certified or registered, or postage prepaid, return receipt requested. If such notice, demand or other communication be served personally, service shall be conclusively deemed at the time of such personal service or transmission. If such notice, demand or other communication be served by mail, such notice shall be conclusively deemed given two business days after the deposit thereof in the United States mail addressed to the Party to whom such notice, demand or other communication is to be given, at the addresses first set forth above. Either Party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other Party.

**15. Termination.** If Owner determines that: (a) all of the Water Right Credits are not necessary for development of the Development Parcel, (b) it has no substitute property within the District on which it desires to use the Water Right Credits, or (c) it is unable or chooses not to assign the Water Right Credits pursuant to Section 11 herein, then Owner may terminate this Agreement with respect to all or a portion of the Water Right Credits not yet applied to meet Water Right Exaction Requirements. In the event of such a termination, and provided Owner has paid all costs incurred by the District with respect to the Water Rights as required by section 2 above, then District will cancel the Water Right Credits subject to termination under this section and execute a water deed and assignment transferring to Owner free and clear of all liens and encumbrances the portion of the Water Rights equal to the Water Right Credits canceled under this section, including a depletion allowance in proportion to the diversion right conveyed. Neither Party shall have any further obligation under this Agreement with respect to the portion of the Water Rights conveyed to Owner under this section.

#### **16. Miscellaneous Provisions.**

(a) Modification or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the Parties hereto.

(b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest and assigns.

(c) Integration. This Agreement constitutes the entire understanding and agreement of the Parties and any and all prior agreements, understandings or representations are hereby terminated, canceled and superseded, in their entirety, and are of no force and effect.

(d) No Waiver. Preservation of Remedies. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such other Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first Party of any of its rights hereunder. The rights and remedies of the Parties are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law or equity.

(e) Applicable Law. This Agreement shall, in all respects, be governed and interpreted by the laws of the State of Utah.

(f) Severability. If any material term or provision of this Agreement shall, to any extent,

be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, either Party may elect to terminate this Agreement.

(g) No Obligation to Third Parties. This Agreement is not intended to be a contract for the benefit of third parties, and shall not be deemed to confer any rights upon any person or entity other than the Parties to this Agreement, nor obligate the Parties to this Agreement to any person or entity other than the Parties to this Agreement.

(h) Attorney's Fees. In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

(i) Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party or the Party's attorney who prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

(j) Waiver of Jury Trial. To the fullest extent permitted by law, each of the Parties hereto expressly and knowingly waives any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, the transactions contemplated hereby, or the actions of such party in the negotiation, administration, performance and enforcement hereof. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived. This provision shall survive any termination of this Agreement.


(k) Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

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

**TOOELE COUNTY SCHOOL DISTRICT**

By:   
Chair, Tooele County Board of Education

ATTEST:

  
Business Administrator



**EXHIBIT "A"**

**DIVISION OF WATER RIGHTS DATA BASE PRINT-OUT SHEETS  
(FOR WATER RIGHT TO BE CONVEYED TO THE DISTRICT)**

**EXHIBIT "D"**

**ORDER OF STATE ENGINEER APPROVING CHANGE APPLICATION**



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

**ORDER OF THE STATE ENGINEER**  
For Permanent Change Application Number 15-5092 (a42729)

OCT 1 1 2017.

Permanent Change Application Number 15-5092 (a42729) in the names of Stansbury Park Improvement District, and Tooele County School District was filed on June 13, 2017, to change the points of diversion, places of use, and uses of 25.00 acre-feet (af) of water as evidenced by Water Right Number 15-5092. Heretofore, the water has been diverted from the following points located: (1) Well - North 100 feet and West 100 feet from the SE Corner of Section 10, T3S, R4W, SLB&M (12-inch well, 500-1000 feet deep); (2) Well - North 100 feet and West 100 feet from the E¼ Corner of Section 15, T3S, R4W, SLB&M (12-inch well, 500-1000 feet deep); (3) Well - North 100 feet and West 2550 feet from the E¼ Corner of Section 15, T3S, R4W, SLB&M (12-inch well, 500-1000 feet deep); (4) Well - North 1600 feet and West 1100 feet from the E¼ Corner of Section 15, T3S, R4W, SLB&M (12-inch well, 500-1000 feet deep). The water has been used for year-round other purposes (Low water use plants sole supply 25.0 AF -- Group Total: 114.818 AF). The water has been used in all or portion(s) of Sections 10 & 15, T3S, R4W, SLB&M.

Hereafter, it is proposed to divert 25.00 acre-feet of water from a well located North 1447 feet and East 1350 feet from the S¼ Corner of Section 28, T2S, R4W, SLB&M (16-inch well, 100-1000 feet deep). The water is to be used for year-round municipal purposes within the service area of Stansbury Park Improvement District.

Notice of the application was published in the Tooele Transcript - Bulletin on July 27 and August 3, 2017. No protests were received.

In evaluating applications that propose to change the nature of use of a water right, the State Engineer believes it is appropriate to examine the rates and amounts of hydrologic depletion associated with the historical water use as compared to the proposed use to assure that there is no enlargement of the underlying water right. In this case, it is believed that the historical water uses would have incurred the following rates and amounts of hydrologic depletion:

Prior Beneficial Uses	Allowed Diversion	Rate of Depletion	Amount of Depletion
Other:	25.0 acre-feet	94.8% <sup>1</sup>	23.7 acre-feet
Totals:	25.0 acre-feet		23.7 acre-feet

<sup>1</sup> The rate of depletion cited herein is derived from change application 15-5092 (a35778). The present application is subsequent of "Other" uses approved in change 15-5092 (a35778) with a diversion of 118.818 acre-feet and a depletion of 112.60 acre-feet, giving a depletion rate of 94.8%.

