



EXPEDITED SETTLEMENT OFFER

This Expedited Settlement Offer (“ESO”), is entered into by and between the Director of the Division of Water Quality (“Director”) and Bird Homes LLC (“Operator”), jointly referred to herein as the “Parties,” pursuant to the Director’s authority under the Utah Water Quality Act, Utah Code §§ 19-5-111, 19-5-115, Utah Administrative Code (UAC) R317-1-8 and R317-8-3.9.

1. Operator is a “person” as that term is defined in Utah Code § 19-1-103(4).
2. Operator is conducting “construction activity” at Heber Sawmill Townhomes (the “Project”).
3. The Director issued the General Permit for Storm Water Discharges from Construction Activities UTRC00000 authorizing owners/operators of construction activities to discharge in accordance with specific terms, conditions and best management practices as provided for in the Permit and UAC R317-8-11. Operator obtained coverage for the Project under UTRC00000 and was assigned UPDES permit No. UTRC06131, making the Operator responsible for compliance with UTRC00000. (UTRC00000 and the Owner’s/Operator’s specific coverage are referred to collectively herein after as “the Permit”).
4. An ESO may be used in enforcement cases in lieu of the penalty process in when violations are readily identifiable, readily correctable, and do not cause significant harm to human health or the environment. *See* UAC R317-1-8.3 and -8.6.
5. The attached Expedited Settlement Offer Deficiencies Form (“ESODF”), incorporated herein by reference, includes findings which specify the conditions in violation of the Permit observed at the Project during an on-site inspection conducted on August 09, 2022. The ESODF is in lieu of an initial order, notice of violation or notice of agency action to facilitate the purposes described hereinafter.
6. The Parties voluntarily enter into this ESO in order to: identify the actions necessary to correct the deficiencies observed at the Project; determine the amount of the civil penalty appropriate for the violation(s) based on the deficiencies alleged; and to conclude this matter without the necessity of further administrative or judicial proceedings.
7. Operator agrees that a penalty in the amount of \$3,700.00 is appropriate based on the circumstances specified herein. This ESO is subject to a thirty (30) day notice and comment period as provided for in UAC R317-8-1.9. The Parties each reserve the right to withdraw from this ESO if comments received during the notice period result in a modification to the terms and conditions.
8. By accepting this ESO, Operator neither admits nor denies the findings, violations or deficiencies specified herein.





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9. Operator agrees to the terms, conditions and requirements of this ESO. By signing this ESO, Operator understands, acknowledges and agrees that it waives: (1) the opportunity for an administrative hearing pursuant to Utah Code § 19-1-301; (2) the right to contest the finding(s) in the ESODF and the penalty amount specified herein; and (3) the opportunity for judicial review.
10. Operator certifies that all deficiencies identified herein have been corrected and that the Project is currently in full compliance with the terms and provisions of the Permit. Additionally, Operator has attached to this ESO: (1) a written description detailing how the deficiencies were corrected; and (2) representative photographs documenting the current conditions and the associated Best Management Practices implemented at the Project.
11. The Parties mutually agree that this ESO is entered in good faith and is an appropriate means to resolve the matters specified herein.
12. This ESO will be final after the thirty (30) day notice and comment period on the date the Director signs the ESO, at which time the civil penalty takes effect.
13. Operator agrees that within thirty (30) calendar days of receiving the signed and final Settlement from the Director, Operator shall submit payment in the amount specified in paragraph 7 above, using one of the following methods:
 - a. CHECK – Payable to the Division of Water Quality. The payment shall be sent to:

Division of Water Quality
PO Box 144870
Salt Lake City, Utah 84114-4870
 - b. OTHER – For other available payment options, please contact the Division of Water Quality Finance staff at eqwqfinance@utah.gov
14. The violations described herein will constitute part of Operator's compliance history where such history is relevant, including any subsequent violations. Owner/Operator understands and agrees that this ESO is not and cannot be raised as a defense to any other action to enforce any federal, state or local law.
15. This ESO, when final, is binding upon Operator and any corporate subsidiaries or parents, their officers, directors, employees, successors in interest, and assigns. The undersigned warrants that it is authorized to legally bind their respective principals to this ESO.



UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER QUALITY

STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER QUALITY

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FOR THE UTAH DIVISION OF WATER QUALITY

By: John K. Mackey
John K. Mackey, P.E.
Director, Utah Division of Water Quality

Date: March 6th, 2024 (Effective Date)

FOR Bird Homes LLC

By: David Bird for Bird Homes, LLC
Title: Operator
Date: 2/16/2024