**ORDER OF THE STATE ENGINEER**  
**Permanent Change Application Number**  
**15-5092 (a42729)**  
**Page 2**

The application proposes municipal use, and therefore, in order to not enlarge the underlying water right, the hereafter use of water must be limited to a diversion of 25.0 acre-feet and a depletion not to exceed 23.7 acre-feet.

In evaluating the various elements of the underlying rights, it is not the intention of the State Engineer to adjudicate the extent of these rights, but rather to provide sufficient definition of the rights to assure that other vested rights are not impaired by the change and/or no enlargement occurs.

It is, therefore, **ORDERED** and Permanent Change Application Number 15-5092 (a42729) is hereby **APPROVED** subject to prior rights and the following condition(s):

- 1) Whereas this Change Application has been filed to entirely replace and supersede prior approved Change Application Number 15-5092 (a35778), with this approval that prior application is considered to have been **WITHDRAWN**.
- 2) This approval is limited to an annual diversion of 25.0 acre-feet and a depletion of 23.7 acre-feet of water for municipal purposes within the service area of Stansbury Park Improvement District. The applicant must maintain records sufficient to demonstrate depletion due to uses associated with diversions under this change application do not exceed 23.7 acre-feet.
- 3) To accommodate the approval of this permanent change application, the use of 25.0 acre-foot of water to be used for year-round other purposes (Low water use plants -- Sole Supply: 25 AF) at the historical points of diversion and place of use must cease.
- 4) Title to this water right must be transferred to Stansbury Park Improvement District before proof can be submitted under a municipal use.
- 5) Upon proof submittal, the State Engineer will issue a certificate for the acre-foot amount of water that has been demonstrated by the applicant to have been put to beneficial use. As part of the proof, the applicant will need to provide all relevant information, including an accounting of each of its water right and diversion records from each of its points of diversion. The proof must show the capacity of each source of supply and demonstrate that each source can produce the water claimed to be diverted under this change application as well as all other water rights which may be approved to be diverted from those sources.
- 6) If not already installed, the applicant shall install and maintain measuring and totalizing recording devices to meter all water diverted from all sources

**ORDER OF THE STATE ENGINEER**  
**Permanent Change Application Number**  
**15-5092 (a42729)**  
**Page 3**

pertaining to this application and shall annually report this data to the Division of Water Rights Water Use Program.

- 7) This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicants.

As noted, this approval is granted subject to prior rights. The applicants shall be liable to mitigate or provide compensation for any impairment of or interference with prior rights as such may be stipulated among parties or decreed by a court of competent jurisdiction.

The applicants are strongly cautioned that other permits may be required before any development of this application can begin and it is the responsibility of the applicants to determine the applicability of and acquisition of such permits. Once all other permits have been acquired, this is your authority to develop the water under the above referenced application which under Sections 73-3-10 and 73-3-12, Utah Code Annotated, 1953, as amended, must be diligently prosecuted to completion. The water must be put to beneficial use and proof must be filed on or before April 30, 2018, under Water Right Number 15-5092 (A29601aca) which is the parent water right, or a request for extension of time must be acceptably filed and subsequently approved; otherwise the application will be lapsed. This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicants.

Proof of beneficial use is evidence to the State Engineer that the water has been fully placed to its intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location, uses, and extent of your water right. Upon the submission of proof as required by Section 73-3-16, Utah Code, for this application, the applicants must identify every source of water used under this application and the amount of water used from that source. The proof must also show the capacity of the sources of supply and demonstrate that each source can provide the water claimed to be diverted under this right as well as all other water rights which may be approved to be diverted from those sources.

Failure on your part to comply with the requirements of the applicable statutes may result in the lapsing of this permanent change application and the underlying right.

It is the applicants' responsibility to maintain a current address with this office and to update ownership of their water right. Please notify this office immediately of any change of address or for assistance in updating ownership. Additionally, if ownership of this water right or the property with which it is associated changes, the records of the Division of Water Rights should be updated. For assistance in updating title to the water right please contact the Division at the phone number below.

Your contact with this office, should you need it, is with the Weber River/Western Regional Office. The telephone number is 801-538-7240.

**ORDER OF THE STATE ENGINEER**  
Permanent Change Application Number  
15-5092 (a42729)  
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This Order is subject to the provisions of Administrative Rule R655-6-17 of the Division of Water Rights and to Sections 63G-4-302, 63G-4-402, and 73-3-14 of the Utah Code which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Order. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this Order, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 11<sup>th</sup> day of October, 2017.

SL/A BOYD CLAYTON FOR  
Kent L. Jones, P.E., State Engineer

Mailed a copy of the foregoing Order this 11<sup>th</sup> day of October, 2017 to:

Stansbury Park Improvement District  
#30 Plaza  
Stansbury Park, UT 84074

Tooele County School District  
92 South Lodestone Way  
Tooele, UT 84074

BY: Doralee Cannon  
Doralee Cannon, Applications/Records Secretary

**EXHIBIT "E"**

**WATER RIGHT DEED**